

Celebrating 40 Years



**MARKETPLACE VENDOR CONTRACT – 2021**

Equi-librium (hereinafter referred to as E-L), 524 Fehr Road, Nazareth, PA 18064 and \_\_\_\_\_  
(hereinafter referred to as VENDOR), intending to be legally bound, agree as follows:

1. VENDOR agrees to provide retail items for attendees at Lehigh Valley Polo 2019, an event sponsored by Equi-librium as follows:

DATE: Sunday, September 19, 2021

LOCATION OF SERVICE IN FORKS TOWNSHIP ON THE GROUNDS OF BRADEN AIRPARK, 3800 SULLIVAN TRAIL,  
EASTON, PA

TIME OF OPERATION: 10am to 4pm

ITEMS TO BE SOLD: \_\_\_\_\_

2. VENDOR shall charge reasonable prices for similar items served at similar events.

VENDOR will accept cash or credit cards. The VENDOR agrees to pay **\$75** for the space, which shall be retained by E-L as consideration for this agreement. The amount can be paid in cash, check or through a credit card, but must be paid in full no later than two weeks in advance.

3. VENDOR agrees to provide E-L with a **certificate of commercial general liability insurance (COI)**, including premises operation, independent contractor, product liability and contractual liability provisions. Vendors shall also provide evidence of Workmen's Compensation insurance, if they have employees. These must be provided to Equi-librium no later than two weeks in advance. **Equi-librium and Lehigh Northampton Airport Authority** shall be named "additional insured" on this policy as regards to premises operations and product liability. The minimum limit of liability under this policy shall be \$1,000,000.

Vendor may obtain ONE-DAY event insurance with the following company:

EVENTSURED

[www.Eventsured.com](http://www.Eventsured.com)

24 S. Newtown Street Road

Newtown Square, PA 19073

888-882-5902

Please note, failure to provide certificate of insurance shall terminate this contract.

4. VENDOR's responsibilities hereunder shall include:

- a. VENDOR shall be solely responsible and pay for the Pennsylvania sales tax, any gross receipts tax or any other tax levied by any other governmental organization with respect to sales or activity of VENDOR under this agreement.
- b. VENDOR agrees to be present with a representative in the area at all times.

c. VENDOR shall return this contract to the E-L offices at: **Equi-librium, 524 Fehr Road, Bethlehem, PA 18064** or [admin@equi-librium.org](mailto:admin@equi-librium.org), no later than two weeks in advance.

5. E-L's responsibilities hereunder shall include:

- a. E-L agrees to provide VENDOR with a 10' x 10' space to conduct VENDOR's sales.
- b. E-L shall conduct promotion of Lehigh Valley Polo and of VENDOR's items and location as it, in its sole discretion, deems fit.

6. VENDOR shall be solely liable for any equipment, or other items of personal property that it brings to the above location both during event hours and thereafter. VENDOR represents that it has insurance covering said items for loss due to vandalism, theft or other casualty. E-L will provide such security as it can for the set-up period, operating and non-operating hours during the event, and the take-down period. However, it is specifically agreed that E-L shall be held harmless for any claim for theft, vandalism, casualty or other loss whether or not said casualty or loss is covered by insurance, with respect to VENDOR's personal property left on the location both before, during, and after operating hours. Any personal theft should be reported immediately to E-L.

7. VENDOR hereby agrees to indemnify and hold harmless, E-L, its officers, agents, volunteers, and employees, of and from all actions, causes of action, damages, suits, or claims of any kind resulting from the service provided by VENDOR under this agreement, including but not limited to, any acts of VENDOR, its agents, volunteers or employees in the performance of this agreement, personal injury or damage to personal property or real estate resulting from the acts, errors or omissions of VENDOR, its agents, volunteers, or employees, whether negligent or non-negligent, or damage to VENDOR's personal property.

8. VENDOR acknowledges that no representations have been made to the VENDOR with respect to the size of attendance at Lehigh Valley Polo, nor have any representations been made with respect to anticipated sales. Vendor agrees that it shall retain and replenish sufficient supplies to accommodate the attendees at the event.

9. E-L requires all VENDORS to conduct the operation of the business in a professional manner. In the sole discretion of E-L, a vendor who does not conduct himself, his agents, or employees, in a professional manner, may be precluded from involvement in future events.

10. This agreement shall be binding on the parties hereto, their successors and assigns and shall not be amended except by written agreement signed by both parties. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and all actions hereunder shall be in Northampton County, Pennsylvania.

11. In the event that Lehigh Valley Polo is cancelled upon rule, regulation, order or recommendation of any state, federal or local governmental agency or by E-L in response to any public health threat such as the outbreak of a highly communicable disease, this agreement may be cancelled by E-L on written notice to VENDOR without further liability on either party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

Equi-librium, Inc

VENDOR

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_