

VENDOR AGREEMENT

This Agreement is made and effective this ____ day of _____ 20____, by and between Penwomanship magazine on behalf of the Awesome Families Expo ("Expo") on behalf of Children's Healthcare of Atlanta, a not-for-profit corporation organized under the laws of the State of Georgia, having its principal place of business in Atlanta, Georgia, and _____, a sole proprietor ("Vendor"), having his or her principal place of business in _____, _____.

WHEREAS, the Expo desires to provide display space for vendors to exhibit, demonstrate and sell their products at the Awesome Families Expo scheduled October 7, 2006, at Clarkston High School, 618 N. Indian Creek Drive Clarkston, Georgia 30021; and WHEREAS, Vendor desires to display its goods and products at the Expo, which said goods and products to be sold and/or demonstrated by vendor are more specifically described as _____;
and Now, therefore, in consideration of the mutual promises herein, the Expo and Vendor agree as follows:

1. Engagement:

Expo hereby agrees to provide Vendor space to exhibit, display and sell goods, products and services at the Expo and Vendor agrees to exhibit, display and sell goods and products according to the following:

- A. Vendor will choose from the following locations: Lunchroom; Gymnasium lobby.
- B. Upon execution of this Vendor Agreement and the Vendor Form, attached herein as Exhibit "B" and incorporated by reference, receipt and approval by Penny White, Vendors Coordinator, ("Approved Vendor"), space for vendors will be assigned on a first come first serve basis based upon availability. Vendor space will also be subject to the commercial use and value based upon the information provided by the vendor.
- C. Approved vendors will be allowed to set up displays **beginning Saturday, October 7, 2006, between 8:00 a.m. and 12:00 p.m. (noon).**
- D. All vendors must completely remove all display items, goods and products from Clarkston High School no later than midnight Saturday, October 7, 2006. Any and all merchandise and/or equipment remaining after 12:00 midnight will be discarded at the discretion of Clarkston High School and the Expo.
- E. Vendors shall not sell or demonstrate products that produce fumes or odors (e.g., fingernail products, etc.).
- F. Vendors shall not sell or demonstrate products of a pornographic, explicitly violent or suggestive nature.
- G. No tapes or other recordings are allowed by Vendor unless directly related to the sale and demonstration of its goods, products or services. Should Vendor play any related tapes or other recordings, Vendor agrees to keep down the sound level so that it does not interfere with immediate surroundings and activities, or the displaying, demonstrating, or selling by other vendors.
- H. Vendor shall not sell food or drinks.
- I. Vendor shall not tack, nail or screw into the walls, floors, columns, and other parts of Clarkston High School or its fixtures.

2. Term.

The Term of this Agreement shall begin 8:00 a.m., Saturday, October 7, 2006 and end Saturday, October 7, 2006, midnight.

3. Payment.

- A. Payment for providing space to vendors shall be in accordance with the price list described in Exhibit "A". All fees are due by 5:00 p.m., Friday, August 25, 2006. Signed Agreements and Vendor Forms not accompanied by proper payment will not be processed, nor assigned space.
- B. No personal checks will be accepted. Only certified checks, company checks, or money orders will be accepted. If payment has been made by PayPal via online, PayPal Confirmation Number must be included.

4. Cancellation Policy.

In the event the Vendor finds it necessary to cancel participation at the Expo, refunds will be made as follows: a 50% refund will be given for all cancellations received in writing by 5:00 p.m., Friday, September 22, 2006. No refunds will be given for cancellations made after 5:00 p.m., September 22, 2006. Cancellations will be accepted in writing only and submitted to Penny White.

5. Subletting of Space.

Vendors shall not be permitted to sublease or sublet any part of the space allotted to it. Vendors are not allowed to advertise materials or products not related to its goods, products, or services.

6. Warranties.

Upon execution of this Agreement, Vendor warrants that it has proper authority to sell all items it sells or demonstrates. Vendor further warrants that it adheres to all U.S. Internal Revenue Service, state and local governmental regulations related to selling and demonstrating its goods, products and services. The Expo shall not be responsible for any copyright infringements, or violations of the U.S. Internal Revenue Service, state and local governmental regulations.

7. Insurance.

Neither the Expo nor Clarkston High School shall be responsible for merchandise, equipment, or other related items that are lost, damaged, or stolen prior to, during, or subsequent to the Expo. Further, neither the Expo nor Clarkston High School shall be responsible for any death or personal injury to Vendor's employees, representatives, or agents. This Agreement shall be subject to the Agreement executed by the Expo and Clarkston High School. Vendor shall be responsible for insuring its property and equipment and providing liability insurance for its employees, representatives, or agents. By executing this Agreement, Vendor warrants that it currently has general liability and property damage insurance that covers its equipment, merchandise, employees, representatives and agents. The furnishing of security by the Expo or Clarkston High School shall not affect the non-liability of the Expo, its members, officers, representatives or employees, or Clarkston High School, its employees, representatives, or agents.

8. Indemnification.

Vendor shall indemnify and hold harmless the Expo and Clarkston High School, its employees and agents for all proceedings, causes of action, suits, damages, losses, liability, costs and expenses, including reasonable attorneys' fees and costs, whatsoever that may arise, either directly or indirectly, in connection with this Agreement, or the negligence or willful conduct of Vendor, its employees, representatives, agents and independent contractors in performing its obligations under this Agreement, regardless of whether such proceedings arise in tort, contract, equity, under any statute, common law, or otherwise. In addition, Vendor acknowledges that neither the Expo nor Clarkston High School maintains insurance to cover Vendor, its property or employees.

9. Independent Contractor.

Vendor is and throughout this Agreement shall be an independent contractor and not any employee, partner, or agent of the Expo. The Expo shall not be responsible for withholding income or other taxes from the payments made to Vendor. Vendor shall be solely responsible for filing all returns and paying any income, social security, or other tax levied upon or determined with respect to the payments made to Vendor pursuant to this Agreement.

10. Amendments.

The Expo reserves the right to interpret, amend and enforce this Agreement. Written notices of any amendments or interpretations shall be given to Vendor. Vendor agrees to abide by this Agreement and any subsequent amendments hereto. Vendor shall not alter or amend this Agreement without written consent from Penny White.

11. Controlling Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

12. Final Agreement.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written, or oral.

13. Notices.

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested, or sent by recognized overnight courier service as follows:

Penny White
P.O. Box 235
Pine Lake, GA 30072-0235

14. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Penny White Date

Vendor Name, Title Date

EXHIBIT "A"

Before August 1, 2006

Lunchroom \$495 each
One (1) Table
Two (2) chairs

Gym Lobby \$595 each
One (1) Table
Two (2) Chairs

After August 1, 2006

Lunchroom \$595 each
One (1) Table
Two (2) Chairs

Gym Lobby \$695 each
One (1) Table
Two (2) Chairs

Deadline for all vendors is August 25, 2006

EXHIBIT "B"

Vendor Name _____

Mailing Address _____

Vendor Phone Numbers: Home _____ Business _____ Mobile _____

Vendor Fax Number/E-mail address: _____

Description of Item(s) to be sold _____

I am interested in the following space:

Before August 1, 2006

After August 1, 2006

1 Lunchroom Table @ \$495.00 each

1 Lunchroom Table @ \$595.00 each

1 Gym Lobby Table @ \$595.00 each

1 Gym Lobby Table @ \$695.00 each

Vendor's Signature _____ Date _____

PayPal Confirmation Number (if applicable): _____

Forward complete Agreement along with the appropriate fees payable to:

Penwomanship

P.O. Box 235

Pine Lake, GA 30072-0235

Telephone: 404-298-8621

Please write "Children's Healthcare Fundraiser" on the memo line

FOR OFFICE USE ONLY

Fee in the amount of \$ _____ received on _____, 20____ for a _____ Table

Assigned Table No. _____

Receipt No. For Payment _____

Date Copy of Agreement and Receipt Returned to Vendor _____

Received By: _____