

DOWNTOWN PETOSKEY EVENT VENDOR AGREEMENT

For and in consideration of Downtown Management Board to allow (organization name)

_____ to participate in the Petoskey Holiday Open House on Friday, December 6 (6-9 pm) as a vendor to promote the work and programs of that organization. The products and/or services to be sold need to be pre-approved in writing by the Downtown Management Board and City of Petoskey.

The vendor is responsible for providing supplies, necessary licenses, and an adequate number of workers. There is no fee for this event.

The City staff must approve the set-up location, time, and the use of tents, displays, amusement equipment, cooking equipment, or any other equipment or supplies beyond the typical tables and chairs.

STAKES ARE NOT PERMITTED IN THE PARKS. Tents or amusement equipment must be secured with weights. Electricity may be available, with prior notification, and the vendor must supply extension cords, with adequate protection to guard against trip hazards.

The vendor may not continue to sell products or services beyond the posted hours of the event.

The Downtown Management Board or the City of Petoskey may stop the operation of any services, or stop the sale of any products that in its sole judgment are deemed unsafe or a nuisance.

If applicable, vendors are responsible for all health department permits and for following all health department rules pertaining to the sale of food. The Vendor is also responsible for payment of any applicable sales or use taxes.

Vendor agrees to indemnify and hold harmless the Downtown Management Board, the Petoskey Regional Chamber of Commerce and the City of Petoskey and their employees, agents, directors, officers and volunteers from any and all claims, actions, costs, damages, expenses of litigation, and attorney fees arising from the actions of Vendor of its employees, agents, or volunteers related to Vendor's activities under this Agreement.

This Agreement may not be assigned.

This Agreement can only be amended by a written document executed by both parties.

This Agreement and the written approvals contemplated by it are the entire understanding of the parties.

This Agreement shall be constructed under the laws of the State of Michigan.

I have read and understand the agreement as presented.

Date: _____

X

(Staff Executive, Not-For-Profit Vendor)

Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

We hereby approve this Agreement:

Date: _____

X

Andi Symonds, Downtown Marketing and Promotions Director

Name: Andi Symonds
Downtown Petoskey Marketing and Promotions Office
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Please provide a detailed description of the products or services you plan to offer at the event:

Please return completed agreement to the Downtown Marketing and Promotions Director.