



## VENDOR CONTRACT

In consideration for the right to sell goods or services at the below listed Murrieta Valley Girls Softball Association event (hereinafter "Event"), the Murrieta Valley Girls Softball Association (hereinafter "MVGSA") and the undersigned (hereinafter "Vendor") agree to the following:

1. MVGSA will provide locations, dates, and times for the Event to the Vendor at the signing of this Contract.
2. The Vendor agrees to pay the below listed flat rate usage fee (hereinafter "Event Fee") to MVGSA no later than on or before Closing Day unless arrangement are made otherwise with the MVGSA Board Member in contact.
3. If the Vendor fails to pay the Event Fee within the forty-five (45) days from the completion of the Event, the Vendor may be required to pay a penalty equal to ten (10) percent (%) of the Event Fee.
4. If the Vendor has not paid the Event Fee and any assessed penalties within sixty (60) days from the completion of the Event, MVGSA has the right to take legal actions pursuant to California State laws to collect Event Fee and assessed penalties at the Vendor's expense.
- 5. All fees shall be mailed to MVGSA - P.O. Box 175, Murrieta, CA. 92564 OR paid in person to the MVGSA Board Member in contact within the time frame specified above.**
6. MVGSA does NOT guarantee a minimum sales amount to the Vendor and MVGSA is NOT responsible for damage, loss, or theft of Vendor merchandise or equipment during the Event.
7. MVGSA is NOT responsible for non-payment, insufficient funds or declined credit cards for merchandise or services purchased from the Vendor unless purchase is made through an MVGSA account,
8. The Vendor agrees to defend and indemnify MVGSA, its Board of Directors, agents and associates, and agrees to hold each and every one of them harmless from and against any and all lawsuits, claims, demands, losses, damages, liabilities, costs, and expenses including attorney fees and legal costs arising from the Vendor's negligence, misconduct, representations, warranties, agreements, or any performance made to their customers with regards to the said Event for which this contract is agreed.

**MVGSA Event:** \_\_\_\_\_ **Event Fee:** \_\_\_\_\_

**Event Date(s):** \_\_\_\_\_

**Event Time(s) – From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**MVGSA Representative and Board Position:** \_\_\_\_\_

**MVGSA Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_