

“Arts in the City” / Art Market during Family Day

Vendor

Terms and Conditions

Contact person for the Museum Market: Lili Dominguez. 305-603-8067 (office) or e-mail: lili@coralgablesmuseum.org

ELECTRICITY

Included for lighting and phone/tablet charging ONLY. Vendors are encouraged to bring a 100' extension cord as you may or may not be setup close to the power source.

EVENT GUIDELINES

- Vendor coordinator reserves the right to refuse the application of any company or individual.
- Vendor coordinator reserves the right to amend or change these guidelines at any time.
- Your spot is not secured until you are paid in full.
- Your space must be set up and ready by event start time.
- If you arrive after event setup time, you will not be allowed on the property and you forfeit your fee.
- Breakdown begins after the event end time and not before.
- There will be a \$50 penalty fee for leaving before closing. Failure to pay that fee will result in vendor being blacklisted from all our events.
 - MDCPS teachers must provide proof of employment with MDCPS.
- Vendor coordinator reserves the right to change the setup and/or event times due to weather or any other unforeseen conditions.
- See Terms & Conditions, sections VI and VII for questions on cancellations.
- **EVENT IS RAIN OR SHINE. NO REFUNDS OR CREDITS.**
- Absent extreme, severe weather, the event will not be canceled. The decision to cancel the event is at the sole discretion of the vendor coordinator.
- Weather in South Florida can be unpredictable. It is the responsibility of the Vendor to monitor the weather and check in with Vendor coordinator if they are unsure of how the Event may be impacted.

SETUP INSTRUCTIONS

- A final site map and final details will be provided the evening prior to the Event.

- Although we try our best to include an accurate site map and accommodate space requests prior to the event, the vendor coordinator reserves the right to change the layout for additional programming.
- Vendors must check-in with the vendor coordinator prior to setting up to be shown their assigned space.
- Organizer will provide one 6' folding table, a black tablecloth, and 2 chairs per vendor, vendors must bring their own setup.
- Vendors should come properly prepared to withstand any weather conditions throughout the course of the Event. It is recommended that you bring weights to hold down your tablecloth and tarps to cover any products/items that you may not want to be damaged by inclement weather, as well as ample supplies to dry tables, chairs, or any other items within your space.
- Vendors will be allowed to unload at the designated area within the event but must move their vehicle prior to starting setup.

PARKING

- Vendors are required to pay for parking immediately upon arrival and prior to unloading as no parking will be provided by Event Management.
- Event Management is not responsible for any boots or fines.

AGREEMENT

THIS LICENSE AGREEMENT, made and entered on Date indicated above by and between Coral Gables Museum Corp., (CGM) a Florida corporation having its principle place of business at 285 Aragon Avenue Coral Gables FL 33134, (hereinafter sometimes referred to as the "Licensor") and Company indicated above (hereinafter sometimes referred to as the "Licensee"). WITNESSETH: WHEREAS, the Licensee has expressed the desire to exhibit for sale certain goods (no food related) at such event, and, WHEREAS, the parties hereto wish to reduce all their prior and contemporaneous understandings to writing.

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

A. DESCRIPTION OF LICENSED PREMISES, DURATION, AND PURPOSE OF LICENSE

The Licensor does hereby grant a license to the Licensee to use and occupy the space indicated above (as assigned) for the entire period of the Event detailed within this application, which the Licensee has paid to attend, to be used solely and exclusively for the exhibition of goods, wares, and articles offered for sale to the general public by the Licensee. UNLESS PREVIOUSLY STATED, THE LICENSEE SHALL NOT OFFER FOOD OR BEVERAGES FOR SALE WITHIN THE LICENSED PREMISES.

B. CONSIDERATION FOR LEASE

The Licensee covenants and agrees to pay the sum of Total amount charged for such license, receipt whereof is acknowledged by the licensor by the execution of this Agreement. No Licensee will be admitted to any sales space until the license fee has been paid in full. Licensee fully understands that this form shall become a binding contract upon acceptance of Vendor Space and is subject to the terms, conditions, rules, and regulations set forth herein as set forth by the Licensor.

TERMS & CONDITIONS

I. CHARACTER OF GOODS, WARES AND MERCHANDISE OFFERED FOR SALE

Only those products approved by CGM shall be displayed by Licensee and only in the licensed premises more particularly described herein above. The Licensor may move or remove items and/or displays not in compliance with this License Agreement. No licensee may dismantle his display until after the closing hour of the Event. The Licensee shall properly staff the display during the event hours and provide adequate product. Unless previously stated, electricity, and water, is not available within the Event.

II. SUBLEASING

The Licensee may not assign, transfer, sell or otherwise convey any rights or privileges granted hereunder, without first obtaining the written consent of the Licensor.

III. INDEMNIFICATION OF LICENSOR

Licensee will at all times indemnify the Licensor, CGM, and all its officers, employees, and agents against all actions, claims, demands, liabilities, and damages, which may in any manner be imposed on or incurred by Licensor as a consequence of, or arising out of, any act, default or omission on the part of the Licensee or any of its officers, employees or agents in connection with the operation of its business at the licensed premises during the term of the license, including any and all attorney fees and costs incurred by the Licensor and CGM. The prevailing party in any action arising under this Agreement shall be entitled to recover its reasonable attorneys' fees and expenses, including through all appeals. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. All legal proceedings arising under this Agreement shall be conducted in the courts situated in Miami-Dade County, Florida, which courts shall have exclusive venue and jurisdiction.

IV. INSURANCE REQUIREMENT

The Licensor and CGM shall not be liable to the Licensee, its employees, agents, servants, contractors, guests, and/or visitors for any injury to such persons or to the property of such persons, including, but not limited to, any damages for property lost or stolen from the Licensee. The Licensee shall maintain at its own cost and expense (with coverage to commence at that time Licensee enters upon the demised space to install equipment, etc. or at the commencement of the term of this License, whichever occurs earlier) Commercial General Liability insurance on an

occurrence basis with minimum limits of liability of \$1,000,000.00 for personal injury or death to any person, and \$1,000,000.00 for such bodily injury or death of more than one person, and \$1,000,000.00 with respect to damage to property. Licensee shall provide Licensor with a Certificate of Insurance showing CGM and/or its successors and assigns, as Additional Insured.

V. RULES AND REGULATIONS

The Licensor reserves the right to make all rules and regulations governing the event and the conduct of all licensees. All rules and regulations promulgated after the execution of this agreement shall be furnished to the Licensee by written instrument and shall be binding upon the Licensee upon delivery of such written instrument setting forth such rule of regulation.

VI. CANCELLATION OF EVENT - LICENSOR

If for any reason, the Licensor cancels the event, the Licensee waives any and all damages and agrees that the Licensor may, after deducting all costs and expenses, including a reserve for claims, refund to the Licensee as and for complete settlement and discharge of said Licensee's claims and demands a prorated amount of all monies paid by all Licensees and thereupon, this agreement shall be of no further force and effect and neither of the parties shall have any further responsibility or obligation to the other.

VII. CANCELLATION OF APPLICATION – LICENSEE

If for any reason, the Licensee cancels their application before the day of the event, the Licensee forfeits their application fee. This agreement shall be of no further force and effect and neither of the parties shall have any further responsibility or obligation to the other.

VIII. VEHICLES & PARKING

All vehicles owned by the Licensee, its employees, agents and/or servants shall be parked outside of the designated vendor areas in order to provide unobstructed walkways and aisles for emergency vehicles. There is NO PARKING available for The Licensee.

IX. CLEANUP

The Licensee shall be obligated to clean up the licensed space and remove any and all articles placed on or in the ground, waste products, merchandise and debris from such area. The Licensee shall also cleanup any other areas where the Licensee has placed or caused to be placed any debris, waste products or articles. The licensed space shall be returned to the Licensor in what is commonly known as "broom clean" condition. Vendors must vacate sales space by Event end time. The Licensor reserves the right to charge a reasonable cleaning fee to those Licenses not complying with this paragraph.

X. MISCELLANEOUS

(a) The relationship between the parties created by this Agreement is that of independent contractors and there is no agency, partnership or joint venture relationship existing between the parties or arising out of this Agreement. No agent, employee or contractor of User shall be deemed an employee or agent of Licensor. (b) If any provision of this Agreement is held invalid or illegal, such provision shall be null and void, and the remainder of this Agreement shall not be affected by such invalidity or illegality. (c) Waiver of one or more terms or conditions of this Agreement by either party shall not be deemed a modification or waiver of any other provisions of this Agreement. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to require performance of that or any other provision hereunder. (d) This Agreement may only be altered or amended by an instrument in writing properly executed by both parties. (e) This Agreement embodies the entire agreement of the parties hereto and no representation, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect. (f) The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their respective attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. (g) All matters not expressly herein provided for shall be in the discretion of Licensor and all rights not expressly granted to User are reserved to Licensor.

By completing the application online and checking the terms and conditions agreement box, you agree to the charges and all sections of this application. *