

Marketing Vendor Agreement

THIS AGREEMENT, is by and between the CITY OF AURORA, 15151 E. Alameda Parkway, Aurora, CO 80012 (“CITY”) and the party designated on the face application (“MARKETING VENDOR”).

The CITY desires to permit MARKETING VENDOR to exhibit said advertising on attached application during Global Fest event. Now, therefore, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. **RIGHT TO ADVERTISE:** MARKETING VENDOR shall have the right to advertise as set forth on the application. Said advertisements are to occur only within the area designated by the CITY for the MARKETING VENDOR. The CITY has a zero-tolerance policy for the display of advertising that displays and/or promotes any of the following: gang colors/symbols, drugs, drug paraphernalia, and illegal activities. Any MARKETING VENDOR found to be in violation of these policies is subject to expulsion from the event without any refund. Enforcement of this is at the sole discretion of CITY management.
2. **BEVERAGES:** MARKETING VENDORS shall not sell, distribute, or in any way disseminate alcoholic or non-alcoholic beverages, INCLUDING WATER, unless otherwise agreed upon in writing.
3. **PRODUCTS:** Absolutely no “Global Fest” merchandise may be sold at the event unless otherwise agreed upon in writing. MARKETING VENDORS shall not advertise any item not identified on the application without prior written approval of the event.
4. **HOURS OF OPERATION:** MARKETING VENDOR booths must be fully staffed and open, and must remain fully staffed and open between the hours of 1:00 p.m. and 9:00 p.m. on August 19, 2017 regardless of weather conditions. Closing early or opening late for any reason, may preclude MARKETING VENDOR from participating in future City of Aurora events. MARKETING VENDOR understands that the event will be held rain or shine, and no refunds shall be given.
5. **BOOTH SIZE:** Booth size will be one of two sizes depending on payment either 10 ft. wide by 10 ft. deep or 20 ft. wide by 10ft. deep for all MARKETING VENDORS. MARKETING VENDOR understands that the CITY, at its sole discretion, will assign space.
6. **RENTAL EQUIPMENT:** The City of Aurora will not provide any equipment to the MARKETING VENDOR including but not limited to chairs, tables, tents, etc. MARKETING VENDORS are required to provide their own equipment.
7. **WEATHER SECURITY:** MARKETING VENDORS shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible to bring their own anchoring devices (weights and/or water barrels). Vendors WILL NOT be allowed to use stakes for securing tents, canopies, etc. on the Great Lawn per the regulations of the City of Aurora.
8. **SPACE RENTAL FEE:** MARKETING VENDOR agrees to rent a booth space during the event to be held Saturday, August 19, 2017. All fees are due and payable with the submittal of this agreement and additional required documents NO LATER THAN June 30, 2017. No subletting of booth space is permitted.
9. **LOAD-IN/SET-UP:** Load-in and set-up times vary based on booth location. Load-in and set-up must be completed between the hours of 10:00 a.m. – 12:00 p.m. on Saturday,

- August 19, 2017. All booth set up must be completed by 1:00 p.m. Vendor vehicles will have limited access to vendor area, please be prepared to move things by hand or dolly.
10. **LOAD OUT:** All **MARKETING VENDOR** materials and **GARBAGE** must be removed from event site by 11:00 p.m. on Saturday, August 19, 2017.
 11. **SIGNAGE:** All **MARKETING VENDOR** signs and banners must be contained within the assigned booth space. Each **MARKETING VENDOR** is responsible for supplying their own signage for their booth.
 12. **CONDUCT:** **MARKETING VENDOR** may not consume alcoholic beverages within any assigned booth space. Vendors must be suitably attired at all times. Behavior unsuitable for the **CITY**, or which constitutes a public nuisance, will not be permitted. **VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE EVENT.**
 13. **STORAGE:** All **MARKETING VENDOR'S** property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed.
 14. **ELECTRICAL SERVICE:** **MARKETING VENDOR** agrees to purchase electrical service, if necessary, from the **CITY**. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by the **CITY** and designated in writing as part of this agreement. It is the **MARKETING VENDOR'S** responsibility to supply all cables and extension cords which must be UL approved.
 15. **CANVASSING:** **MARKETING VENDORS** may conduct business only from inside their booth space. Canvassing from outside of the booth space is not permissible and **MARKETING VENDOR** shall be liable for immediate closure and removal from the event with loss of all submitted monies. Canvassing **MAY NOT** be done any closer than 1 block from outside the event boundaries.
 16. **SITE INSPECTION:** **MARKETING VENDOR** is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of the **CITY**, charges to repair or correct any damage or alteration. Vendor is responsible for returning the booth space site to its original physical condition by 11:00 p.m. on August 19, 2017.
 17. **GOVERNING LAWS:** This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the City of Aurora, County of Arapahoe, and State of Colorado.
 18. **SECURITY:** **MARKETING VENDORS** are responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire event site. No security personnel will be assigned specifically to any particular vending area. The **CITY** shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
 19. **INDEMNITY:** **MARKETING VENDOR** shall indemnify and hold the **CITY**, the **CITY** staff, contractors, and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of **MARKETING VENDOR** under this agreement, and shall reimburse the **CITY** for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
 20. **VIOLATIONS:** **MARKETING VENDOR** acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the vendor's participation in the event. In the event this agreement is terminated as a result of any breach by the **MARKETING VENDORS**, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

21. **AGREEMENT MODIFICATIONS:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the parties unless in writing, and executed by the parties to be bound hereto.
22. **AGREEMENT DEADLINE:** This agreement shall be signed by the **MARKETING VENDOR** and **returned to the CITY on or before June 30, 2017**. This agreement shall become effective when received and signed by the CITY management.
23. **RESOLUTION OF DISPUTES:** In the event of a dispute arising in any manner as a result of, or in any way related to, this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitrations or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
24. **CANCELLATION:** **MARKETING VENDOR** understands that if the vendor cancels after the execution of this agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
25. **BOOTH ACCESS:** The CITY and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than CITY management.
26. **EVENT DISPLAYS:** The CITY reserves the right to locate, or relocate any exhibit or display where it is in the best interest of the CITY. The CITY reserves the right to cancel any exhibit or display that is not in the best interest of the CITY.
27. **LIABILITY INSURANCE:** **MARKETING VENDORS** must provide the City with a liability policy as detailed on page 7 of the Marketing Vendor Application Packet.

By checking the box associated with this agreement, **MARKETING VENDOR** acknowledges that:

- a. Vendor has had the opportunity to review this agreement;
- b. Vendor has enclosed **All** required documentation and payment;
- c. Vendor has had the opportunity to consult with legal counsel if desired; and

Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.