



Caribbean Association of Georgia
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SOUTH METRO CARIBBEAN FESTIVAL

VENDOR CONTRACT

The Caribbean Association of Georgia (hereafter known as CAG) for operation during the event known as the **South Metro Caribbean Festival** occurring **Saturday, September 3, 2011 from 12:00 pm to 8:00 pm.**

1. CAG shall provide space for VENDOR, to provide services at Clayton County International Park located at 2300 Highway 138 SE, Jonesboro, GA 30236 on September 3, 2011.
3. The VENDOR agrees to operate in accordance with regulations set forth in the Georgia State Health Codes and he/she must comply with health and safety standards, where applicable.
2. VENDOR space assignment will be made solely at the discretion of CAG, with every effort made to honor all requests on a first-come, first-serve basis.
4. CAG reserves the right to limit VENDOR'S vehicular access to the event area, as well as to disallow any VENDOR tent/structure that does not meet Clayton County standards.
5. Set up times for VENDORS is September 3, 2011 from 10:00 am to 12:30 am.
6. CAG shall have the right to review and qualify the product line.
7. The VENDOR will not sell or donate space in its booth or site for advertising and/or promotion to any third party without CAG approval.
8. The VENDOR is responsible for paying all applicable federal, state, and local taxes.
9. VENDOR agrees to pay all fines/penalties levied to VENDOR and to reimburse CAG for any fines/penalties levied to CAG as a result of VENDOR'S noncompliance with any Federal, state, or local laws.
10. VENDORS are responsible for any damage they may cause while participating in the day's events.
11. All applicable permits are the sole responsibility of the VENDOR.
12. Booth space fees are not refundable.
13. VENDORS must provide their own tents, electricity, tables, chairs, power cord and trash containers.

14. Vendors will clean-up all trash that they or their customers are responsible for. Vendors who leave trash for CAG staff to clean up will be fined \$100.00, payable to the Caribbean Association of Georgia before they will depart.

15. CAG and the VENDOR shall remain independent contractors, and nothing contained herein or done pursuant hereto shall be construed to create any relationship or principal and agent or employer and employee between CAG and the VENDOR to make them joint ventures.

16. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify the Caribbean Association of Georgia, Clayton County their agents, servants, officers of liability whether by reason of injury (including death) to the person or property of another or otherwise arising in connection with this Agreement, excepting only claims based upon CAG'S sole negligent or intentional acts.

17. The VENDOR agrees to name Caribbean Association of Georgia and Clayton County as additional insured and to provide a certificate of such coverage as an accompaniment to this contract. Additionally, a copy of certificate of workers compensation insurance is required if applicable. (if VENDOR will have employees working at the festival.)

18. CAG shall have the right to terminate the VENDOR Agreement at any time should the VENDOR fail to meet established standards and conditions set forth in this Agreement, fail to conduct sales activities in good faith and violation of Georgia or Clayton County laws or statutes.

I, _____, hereby contract to lease and occupy the booth space described above for the duration of the listed South Metro Caribbean Festival. Payment for this space is included with this Vendor Contract. It is agreed that only ONE Vendor can occupy this booth space.

If this agreement meets with your approval, please sign one copy where indicated and return it to the Caribbean Association of Georgia.

NAME OF BUSINESS

ADDRESS

PHONE NUMBER

PHONE NUMBER

PRINT NAME

SIGNATURE

DATE