



First Annual Rhythm & Reels Redfish Tournament & Music Festival

Vendor Agreement

This agreement is made between RMV and _____ named Vendor, RMV and Vendor agree as follows:

- 1). **EXHIBITORS/VENDORS** will receive 4 event badges and 2 parking passes, which must be carried at all times.
- 2). **LIMITATION OF LIABILITY:** RMV assumes no responsibility for any property placed on the facility by a vendor and is hereby expressly relieved and discharged from any and all liability from loss, injury or damage to persons or property that may be sustained by reason of occupancy.
- 3). **INDEMNITY:** Vendor agrees to defend , indemnify and hold RMV, it's agents, their employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, and or other damages resulting in losses or destruction of property. Vendor shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages directly, solely, and proximately caused by the negligence of RMV or any of its agents.
- 4). **COSTS AND ATTORNEY FEES:** Should RMV or its agents or vendors file suit or action against the Vendor on any cause arising in any way from this agreement and contract, the Vendor agrees to pay RMV such reasonable costs, such as attorney fees and court costs, that the court having jurisdiction of the case may determine.
- 5). **RESTRICTION ON EXHIBITS:** RMV and its agents reserve the right to restrict as allowed by law the operation of any exhibit which may become objectionable to exhibitors and the public.
- 6). **NOISE:** No sound amplification devices may be used by exhibitors without the proper written consent of RMV. If RMV approves the use of such devise, the exhibitor shall use the device in a manner that will cause the least disturbance. If RMV determines that any device so approved is causing unnecessary noise the agent may revoke the approval of the device and require the vendor to remove the device.
- 7). **SHOW SERVICES:** Tables, chairs, and other materials not expressly covered by this agreement are the responsibility of the vendor.



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8). **FIRE AND LIFE REGULATIONS:** All exhibits must comply with appropriate Fire and Safety regulations. For information contact the Lee County Fire Marshall Office.

9). **ELECTRICITY:** Any additional power needs must be arranged through RMV. RMV reserves the right to cut back power to any vendor exceeding their allotted power use.

10: **CANCELLATION/REFUNDS:** If Vendor fails to pay their balance of the space rental on or before **AUGUST 31st, 2012** the vendor's right to exhibit may be canceled without further notice or refund of monies paid. If a vendor cancels its participation in the event prior to **AUGUST 31st, 2012** the money paid to date is fully refundable. If Vendor cancels its participation in the event on or after **SEPTEMBER 1st, 2012**, such cancellation shall be considered a default on its part, and any monies paid hereunder shall be retained by RMV as damages. Vendor and RMV shall be bound by the terms and conditions and rules for exhibiting said event.

11: **RIGHT OF RMV IN THE EVENT THAT THE EXHIBITION IS NOT HELD:** RMV shall not be liable for any damages or expenses incurred by Vendors in the event the show is delayed, interrupted, or not held as scheduled, and for any reason beyond the control of RMV including weather.

THANK YOU for joining us for our 1st Annual Rhythm & Reels Redfish Tournament and Music Festival. We look forward to working with you!

A signed copy of this agreement will be returned to you for your records.

Accepted by: _____ Date: _____

Company Name: _____

Telephone No: _____

Email: _____

Received by RMV Special Events Member: Anna Marie Meszaros

Date: _____



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This agreement is made and entered by and between The Resort at Marina Village (hereafter referred to as RMV) and you the vendor. This agreement is a legal contract and entitles the vendor to vending space, as agreed below. The vendor agrees to abide by all the rules and regulations stipulated in the Vendor Agreement. RMV agrees to provide vending space and to promote and advertise the event.

Single Booth Space = (1) 10' X 10' tent, (1) 8' Banquet Table (1) Double electrical outlet and overhead lighting.

_____ Number of Single Booth Spaces needed @ \$250.00 each = \$_____

Please check below if additional items are needed:

_____ Additional 8' Table @ \$20.00 each = \$_____

*limit of 1 additional table per booth

_____ Additional Electric @ \$50.00 per booth = \$_____

Total Amount Enclosed \$_____

Make checks payable to: The Resort at Marina Village,

Return to Attn: Special Events Team, 5951 Silver King Blvd., Cape Coral, FL 33914.

Events Phone Line: 239-541-5017

Michelle.phillips@sunstream.com John.Black@sunstream.com susan.warren@sunstream.com

Business Name: _____

Contact Name: _____

Description of Product: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

Email: _____

Vendor Signature: _____

Date: _____

RMV Special Events Team Member _____

Date: _____