

St. Philip Church

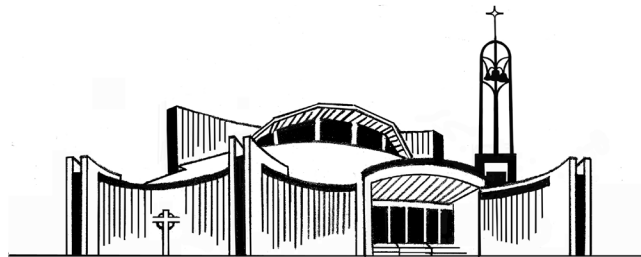
1 Father Conlon Place, Norwalk, CT

06851-3897

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E-mail: fallfestival@stphilipnorwalk.org

Website: www.stphilipnorwalk.org



FALL FESTIVAL September 23, 2023 VENDOR AGREEMENT

The undersigned agrees to the terms and requirements as stated in this VENDOR AGREEMENT for the Saint Philip Church Fall Festival, 2023, to be held at the **St Philip School**, 25 France Street, Norwalk, Connecticut on September 23, 2023, rain or shine.

Part One: Allocation of Exhibit Space/Exclusivity

Based upon the availability of exhibit space, *Saint Philip Church will assign the space location* to those who have a signed Agreement and have space payment on file on a first come basis when the vendor arrives the day of the event. All Vendor spaces will be outside on the lawn in front of the **St Philip School**.

Vendor space, as provided herein, is intended for the sole benefit of the vendor, its goods, products, and services.

The *Saint Philip Church* reserves the right, in its sole discretion and at all times, to approve or refuse the method, manner, contents, form and/or use of any exhibit or any part thereof not conforming to this Agreement. If *Saint Philip Church* determines that such exhibit, or any part thereof, is not in conformance with the *Saint Philip Church or the Diocese of Bridgeport* policies, that decision shall be final and binding on all parties hereto. *Saint Philip Church also reserves the right to limit the number of vendors selling the same products.*

Part Two: Booth Spaces

The display areas include one ground space 10' x 10'. There is NO electricity available for outside spaces and portable generators are not allowed. Vendors who are not authorized and found to have plugged into any electric outlet will be asked to leave the Festival and will forfeit their fee. Any modification to the outside space must have prior approval of Festival Vendor Chair listed below. There will be no relocations or space changes. No contact is to be made with any other Church staff. Modification made in lieu of the conditions of the Agreement will void this Agreement.

Part Three: Exhibit Set-Up, Breakdown, and Festival Hours

Employees or representatives of the vendors must do the unpacking, set-up, breakdown, and packing of displays. The handling, placing, or displaying of merchandise must be performed by an employee or direct representative of the vendor, unless otherwise specified by the *Saint Philip Church*. Vendors must provide their own tables, chairs and tent if desired.

Extremely loud noises, such as sirens, bells, horns, etc., will not be permitted, in order to maintain a quiet, relaxed and businesslike atmosphere.

The Exhibit set-up and breakdown times are:

| | | |
|------------|----------|---|
| Set-Up: | Saturday | 7:00 a.m. (Festival open 9:00 a.m. – 4:00 p.m.) |
| Breakdown: | Saturday | 4:00 p.m. to 6:00 p.m. |

Vendors are asked not to start selling before the Festival opens or to start breaking down before the end of the day.

July 1, 2023

Part Four: Damages

No signs or articles may be affixed, nailed or otherwise attached to building, doors, etc., in such a manner as to deface or destroy. Likewise, no attachment may be made to the walkways by nails, screws, or any other device that would damage them. All space is leased subject to these restrictions. Violations of these rules will void the vendor's Agreement, and the vendor will be held liable for any damage resulting from such violations. The Festival Vendor Chair may move or remove signs as needed for the safety of patrons.

Part Five: Liability

It is agreed that the ***Saint Philip Church*** and the Diocese of Bridgeport shall not be liable to the Vendor for any losses or damage to the property contained in such exhibits or injuries to his or her person, employees, agents or other persons, no matter how they were sustained from accident, theft, fire, or other causes; all claims for such losses, damage or injury are hereby waived by the undersigned. Each Vendor must also complete the attached "Parish Festival Vendor Hold Harmless/Indemnity Agreement" and return it along with this agreement.

Any item that is sold at this show is subject to **Connecticut State SALES TAX**. The liability and responsibility to obtain **Connecticut State SALES TAX** registration is solely that of the **Vendor**.

Vendors may not hold any type of "Raffles" or prize give-a-way or duplicate, in any way, activities that are similar to a St Philip booth at their booth. Vendors found to be doing this will be asked to leave.

Part Six: Exhibit Security

During the Festival hours, vendors are responsible for the merchandise in their exhibit.

Part Seven: Rules & Regulations

The vendor agrees that the ***Saint Philip Church*** shall have the right to make such rules and regulations or changes in the floor plan arrangement as it is deemed necessary. The ***Saint Philip Church*** shall have the final determination and enforcement of all rules, regulations, and conditions.

Part Eight: Refunds

There will be no refunds in the event Vendor is unable to attend the festival or is dissatisfied with any aspect of the Festival. In the case of any elements beyond control of the ***Saint Philip Church*** which prevents the holding of the Festival, this Agreement will become null and void, and all monies paid will be refunded to the vendor.

Part Nine: Contacts

The contacts for any questions, arrangements or special festival needs is:

fallfestival@stphilipnorwalk.org

Make Check payable to 'St. Philip Church' and Return with Agreement.

Send Agreement page 3 and 4 with payment to:

Saint Philip Church
c/o Alan Yoder
1 Father Conlon Place
Norwalk, CT 06851-3897

Space is limited. Agreements should be returned as early as possible.

Part Ten: Vendor and Representative Information

The vendor shall indicate the name of the person(s) that will be staffing the exhibit.

Company Name: _____

Primary Contact: _____ Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Website: http: www. _____

E-mail Address: _____

Telephone: _____ Fax: _____

Vendor Items: _____

Exhibit Site Representatives:

Name: _____ Title: _____

Name: _____ Title: _____

Postmarked or received by August 1, 2023, _____ Number of spaces at \$ 50 = \$ _____

Postmarked or received by September 1, 2023, _____ Number of spaces at \$ 75 = \$ _____

Postmarked/received after September 15, 2023, _____ Number of spaces at \$ 100 = \$ _____

Total Fee for this Agreement = \$ _____

St. Philip Church Federal ID Number: 06-0795180

VENDOR: I _____ (print name) have read and understand this Agreement and agree to the terms above. I also understand that vendor Agreements are processed as received; therefore I understand and accept that my assigned table(s) will be at the discretion of the Festival Vendor Chair.

SIGNED: _____ DATE: _____

TITLE: _____

St. Philip Church Office Use Only:

Received by: _____ DATE: _____

**Alan Yoder
St. Philip Church**

Agreement Date: _____

Space #: _____

Postmark: _____

Harmless/Indemnity: _____

Check #: _____

Check Amount: _____

**PARISH FESTIVAL VENDOR
HOLD HARMLESS/INDEMNITY AGREEMENT**

PARISH: St. Philip Church, Norwalk, Connecticut

PARISH is understood to include the Diocese of Bridgeport

VENDOR: _____

TYPE OF VENDOR: _____

DATES OF USE: September 23, 2023

The above named VENDOR agrees to defend, protect, indemnify, and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

VENDOR agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. VENDOR also agrees to have the PARISH named as an **“Additional Insured”** on its general liability policy for the DATES OF PARISH FESTIVAL in relationship to the VENDOR’S activities. It is agreed that VENDOR also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If and only if VENDOR fails to comply with the above (second) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATE(S) OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents or the negligence of any other individual or organization not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY:

DATE:

(Must be an official agent of VENDOR)

NAME AND TITLE PRINTED:

DATE:

(Rev. 07/2023)

July 1, 2023