

Purple Pentacle Special Events

Vendor Agreement

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289-303-7163

This Agreement for event planning services is hereby entered into by:

VENDOR: (Hereinafter referred & referenced as "Vendor")

Company Name:
Address:
Telephone No.:
Contact Person:

VENUE:

Place of Event: Greg Frewin's Magic Theatre		
Address: 5781 Ellen Ave		
City: Niagara Falls	Prov: Ont	Postal Code:
Type of Event: Pagan Festival		Date of Event: Sat Oct 26, 2019
Setup Time: 9am-10am	Start Time: 10am	End Time: 4pm

1. Vendors will need to provide their own tables and chairs. The booth fee agreed upon is \$___75___ per booth allotted, for a total of (# of booths x \$75) \$_____. The event planning fee must be paid in full BEFORE the start of the event.
2. Purple Pentacle Special Events represents and warrants to Vendor that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of the Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws. However, Vendor will not determine or exercise control as to general procedures or formats necessary to have these services meet Vendor's satisfaction.
3. This Agreement of Purple Pentacle Special Events to perform shall be excused by Acts of God or Goddess, or any other legitimate condition beyond Purple Pentacle Special Events' control. If such circumstances arise, all reasonable efforts will be made by Purple Pentacle Special Events to find comparable replacement event planning at the agreed upon fees. In the event that Purple Pentacle Special Events is unable to procure a replacement, Vendor shall receive a full refund of all fees paid to Purple Pentacle Special Events. Vendor agrees that in all such circumstances, Purple Pentacle Special Events liability shall be exclusively limited to refunding the fees paid and that Purple Pentacle Special Events shall not be liable for indirect or consequential damages arising from any breach of this contract.
4. In the event of non-payment, Purple Pentacle Special Events retains the right to attempt collection through all legal and permissible means. Vendor will be responsible for all court fees, legal fees, and collection costs incurred by Purple Pentacle Special Events.

5. It is agreed that Vendor will take reasonable steps to protect Purple Pentacle Special Events personnel and equipment during the contracted period. In the event of injuries or damages resulting from insufficient protection on Vendor's part (except in the case of gross negligence on the part of Purple Pentacle Special Events), Vendor will be responsible for paying for all of Purple Pentacle Special Events resulting costs (including, but not limited to, insurance deductibles, medical treatment) that are not reimbursed by insurance. (Init.)
6. This agreement cannot be canceled except by mutual written consent of both the Vendor and Purple Pentacle Special Events. If cancellation is initiated by the Vendor in writing and agreed to by Purple Pentacle Special Events in writing, Vendor will be required to pay any unrecoverable costs already incurred by Purple Pentacle Special Events (but not more than the total fee agreed upon).
7. Vendor shall pay any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, etc.
8. It is hereby agreed and understood that the laws of Ontario shall govern this agreement.
9. Vendor agrees to defend, indemnify, assume liability for and hold Purple Pentacle Special Events harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (except for gross negligence on the part of Purple Pentacle Special Events).
10. Vendor may not transfer this contract to another party without the prior written consent of Purple Pentacle Special Events
11. This agreement is not binding until received and signed by Purple Pentacle Special Events. Any changes must be written and signed by both the Vendor and Purple Pentacle Special Events. Oral agreements are non-binding. The latest contract supersedes all previous contracts between Vendor and Purple Pentacle Special Events for the event listed above. If any clause in this Agreement is found to be unenforceable by a court of law, the rest of this Agreement shall remain in full force and effect.
12. This Agreement may be executed in multiple counterparts, and each such executed counterpart shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile signatures to this Agreement are acceptable and carry with it the same full force and effect as an original signature.
13. Purple Pentacle Special Events may elect not to exercise rights specified in this agreement. By doing so, Purple Pentacle Special Events does not waive their right to exercise those rights at a future date.

Purple Pentacle Special Events

Date:
Print Name:
Signature:

Vendor

Date:
Print Name:
Signature: