

Vendor Agreement 2025

Parties

This Agreement (hereinafter referred to as the "Agreement") is by and between Pride in the 'Peake (referred to as the "Client") and the business, community organization, or other entity that participates in Pride in the 'Peake 2025 event (referred to as the "Vendor"). Pride in the 'Peake shall commence on June 22, 2025 (hereinafter referred to as the "Effective Date"). By checking the box upon vendor application, the vendor agrees to abide by this agreement in full.

Scope of Engagement

The Vendor hereby agrees to supply the following goods or services at the Client's place of business, located at 900 City Park Dr. Chesapeake, VA 23320, in accordance with the terms of this Agreement:

- Tables
- Chairs
- Supplies and Wares (Nothing with sexual or with drug themes will be tolerated and vendors who violate this will be asked to leave with no refund given.)
- Tent/Canopy (Plus a hammer or mallet if using tent stakes)
- Tent securement/anchoring
 - Tent stakes (at least 4 for a 10'x10' tent) and a hammer or mallet to drive them into the ground at a 45° angle
 - **OR** tent weights, which must be filled prior to arriving to set up and supply 50lb of weight per leg for a 10'x10' tent (more required for larger tents)

The set up must fit within a 10'x10' space unless multiple spaces have been purchased.

Due to Chesapeake's unpredictable weather, vendors may bring their own 10'x10' canopy to shield themselves from the sun or rain. Because strong wind gusts can develop unexpectedly, all vendors are required to stake or weight all four legs according to the manufacturer instructions.

A tent or canopy up to 10'x10' can be weighted down utilizing 50-pound weights on each leg of the tent or staked into the ground. Tents and canopies shall not be tethered to a fence, light post, bench, trashcan, or other fixed object. The tent or canopy must not rely on outside objects for securement.

Allowed tent/canopy weights (if not using tent stakes):

- Sealed tube type weights that are constructed of PVC. Weights shall have an eye type hook on one end for attachment to the top structure of the tent.
- Steel rods or bars. Weights shall have an eye type hook on one end for attachment to the top structure of the tent.
- Weight plates that are designed by the manufacturer or retailer that are marketed for the purpose of weighting tents/canopies. Weight plates shall be able to latch or lock to the structure leg.
- Sandbags that are designed by the manufacturer or retailer that are marketed for the purpose of weighting tents/canopies. Bags that hold sand must be secured to the leg of the structure. The manufacturer/retailer of the bags shall specify ballast material.
- A minimum of 200 pounds shall be attached to each structure. (50 lbs per leg) Tent stakes

What is NOT allowed:

- Bricks, Cinderblocks, Water Containers not designed and marketed by the tent/canopy manufacturer or retailer for the specific use of tent/canopy weights, Buckets of any kind, Gym Style weights, Rocks, Bags of sand or sand tubes not designed and marketed by the tent/canopy manufacturer or retailer for the specific use of tent/canopy weights.

If you have paid for a double space and will be bringing a 20x10 canopy, you will be required to have 100 lbs per leg.

Failure to comply may result in expulsion from the event.

Payment Terms

The tabling fee is non-refundable. All payment matters should be taken up with the Client.

Representation and Warranties

The Parties warrant and represent full capacity and qualifications to abide by the terms and conditions of the Agreement. The Agreement is subject to the laws of the Virginia and will apply to the Parties during its entire duration.

Liability and Indemnification

The Vendor will take responsibility and cover any losses or damages that it may experience. The Client is not responsible or liable for any damages that occur (regardless of reason) including, but not limited to, the vendor's wares, supplies, tables, chairs, tents/canopies, etc.

Expectations of Event

Specific instructions for check in will be relayed to the vendors in a timely manner prior to the event. The event will be from 10a.m.-5p.m. on June 22, 2025. Vendors will be expected to be set up at least 30 minutes prior to the event and must stay for the duration. Further details are forthcoming.

A vendor map will be supplied to the Vendor along with their site number prior to the event. Vendor locations are fixed and may not be traded, moved, shared, or sublet to other vendors. Pride in the 'Peake retains the ability to move your tent if needed and will inform you of any changes that may be required.

It is imperative that the Vendor checks their email/correspondence from Pride in the 'Peake for pertinent information. The Vendor must give the best contact email to the Client for important updates and correspondence. Any changes may be made by contacting Erin Rivera at erin@prideinthepeake.org.

Vendor breakdown will start at 5p.m. and must be completed by 7p.m. Vehicles will not be allowed back in until all patrons have left and the "all clear" has been given by Pride in the 'Peake staff. All trash must be picked up and disposed of properly. Bulk trash items (i.e., boxes, packaging, etc.) must be taken by the Vendor.

Independent Contractor

The Vendor will be regarded as a self-employed individual. This vendor Agreement does not generate a boss-worker tie between the Client and Vendor, and such an Agreement will never be formed in the future.

Termination

This vendor Agreement can be terminated by either party with 10 days written notice. Refunds will not be given. This is a rain or shine event.

Entire Understanding

This vendor Agreement, along with any associated documents, shall be seen as the complete Agreement and shall supersede any previous Agreements, both written and spoken.

Legal Fees

In the event of any legal action, the victorious party is eligible to receive compensation for expenses such as lawyer fees, court costs, and transportation costs.

Notices

All communication regarding this vendor Agreement must be done in writing and either sent by mail, email, or delivered in person.

Delays

Should either of the parties become aware of any issue that may postpone any part of the contract, they must inform the other side within five days in a written report that includes all relevant details.

By clicking the box on the Vendor Application, you certify that you have read and agree to these terms and conditions.