



Caribbean Association of Georgia, Inc.
P.O. Box 1386
McDonough, GA 30253
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(678) 902-4224

**MCDONOUGH CARIBBEAN CULTURAL
FESTIVAL
VENDOR CONTRACT**

1. The Caribbean Association of Georgia, Inc. (hereafter known as CAG) provides this vendor contract for operation during the event known as the McDonough Caribbean Cultural Festival occurring on Saturday, **June 15, 2019 from 1:00pm to 8:00pm.**
2. CAG shall provide space for VENDOR, to provide services or sell items at the Avalon Park, 1045 1045 INDUSTRIAL PARKWAY, MCDONOUGH, GA 30253.
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.
4. VENDOR space assignment will be made solely at the discretion of CAG, with every effort made to honor all requests based on sponsorship levels first.
5. **Set up times for VENDORS is 8:00 am to 12:00 pm on the day of the event. VENDORS will not be allowed to set up after the event start time.** The vendor will forfeit their space and payment, if they try to set up after the event set-up time.
6. VENDORS are prohibited from selling or possessing alcohol at Avalon Park 1045 INDUSTRIAL PARKWAY, MCDONOUGH, GA 30253.
7. 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 the City of McDonough standards.
8. CAG shall have the right to review and qualify the product line.
9. The VENDOR will not sell or donate space in its booth or site for advertising and/or promotion to any third party without CAG's approval.
10. The VENDOR is responsible for paying all applicable federal, state, and local taxes.
11. 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.
12. VENDORS are responsible for any damage they may cause while participating in the day's events.
13. All applicable permits are the sole responsibility of the VENDOR.
14. Booth space fees are **NOT REFUNDABLE** for any reason (also to include inclement weather).



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15. VENDORS must provide their own tents, electricity, grills, tables, chairs, power cord, trash containers etc.

16. 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 \$150.00, payable to Caribbean Association of Georgia, Inc. before departure.

17. CAG reserves the right to reschedule or delay the event and or restrict access to certain areas in the event of an act of God (inclement weather or otherwise).

17. 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.

18. The VENDOR, its affiliated companies, and subsidiaries, agree to be responsible for, and to defend, hold harmless, and indemnify Caribbean Association of Georgia Inc. City of McDonough, 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.

19. The VENDOR agrees to name Caribbean Association of Georgia, Inc. and City of McDonough 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).

20. 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 Federal, State, County or local laws or statutes.

I, _____, hereby contract to lease and occupy the 12x12 booth space described above for the duration of the McDonough Caribbean Festival. Payment for this space and deposit is included with this Vendor Contract. It is agreed that only ONE (1) 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, Inc. This application is subject to approval by CAG. Email form to caribbeangeorgia@gmail.com or fax to (678) 317-9124.

NAME OF BUSINESS/ TYPE OF BUSINESS

ADDRESS

PHONE NUMBER

EMAIL ADDRESS

PRINT NAME

SIGNATURE

DATE