

Vendor Agreement

1. Authority and Compliance: Vendor presents to Twin Cities Polish Festival (the "Festival") and its governing management | Committee (the "Committee") that he/she is fully authorized to sign for and bind the undersigned Vendor (the "Vendor") regarding the Agreement and Vendor's entry (the "Entry") in the Festival. Vendor agrees that Vendor's Entry and all persons associated with it shall comply with all rules, policies and procedures prescribed by the Festival and the Committee, as they deem necessary for the efficient, safe, and tasteful (i.e., non-offensive) conduct of the Festival and related activities. Among other things, Vendor agrees that neither the Entry nor any part thereof shall be lewd, pornographic, anti-American or anti-religious in any way.

2. Promotion and Sale of Merchandise: Vendor agrees to exhibit and/or sell only those items listed on Vendor's application, and which have been approved by the Committee. Vendor understands that it is the Committee's exclusive right and responsibility, in its sole discretion, to remove any items that are inconsistent with or deviate from the content, style or quality of the works depicted in the final list submitted with Vendor's application, or which are otherwise not in compliance with the Festival rules or policies, or which are too late, controversial, unlawful, politically oriented, or otherwise inconsistent with the historical standards, quality, theme, message or traditional purposes or values of the Festival. Vendor agrees that in any dispute over Festival policies, procedures or decisions, the Committee's final determination shall govern and shall be final and conclusive, and Vendor shall accept the same whatever the outcome. The Committee reserves the right to restrict or reject any Entry, even after preliminary acceptance, without any liability for any inconvenience, cost or damages on the part of Vendor, which prerogative may be exercised at any time in the Committee's sole judgment and discretion, consistent with the rules, policies, procedures and standards referenced herein. If any aspect of an Entry might be viewed as controversial or contrary to these policies and standards, or if Vendor has any doubt about Entry's acceptability or has any questions in this regard, Vendor acknowledges Vendor's duty to fully disclose the same and promptly resolve any such question or problem with the Committee well before the Family Festival begins.

3. Indemnification: As a condition to being a participant in the Festival, Vendor agrees to assume full responsibility for Vendor's conduct (which for purposes of this paragraph 3 includes the conduct of all employees, subcontractors and suppliers of Vendor and any other persons associated with the Vendor or participating in Vendor's Entry) and for the content and presentation of Vendor's Entry, and to indemnify and hold harmless the Festival and the Committee, and all individuals having any responsibility thereof, from and against any liability, claim, damages, loss, or expense (including attorney's fees) incurred or suffered by the Festival, the Committee, and/or such individuals that is caused by or arises from (a) any negligent act or omission by Vendor or any person associated with Vendor or the Entry, (b) any breach of Vendor's representations, warranties, or obligations herein, (c) any claim by any of Vendor's employees, subcontractors or suppliers, or (d) any infringement or violation by Vendor of the rights of others.

4. Rules and Regulations: The rules and regulations governing the conduct of the festival are made a part of this agreement and are considered a material term hereof. Violation of any Rule or Regulation can result in the cancellation of this agreement in the sole judgment of the Committee.

5. Insurance. Vendor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$500,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or to be no less than two times the occurrence limit. Such insurance shall add the Festival and its employees and volunteers as additional insured. Vendor shall maintain business automobile liability insurance with a limit not less than \$250,000.00 each accident. Such insurance shall include coverage for owned, hired and nonowned vehicles.

6. License not a Lease. Entry onto the Festival grounds pursuant to this vendor agreement is a license to use space assigned by the Committee and not a lease. Committee reserves and Vendor grants the right to Committee to substitute spaces other than the licensed booth, at any time and for any reason whatsoever, in Committee's sole and absolute discretion, provided that Vendor is given the number of spaces in the Festival for which Vendor has paid, in advance, the vendor charges set forth herein.

7. Description of Booth. Vendor specifically acknowledges and agrees that the Booth space shall include only the area of the surface of the Market Area (and the air space above this area, to a height of 15 feet) within the area designated as the Booth Space. This license confers: no right with respect to the subsurface below the surface of the Market Area; no right with regard to air space above a height of 15 feet; and no right to an easement for light or air.

8. Exclusive Remedy. Vendor acknowledges and agrees that its sole and exclusive remedy under this lease shall be to require Committee to refund rental charges not earned by Committee as set forth herein. Vendor specifically waives any and all other rights or remedies which might otherwise be available to Vendor at law or in equity, specifically including the right to seek damages, whether special, incidental, consequential or otherwise, except only the right to seek reimbursement of pre-paid rents not earned by Committee as set forth herein.

9. Termination. The Committee may choose to terminate this agreement at any time if you choose not to abide by the Rules and Regulations, which may be altered at any time at the discretion of the Committee.

10. Cancellation of Festival. Vendor acknowledges and understands that vendor fees shall not be refunded in the event that Vendor does not attend or if all or part of the festival is canceled due to fire, calamity or any other act of God, public enemy, strikes, statutes or ordinances or any legal authority or any other cause beyond the Festival's control.

11. Minimum Hours and operation. Vendors are required to staff booths on Saturday from 10–10 PM and Sunday from 11–6 PM.

12. All Food and Drink Vendors Must Use Official TCPF Tickets: No cash or credit sales. Tickets will be redeemed at the end of the festival. TCPF is not responsible for lost or stolen tickets: guard them. Other vendors not selling food and drink items must keep accurate records of all sales and are responsible for collecting any and all state taxes payable. All vendors must provide access to sales records to TCPF auditors upon request at any time. Sales totals for each day must be presented to TCPF auditor by 1/2 hour after the official close each day.

13. Minneapolis Park & Recreation Board Fee: 10% of Gross Sales.

14. Rules and Regulations. Vendor acknowledges and agrees that it has received and read the Festival Handbook of rules and regulations ("Handbook") provided by Committee. All of the terms and provisions of the Handbook are incorporated into this agreement, are a part of this agreement, and define and limit rights and responsibilities of the Committee and Vendor. Specifically, the Handbook contains important provisions, which, among other things, set forth The Committee's rules and regulations and place restrictions on Vendor's use of the Booth Space. By signing this agreement Vendor accepts and agrees to be bound by these and all other terms and provisions set forth in the Handbook.

15. Right of Termination: If Vendor violates any material term of this Agreement, the Committee shall have the right to terminate this Agreement, immediately close Vendor's booth(s), and retain one-half (V2) of all prior payments by Vendor.

Signature

Date