



Gator Run Elementary PTA

Holiday Bazaar 2018

Vendor Contract

On behalf of Gator Run Elementary PTA, we thank you for your interest in featuring your products at our upcoming NEW event, The Holiday Bazaar. The event will be held on Friday, November 30th, 2018 from 5:00 p.m. until 9:00 p.m. in the Cafeteria at Gator Run Elementary School (1101 Glades Parkway, Weston, FL 33327)

Please indicate your relationship to Gator Run Elementary:

- Gator Run Current Parent
- Gator Run Past Parent
- Gator Run Alum
- None
- Other (Please explain) _____

The purpose of this contract is to confirm the terms of the agreement between Gator Run Elementary ("Gator Run") and _____ (Insert company name). The basic conditions of our agreement are as follows:

1. As a vendor, your company shall hold semi-exclusive rights to the sale of _____ at the Holiday Bazaar. Gator Run will make every effort to host no more than five (5) vendors at the Holiday Bazaar within each of the following categories: Jewelry, Personals, Fashion, Garden, Home Décor, Kitchen Items, Kids Corner, Pet Items and Edibles.
2. Company is responsible for paying to Gator Run PTA a \$100 fee for your booth. Total Amount is payable to **Gator Run PTA** by check or cash. In order to be considered a vendor, booth payment must be received at the time this agreement is submitted.
3. Vendors who wish to cancel must do so at least three (3) weeks prior to event date, by email to info@gatorrunpta.info or by calling Julie Camunas at 954-609-2817. No refunds will be given for cancellations after this date.
4. On November 30th, all vendor booths must be setup and open for business by 5:00 p.m. Vendors will be allowed in the cafeteria to begin setup at 4:00 p.m. Vendor parking and unloading instructions will be sent to you two weeks prior to event.
5. Vendors will need to bring a table, tablecloth and any displays or props necessary to showcase goods and services. If you would like to rent a table from the PTA, please notify Julie Camunas via email at juliecamunas@gmail.com by Friday, November 23, 2018.
6. Each vendor will receive a 10' x 10' space in the cafeteria. Please plan your booth display accordingly. Extra space will not be available.
7. At no time shall Gator Run be responsible for the security of Company's property.
8. Company will be permitted to capture the names of shoppers by hosting a drawing at your booth.
9. Company shall remain setup for sale until all guests have departed. Breakdown time will begin at 9:00 p.m. You must have all items out of the cafeteria by 9:45 p.m. sharp.
10. Vendors are invited to further promote Company by donating a gift certificate or item(s) for the annual Multicultural Event to be held on February 22, 2019.
11. The GATOR RUN PARTICIPATION MANDATORY WAIVER AND RELEASE must be signed by each person working at Company's booth prior to November 23. No one will be allowed to work in your booth if a signed release is not on file.

If the content of this agreement meets your approval, please complete the Vendor Profile and sign below:

VENDOR PROFILE

Name of Business/Organization _____ Main Contact Person _____

Address _____ City _____ State _____ Zip _____

Office Phone _____ Cell Phone _____

Email _____ Website _____

Description of Goods/Services Offered _____

Price Range of Merchandise _____

Category (only select one)

- Jewelry
- Personals
- Fashion
- Garden
- Home Décor
- Kitchen Items
- Kids Corner
- Pet Items
- Edibles

I understand that by completing this form does not constitute acceptance in The Holiday Bazaar at Gator Run Elementary School. I have read the rules and regulations for the event and I agree to abide by them. I understand that violation of rules will cause immediate dismissal without reimbursement of any paid fees.

Name of Participant:

Corporate Name (Vendor)

Signature of Participant

Print Name

Witnesses:

Witness Signature

Print Name

Witness Signature

Print Name

MANDATORY WAIVER AND RELEASE

PLEASE REMIT PAPERWORK & BOOTH FEE TO JULIE CAMUNAS AT THE ADDRESS BELOW:

GATOR RUN ELEMENTARY - 1101 Glades Parkway, Weston, FL 33327

PARTICIPANT’S NAME: Last Name _____ First Name _____

For The Holiday Bazaar event on November 30th, 2018.

IN CONSIDERATION OF _____ (the “Participant”) being allowed to participate in Gator Run Elementary PTA “The Holiday Bazaar” (the “Event”) and understanding and acknowledging that Gator Run PTA (“The School”) is a non-profit corporation, the Participant, and intending to legally bind itself/himself/herself and his/her spouse, ex-spouses, other family members, guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, officers, directors, employees, agents, members, managers, partners, successors and assigns (all of the foregoing, collectively “the releasors”), does hereby waive, release and discharge, and covenant not to sue, the PTA and all of their respective officers and members (collectively, the “Releasees”) from any and all liability and/or claims for illness, personal or bodily injuries, disability, death and/or damages that may arise directly or indirectly as a result of Participant’s participation in the Event, including, without limitation, any rights, claims, cause of action, suits, liabilities, simple negligence, property damage, loss of consortium, costs and expenses whatsoever, whether arising at law or in equity, reasonably related to the Event, including transportation to and from the event, and whether caused by the sole or joint negligence or tortious act or omission of the Releasees or any of them (collectively, the “Claims”). The Participant accepts the premises at which the Event is being conducted on an “as is, where is” basis. Notwithstanding any provision herein to the contrary, the gross negligence and/or willful misconduct of the Releasees is expressly excluded from the scope and application of this Waiver and Release. The Releasors hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule or common law which may limit the scope of this Waiver and Release.

IN THE EVENT THAT THIS WAIVER AND RELEASE IS FOUND TO BE INVALID, UNENFORCEABLE OR VOID, IN WHOLE IN PART, FOR ANY REASON, THEN THE RELEASORS ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE RELEASEES’ AGGREGATE LIABILITY TO RELEASORS EXCEED ANY APPLICATION LIMITS OF ANY INSURANCE COVERAGE MAINTAINED BY ANY OF THE RELEASEES. IN NO EVENT SHALL RELEASEES OR ANY OF THEM BE LIABLE TO ANY OF THE RELEASORS FOR PUNITIVE DAMAGES OR LOST EARNINGS, LOST REVENUES OR LOSS OF CONSORTIUM OR COMPANIONSHIP.

The Releasors are aware of, and understand fully, the potential risks involved in connection with the Event and the Releasees have no control over other participants, invitees and guests. Releasors assume and accept such risks which may flow from negligence or tortious acts or omissions.

By their execution below, understanding that the Releasees are relying on this Waiver and Release in allowing Participant to participate in the Event, the Releasors hereby represent and warrant to the Releasees that Participant has no medical condition (physical or mental) which could impact on the ability of the Participant to participate in the Event and that the Participant is physically able to participate in the Event.

Furthermore, the Releasors acknowledge that the Releasors have received the opportunity (and been strongly encouraged) to review this Release and Waiver, that the Releasors have carefully read and fully understand the contents of this Release and Waiver and have asked and received answers to all questions he/she/they may have, and that the Releasors have duly executed this Release and Waiver freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this General Release and Waiver this ____ day of _____, 2018

Name of Participant:

Corporate Name

Signature of Participant

Print Name

Witnesses:

Witness Signature

Print Name

Witness Signature

Print Name