



Dear Eureka Country Faire Market Vendor,

Thank you for participating as a vendor for the Eureka Country Faire. The Eureka Schools Foundation, (ESF), is a nonprofit organization in the Eureka School District benefiting all eight of our district schools. ESF will be hosting the Eureka Country Faire on Sunday, May 31<sup>st</sup>, 2009, from 10:30AM until 6:30PM.

This event is unique in that it will bring together the entire community of Granite Bay for a day of delicious food, fun games, local vendors, exciting rides and amazing local talent.

The proceeds from this event will directly benefit the children of the Eureka Union School District. The Eureka Schools Foundation is dedicated to providing essential funding for various enrichment programs which include music, computer labs, physical education, foreign language and much more.

### LETTER OF AGREEMENT

This letter of agreement sets forth the terms and conditions under which you (the Market Vendor) and ESF agree to participate in this event.

1. Market Vendors will be located at Feist Park, Twin Schools Road in Granite Bay.
2. ESF will assign each Market Vendor a designated location at Feist Park.
3. The Market Vendor shall pay a nonrefundable reservation fee of \$100.00 which shall be turned in along with this Agreement.
4. The Market Vendor agrees to provide own booth/tent 10'x10', or larger if requested, unless noted in item 18 of this agreement.
5. The Market Vendor agrees to provide generator if needed, unless noted in item 18 of this agreement.
6. On Sunday, May 31<sup>st</sup>, the Market Vendor is permitted to access of the Assigned Location as of 7:00AM for purpose of setting up. The Vendor must have setup completed no later than 10:00AM. The Vendor agrees to take down the display and clean up the assigned location beginning at 6:30PM, but no later than 8:30PM of the same day.
7. The Market Vendor is to provide and be responsible for a cash register, or moneybox and necessary cash and change.

Eureka Country Faire 2009, P.O. Box 2444, Granite Bay, CA 95746

8. On or before Sunday, April 1<sup>st</sup>, 2009, Vendor will provide ESF with Certificates of Insurance naming Eureka Schools Foundation and Feist Park as additional insured on its general liability policies and other policies, for purposes of the Country Faire only, with minimum coverage per occurrence of \$500,000.
9. Any business advertisements or signage provided by Vendor must be approved in writing by ESF prior to the Country Faire.
10. Vendor will staff the their Assigned Location with the following employees:

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11. At the end of the Faire, the Market Vendor agrees to leave the Assigned Location in at least the same condition or as prior to the Vendor's set up.
12. The Market Vendor will comply with all laws, ordinances, and permits applicable to its participation in the Faire. Vendor will collect and remit all applicable taxes.
13. The Market Vendor is responsible for all costs associated in the participation in the Country Faire, including, but not limited to, additional tables, selling its products at the Assigned Location, set up, take down, and cleaning and returning the Assigned Location to its original condition.
14. Vendor assumes full responsibility, risk and liability and hereby releases ESF and its officers, directors and volunteers from any demands, claims, losses, damages, or obligations of every nature and kind, in any way connected to Vendor's participation in the Country Faire, including without limitation, any claims on account of any bodily injury to Vendor and any of its employees or agents; or damage to Vendor's operations, property and inventory (collectively "Property"), arising from transporting such Property to and from the designated site for the Faire, inclement weather, theft, and patrons of the Country Faire.
15. Vendor hereby waives any rights under Section 1542 of the California Civil Code, as amended. Section 1542 reads as follows:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

16. Vendor agrees to defend, indemnify and hold harmless Feist Park, and ESF, its officers, directors, and volunteers from and against any and all claims, losses, causes of action, attorneys fees or demands, arising from or relating to Vendor's participation in the Country Faire.

17. ESF may terminate this agreement by giving 10 days written notice to Vendor.

18. ESF agrees to provide rental(s) for fees as outlined below:

10'x10' Market Tent	\$75.00	Qty _____	= \$ _____
6' folding Table	\$10.00 each	Qty: _____	= \$ _____
Plastic folding Chairs	\$2.00 each	Qty: _____	= \$ _____
Generator	\$50.00 each	Qty: _____	= \$ _____
Amps _____	Item(s) being plugged in _____		
<b>Sub-total</b>			<b>= \$ _____</b>

19. All notices must be addressed to the parties as follows:

Please sign below where indicated to confirm your agreement to the above terms and return a signed original copy with payment to ESF no later than *April 1<sup>st</sup>, 2009*. For further information, please contact Robyn Harris, ESF Country Faire Co-Chair, at (916) 746-7401 or [beagles-2@surewest.net](mailto:beagles-2@surewest.net).

The undersigned has read and agree to the above terms.

Vendor Name (Company) \_\_\_\_\_

Vendor Host: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_









Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>Payment Options:</b> Make Payment to ESF Country Faire</p> <p><i>Payment must be included with Agreement.</i></p> <p>Total Amount Due: \$100 + (item 18) = _____</p> <p>Credit Card Type: ___MC ___Visa ___Amex    Check # _____</p> <p>Name on Card: _____ Exp. Date: _____</p> <p>Credit Card Number: _____</p>
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Please provide a brief statement describing your product(s) that we may use in our marketing materials: \_\_\_\_\_

<b>Office Use:</b>			
 Agreement	 Insurance Certificate	 Tent	 Table
 Chair	 Generator	 Payment	 Int. _____