



THE COLUMBIA CLASSIC GRAND PRIX
Sunday, September 20, 2009
Vendor Agreement

THIS CONTRACT made this ____ day of _____, 200_, by and between the Howard Community College Educational Foundation, Inc. hereinafter referred to as the "Foundation" and _____ hereinafter referred to as the "Vendor."

WHEREAS the Foundation is promoting the Columbia Classic Grand Prix on Sunday, September 20, 2009; and

WHEREAS the Foundation intends to provide entertainment, concessions and a variety of other services to the public attending the Grand Prix; and

WHEREAS the Foundation desires to enter into written contract with persons, corporations, groups, and associations to provide appropriate services at the Grand Prix; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Foundation wholly grants and leases to Vendor the rights, privileges and space on Sunday, September 20, 2009, to conduct, operate and sell upon said premises, such business, articles and services set forth herein.
2. **Vendor certifies that their business, articles and services include only food or eligible beverages, consumer-related products or services or equine-related subject matter.**
3. Vendor agrees that it shall be bound by and shall adhere to any and all rules and regulations promulgated by the Foundation concerning conduct at the Grand Prix.
4. The exact space, size and location of leased area shall be determined by the Foundation, and the Foundation, in its sole discretion, shall approve the installation and design of any structure erected or placed by Vendor on said space (see attached vendor application).
5. Vendor agrees that the privileges granted hereunder give Vendor the right to conduct, operate and transact business as set forth herein, to conform and stay within the pre-measured space, and at no other location and for no other purpose without permission of the Grand Prix Event Coordinator.
6. Vendor agrees to pay the HCC Educational Foundation, a **non-refundable** rental of \$200 per space and to include that payment with this signed contract.
7. **Vendor agrees to obtain, at Vendor's expense, all necessary licenses and permits necessary for Vendor's operation**, and agrees that vendor is knowledgeable of and will comply with and abide by all applicable State and Howard County Health and Fire Laws and Regulations. Vendor shall also provide the Foundation with a copy of any and all required licenses and permits, **including certificate of insurance.**
8. Vendors shall be permitted on the Grand Prix grounds **beginning 7 a.m. on Sunday, September 20, 2009** for the purpose of preparing booth for sales. **Vendor vehicles must be off show grounds by 9 a.m., Sunday, September 20, 2009.** Vendor agrees to maintain operations from 10 a.m. on September 20, 2009 until the end of the Grand Prix, approximately 5 p.m.
9. Vendor agrees that agents or representatives of the Foundation shall have free access to leased space at all times during Grand Prix operating hours for inspection or other necessary purposes.
10. Vendor shall not use or be allowed to use on or about the designated space or elsewhere on the grounds any music, instruments, loudspeakers, sound devices, or similar equipment.

11. Vendor agrees to keep the assigned space and the surrounding area 10 feet on each side the said space clean and free of bottles, rubbish and debris. Vendor shall be responsible for removing trash from its booth to trash cans provided by the Foundation.
12. Vendor agrees to park only those vehicles displaying Grand Prix permits in areas and during hours to be designated by the Foundation.
13. Upon termination of operations, as contained herein, Vendor shall dismantle and remove from the grounds all of his property on the leased space no later than 11:59 p.m., September 20, 2009, or be subject to charges for removal as determined by the Foundation.
14. Vendor agrees to return the leased space to the Foundation in a clean condition, free of all trash and other material and said area shall be in the same condition as when occupied, reasonable wear and tear excluded.
15. Vendor agrees to collect, pay, withhold and report all taxes imposed, if any, for Vendor's operations.
16. Vendor agrees that it shall not act as an agent for Foundation in any manner whatsoever and at all times Vendor shall constitute an independent contractor.
17. Vendor agrees to indemnify and hold harmless the Foundation, Howard Community College and Howard County Government from any and all liability, claims, demands or actions that may be brought against the Foundation, College and/or County as a result of fire, theft, water, natural disasters, actions, conduct or negligence of the Vendor, its agents, employees or assigns related to the Vendor's performance of the contract. The obligation accepted by the Vendor shall include, but not be limited to reimbursements of attorney's fees, damage, litigation expenses and court costs.
18. Vendor agrees to limit the type of items sold or given away to those stated in attached vendor application with prior approval by the Foundation.
19. This contract, or any portion hereof, shall not be assigned, sublet or otherwise disposed of without prior written consent of the Foundation.
20. Booths are sold on a first-come, first-serve basis. Agreements will not be accepted after September 4, 2009.

It is agreed by the parties hereto that this Agreement contains all the terms, conditions and agreements between the parties and that any modification of this Agreement must be in writing signed by the parties.

WITNESS:

Signature,
Vendor Representative

Date

Signature,
Howard Community College Educational Foundation, Inc.
10901 Little Patuxent Parkway
Columbia, MD 21044

Date