

St. Louis' Original Wintermarkt 2023 - VENDOR CONTRACT

Return this agreement and your registration deposit to:

Skinker DeBaliviere Community Council, 6008 Kingsbury Ave., St. Louis, Missouri 63112 – 314-862-5122

VENDOR NAME: _____

ADDRESS: _____

PHONE: _____ **Email:** _____

WHAT ARE YOU SELLING: _____

IMPORTANT: This is not a garage sale or yard sale. Vendors are prohibited from selling foods meant to eat on site. Sealed foods such as jams, honey, candies, breads, herbs & spices are acceptable. Call for Info.

THIS AGREEMENT IS MADE ON THIS _____ **DAY OF** _____, 2023, **BY AND BETWEEN THE** Skinker DeBaliviere Community Council (hereinafter called "SDCC") and _____ (hereinafter called "Vendor"). The SDCC hereby agrees to permit the Vendor to sell the items described above during the Wintermarkt (hereinafter called the "Event") on Saturday, December 2, 2023 at Greg Freeman Park at Four Corners, 6000 Kingsbury, Saint Louis, Missouri 63112.

In consideration of the SDCC permitting the Vendor to participate in the Event, the Vendor agrees to comply with the following terms and conditions:

1. Any working apparatus required by the Vendor will be the responsibility of the Vendor. SDCC will NOT provide tables for vendors. No storage space will be provided.
2. The Vendor is fully responsible for the clean-up of its vending spot.
3. The Vendor shall operate only from the space assigned by the SDCC. Booth assigned at discretion of SDCC.
4. The Vendor must clearly list prices charged for the items at its vending booth.
5. 10% (ten percent) of Vendors sales under this Agreement shall become the property of SDCC.
6. Vending Hours shall be from 11:00 A.M. until 4:00 P.M. on December 2, 2023.
7. The Vendor shall keep a copy of this agreement on site during the Event.
8. The SDCC will not be liable for any injuries to persons or damages to property that the Vendor, other participants, or their representatives might suffer.
9. The Vendor is responsible for any damages to facilities that might result from its participation in the Event.
10. The Vendor hereby voluntarily waives and releases any and all claims and causes of action against the SDCC, and agrees to indemnify, defend and save harmless the SDCC, and each of the foregoing from any and all claims, causes of action, costs, damages, expenses and liabilities whatsoever (including attorney's fees) that arise from or relate directly or indirectly to the activities governed by this Agreement.
11. The space assigned shall be occupied only by the Vendor stated in this Agreement and is nontransferable.
12. A \$25 non-refundable deposit will be required for registration. Applications received after Nov. 20 will require a \$35 deposit. This deposit will be applied toward the 10% sales (#5). Child artists who wish to participate will be asked to pay a \$10 deposit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above and intend to be legally bound hereby.

Vendor (Full Name)

Date

SDCC Representative (Full Name)

Date

Make checks and money orders payable to SDCC