



Vendor Agreement

Event: Whole Lotta Health Expo
Sunday, June 23, 2024, 11:00am-3:00pm

Application Fee: \$10 to be applied towards vendor fee.

Application Deadline April 15th, 2024

Cost of Participation: \$100 and donation of gift, item, or gift certificate valued at \$30-\$50 to be used to giveaways during the event. Make check payable to: The Muscle Center or Venmo (@themusclecenter)

This Vendor Agreement (“Agreement”) is entered into between The Muscle Center (TMC) and _____ (“Vendor”) and pertains to the assigned area located at 7782 Service Center Dr, West Chester, OH 45069 (the “Premises”).

IN CONSIDERATION of the mutual promises and obligations contained in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, TMC hereby grants to Vendor the revocable right to temporarily occupy and use the Premises, and Vendor accepts the same, on the following terms.

Rules and Regulations: Read the entirety of the document, initial each section, and sign to confirm that you have read and understand the rules and regulations and agree to abide by them.

Use of Premises **X**_____

Vendor’s use of the Premises shall be restricted to the designated business hours; 8am – 4pm on June 23, 2024. All products offered for sale by Vendor shall be of high quality and with prices to be clearly visible to the public. Vendors are responsible for complying with local, state, and federal requirements governing the sale and productions of their products, and for acquiring the necessary permits and licenses. Vendors are required to provide copies of all relevant licenses, certifications and permits. All prepared foods must be properly labeled in accordance with government regulations. Vendor agrees not to sell any products that TMC believes are non-conforming.

Insurance **X**_____

The Vendor is required to carry Commercial General Liability Insurance in an amount not less than \$1,000,000. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract.

Attendance **X**_____

If a vendor cannot attend the event(s) under contract, notice must be given as soon as possible but a minimum of 5 business days in advance via email to the Event Coordinator. Communications between the Event Coordinator and the vendor will be handled through email or phone call whenever possible.

Booth Equipment **X**_____

Vendors will be responsible for equipment (tents, tables, chairs, etc.). The Premises is not responsible for providing any equipment.

Cleaning Fees **X** _____

If your booth space is not left clean, TMC may invoice you for a cleaning fee that must be paid immediately. Non-compliance will result in a report of your damages to TMC and your exclusion of participation in any future TMC events. You may be liable for other fines or fees from TMC.

Electric **X** _____

The parking lot has limited electricity. For this reason, access to electric is not promised to vendors.

Garbage **X** _____

Vendors are responsible for keeping their booth clean and putting all garbage in the provided receptacles.

Indemnification **X** _____

Vendor agrees to save, hold harmless and indemnify the Premises, its agents and employees, from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising out of or in any way connected with Vendor's use or occupancy of the Premises, or any of Vendor's activities in the event, or those of Vendor's agents, contractors, employees, customers and invitees while in or on the Premises and/or the event. Notwithstanding anything contained in this Agreement to the contrary, Vendor agrees that no individual director, officer, employee or agent of the Premises shall have any personal liability with respect to any of the provisions of this Agreement. Under no circumstance shall Vendor have a claim or cause of action against any individual director, officer, employee or agent of the Premises with respect to any breach of this Agreement by TMC as TMC, or for any injury or damage sustained by Vendor, its employees, contractors, agents, customers or invitees arising out of or in connection with Vendor occupying and/or operating a retail business at the Premises. This provision shall insure to the benefit of the Premises, its successors and assigns and their respective principals.

Termination **X** _____

TMC shall be entitled to terminate this Agreement, whereupon Vendor agrees to immediately vacate the Premises, in the event TMC provides notice of termination for the reasons set forth below, without the need for any formal eviction procedures.

In the event any dispute arises as to the meaning or enforcement of this Agreement, or otherwise arising out of Vendor's occupancy and/or business operations pursuant to or during the Term of this Agreement, the parties agree that the courts located in Butler County, Ohio shall have exclusive jurisdiction and venue over any such proceeding.

I have read and understand these Rules and Regulations and I agree to abide by them.

If I have employees or other agents present at the event, I ensure that they understand the rules and regulations required by this document for the Whole Lotta Health Expo and The Muscle Center.

I understand that if I do not abide by the aforementioned rules and regulations that TMC can suspend or end my ability to participate in other TMC managed events.

Vendor's Name

(printed) _____ Date _____

Vendor's Name

(signature) _____ Date _____

*****You will receive a separate email with details for set up, what to expect, when to arrive, etc. after your agreement has been approved.***

*****Please send us your logos and relevant pictures you would like us to use so we can advertise that you're in the event! TheMuscleCenter@gmail.com***