

B-BALL FOR LIFE EVENT
Vendor Agreement

This Vendor Agreement is made effective as of July 21, 2017, by and between B-Ball For Life Foundation, Inc. ("B-Ball For Life") of P.O. Box 432, Williamstown, New Jersey 08094, and _____ of _____, _____, _____.

WHEREAS, the B-Ball For Life is the Organizer and renter of Whitman Square Hall located at 131 Johnson Rd, Turnersville, New Jersey 08012 (herein after referred as the 'Building'), where the SUMMER HALFTIME CABARET will be conducted; and

WHEREAS, _____ is engaged in the business of _____.

NOW, THEREFORE, it is agreed that:

PURPOSE. B-Ball For Life agrees to provide _____ space to conduct _____'s business in Whitman Square Hall, at SUMMER HALFTIME CABARET. _____'s use of B-Ball For Life's building is limited to the space selected by B-Ball For Life as identified prior to the event. In general, _____ is guaranteed a minimum of _____ square feet of space. _____ accepts the opportunity to participate as a vendor in the Building for SUMMER HALFTIME CABARET commencing on July 28, 2017 and ending on July 28, 2017. _____ hereby accepts the following listed conditions and limitations.

HOURS OF OPERATION. B-Ball For Life area shall remain open from 7:30 pm to 11:45 pm each day the Event is in progress, unless B-Ball For Life notifies _____ of other hours of operation.

INSTALLATION AND TEAR DOWN. _____ shall set up the facilities for sale on July 28, 2017, between 7:30 pm. _____ shall remove his/her facilities for sale from the Building no later than 11:45 pm on July 28, 2017.

PAYMENT. _____ is provided with the Space in the Building in exchange for \$35.00 to paid upon signing this Agreement. Space locations will be assigned by B-Ball For Life and provided to _____ in advance of the Event.

_____ agrees to also pay an amount equal to 0% of _____'s gross daily receipts plus the applicable taxes. The term "Gross Daily Receipt" shall mean the total amount charged by Vendor, its employees, agents, or licensees, for all goods and merchandise sold or services performed, whether for cash or other consideration or on credit, and regardless of collections, including but not limited to orders taken at the building.

APPEARANCE. _____ is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes _____'s responsibility to remove bulk trash. Should _____ fail to keep the Space in an orderly manner will result in additional removal fees.

EXTRA SERVICES. B-Ball For Life is not obliged to provide telephone, water, electrical and drain services to _____. _____ shall also be responsible for payment of other charges like, electricity charges, water charges, taxes, etc. to the concerned authorities.

DISPLAYS AND SIGNS. All displays in the building must be free standing. Nothing may attach to walls or columns of the building by any means at all. Signs must be free standing. Signs should not block other vendor's shops. Signs may not attach to the walls or columns of the building

QUALITY PRODUCTS. _____ shall ensure proper quality of the products sold.
_____ shall comply with all applicable laws as to vendor's sales.

EMPLOYMENT OF STAFF. _____ will employ adequate staff at
_____ 's own cost in order to operating the Space provided by B-Ball For Life.

FOOD AND BEVERAGES. No food or beverage may be brought into the Building by
_____ from outside. _____ shall purchase all foods and beverages from facilities provided for the event.

INSURANCE. _____ is solely responsible to obtain insurance coverage on property brought into the Building. _____ assumes full responsibility for items left in the facility. B-Ball For Life accepts no liability for lost, stolen or damages property and is not required to carry additional insurance to cover _____ 's property.

INDEMNIFICATION. _____ agrees to indemnify and hold B-Ball For Life harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against B-Ball For Life that result from the acts or omissions of _____ and/or _____ 's employees, agents, or representatives. B-Ball For Life shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting B-Ball For Life's products and services at the Event.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force

Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed on behalf of B-Ball For Life by Alfred W. Lee II, Owner and on behalf of _____ by _____ and shall be effective as of the date first written above.

Organizer:
B-Ball For Life Foundation, Inc.

By: _____
Alfred W. Lee II
Owner

Vendor:

By: _____

