

## ONEDRUMM VENDOR AGREEMENT

Thank you for your interest in vending with OneDrumm and being part of our event. This Vendor Agreement will be effective as of \_\_\_\_\_, between OneDrumm and \_\_\_\_\_ referred to as "The Vendor" in this document. \_\_\_\_\_ where \_\_\_\_\_ (Event Name) will be held, and where \_\_\_\_\_ (Vendor Name) is engaged in the business of \_\_\_\_\_ [Type of Business] located at \_\_\_\_\_ (Business Address).

### PURPOSE.

OneDrumm agrees to provide \_\_\_\_\_ a 10x10 space to conduct business in \_\_\_\_\_ (Venue Address), at \_\_\_\_\_ (Location) and (Name of Vendor) accepts the opportunity to participate as a vendor in this event on \_\_\_\_\_ (Date), and agrees to the following conditions:

### HOURS OF OPERATION.

The festival area will be available to The Vendor from \_\_\_\_\_ (Hours)

### INSTALLATION AND TEAR DOWN.

We ask The Vendor to supply their own (10x10) canopy, tables, and chairs, and to arrive by \_\_\_\_\_ am/pm and be set up by \_\_\_\_\_ am/pm and break down after the closing ceremony between \_\_\_\_\_ am/pm.

### PROMOTION.

We ask The Vendor to help with promoting the event in their social media circles.

### PAYMENT.

**Retail Vendors:** A 10x10 booth space is available at the cost of \$100 and The Vendor is also asked to donate a gift for our raffle.

**Food Vendors:** A 10x10 food vendor space is available at the cost of \$200. The Vendor will be responsible for obtaining a food service permit at their own from the City or the County.

**Payment deadline:** We ask all payments be submitted by \_\_\_\_\_ (Date) and food vendors include an email containing a copy of the required permits from the City or County.

### **A SPIRIT OF UNITY.**

We ask that The Vendor come in a good way, with a kind and respectful attitude for all those they encounter and to uphold the spirit of unity established by OneDrumm for this event. As an intertribal group, we ask The Vendor to acknowledge all indigenous people, tribes, and nations with respect and honor.

### **CONSIDERATION.**

The Vendor is asked to be considerate of the land and keep the space neat, clean, and orderly. This responsibility includes removing any bulk trash during and after the event. If The Vendor space requires OneDrumm to remove debris or trash, this will result in additional removal fees.

We ask The Vendor to keep displays and signs free-standing with nothing attached to walls or columns of the property. We ask The Vendor to be considerate by not allowing their signs to block other vendors' shops or impede their space.

### **UTILITIES.**

OneDrumm will not provide telephone, water, electrical or drain services to The Vendor. If The Vendor requires these services, it will be at The Vendor's expense.

### **QUALITY PRODUCTS.**

We ask The Vendor to ensure the proper quality of the products and to comply with all applicable laws as to The Vendor's sales.

### **STAFF.**

We ask The Vendor to ensure they have adequate staff to efficiently operate the Space provided by OneDrumm, and they advise employees or helpers of the spirit of unity and how our guests should be treated.

**FOOD AND BEVERAGES.**

We ask nonfood vendors not to sell or give any food samples to attendees, but are free to bring food for their own personal needs.

**CULTURE PRESERVATION.**

We ask The Vendor to honor the requests of our elders by not selling any of the medicines of our people. These medicines are given as offerings for those we honor, and not sold to one another within the indigenous community. This will include not selling tobacco, cedar, sweet grass, sage, or copal.

**INSURANCE & PERMITS.**

Although OneDrumm will cover the cost of the event insurance for retail and food vendors, The Vendor agrees to pay OneDrumm for any harm or damages caused (by them or their employees or associates) to another person or to the property while vending at the event.

Food vendors are required to submit the proper permits from the city the County.

**INDEMNIFICATION.**

We ask The Vendor to agree to indemnify and hold Onedrumm harmless from all claims, losses, expenses, and fees including attorney fees, costs, and judgments that may be asserted against OneDrumm that result from the acts or omissions of The Vendor and/or The Vendor's employees, agents, or representatives. OneDrumm shall be solely responsible for ensuring all applicable laws are followed and complied with in selling and presenting OneDrumm products and services at the Event.

**FEES AND REMEDIES.**

The Vendor understands that booth fee are non-refundable unless for some reason the event is canceled.

**FORCE MAJEURE.**

The Vendor understands a refund would not be granted where the term Force Majeure applies, meaning acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages, or other labor disputes, or supplier failures.

**ARBITRATION.**

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators, in turn, shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**ENTIRE AGREEMENT.**

The Vendor understands that this Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**GOVERNING LAW.**

This Agreement shall be construed in accordance with the laws of the State of California.

**NOTICE.**

The Vendor understands that all written correspondence should be forwarded to [info@onedrumm.com](mailto:info@onedrumm.com), or sent to 1515 Mural Dr., Claremont Ca, 91711. And

OneDrumm understands that all written communication should be forwarded to

\_\_\_\_\_ (Vendor email)

\_\_\_\_\_ (Vendor Address)

**ASSIGNMENT.**

The Vendor understands that neither party may assign or transfer this Agreement without the prior written consent of OneDrumm and The Vendor.

**SIGNATURES.**

This Agreement is signed on behalf of OneDrumm by Ginger Grant And on behalf of ONEDRUMM by GINGER GRANT and is effective as of the date first written above.

**Organizer:** OneDrumm } By: GINGER GRANT      Date: \_\_\_\_\_

Print name and title: Ginger Grant, Secretary OneDrumm

**Vendor:** Vendor Name | By: \_\_\_\_\_ Date: \_\_\_\_\_

Print name and title: