

# Vendor Marketplace Application

## 2024 LuLu Shriners FEZtival of Trees & Lights

This FEZtival Vendor Agreement, hereinafter the "Agreement," made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between LuLu Temple Holding Corp., dba: LuLu Shriners, hereafter the "Licensor," and \_\_\_\_\_, hereinafter the "Vendor."

Business Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Addr: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Set-Up Dates and Times: Weds., November 20, 9 AM -- 9 PM and Thursday, November 21, 9 AM – 3PM

[ ] Standard Set-Up time / Alternate Set-Up time Requested: \_\_\_\_\_

Any vendor coming to the venue must provide liability insurance (\$1MM). See Section IX, below.

The above information must be filled out completely.  
Please read and keep attached Marketplace Rules and Guidelines.

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LuLu Shriners Office Use Only.

All proceeds benefit LuLu Shriners.

Date Received: \_\_\_\_\_

Date Confirmed with Vendor: \_\_\_\_\_ By: \_\_\_\_\_

Assigned Space Number: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

Payment is due with application.

Check can be made payable to: *LuLu Shriners*.

Mail to:

LuLu Shriners FEZtival of Trees

5140 Butler Pike

Plymouth Meeting

PA, 19462

Or call the Shrine office to provide your credit card information: (610) 828-9050.

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### **I. RENTAL RULES FOR RESPONSIBLE PARTIES:**

1. Vendor agrees to pay \$100.00
2. The FEZtival of Trees event dates hereinafter “Event-Dates” for conducting business are only (a through d in the year 2024).
  - a. Thursday, November 21, 4 -- 8 PM
  - b. Friday, November 22, 4 -- 8 PM
  - c. Saturday, November 23, 10 AM -- 8 PM
  - d. Sunday, November 24, 10 AM -- 4 PM
3. The vendor agrees to attend the full four Event-Dates.
4. Each Vendor will be provided a measured area for conducting business defined as an 8-foot by 8-foot area and hereinafter “Vendor’s-Space”. A table 6-foot in length or 8-foot in length will be provided to the Vendor for displaying merchandise. You may leave your display up overnight. You may bring your own tables, display racks, lights, or canopy. Bring your own extension cord for electricity.
5. The standard time to prepare the Vendor’s-Space is (Wednesday November 20, 2024 beginning at 9:00 AM until 9:00 PM) and (Thursday November 21, 2024 beginning at 9:00 AM until 3:00 PM)
6. All your items for sale must fit within your Vendor’s-Space at the precise 8-foot by 8-foot location inside LuLu Shriners Ballroom.
7. Removal of the Vendor’s-Space by the Vendor will not begin until (4:00 PM on Sunday November 24, 2024).
8. The Vendor agrees to no solicitations or mass collection of patrons’ data.
9. Vendor agrees individual patron’s data will not be recorded then used for marketing and / or solicitations.
10. The Vendor is NOT permitted to conduct business outside the 8-foot by 8-foot “Vendor’s Space”.
11. Vendor acceptance is limited by available space. Vendors will be placed on a waiting list when spaces are filled.
12. Only insulated containers may be used for storing iced beverages.
13. NO helium balloons may be brought onto/into the premises. NO decorations of any material including floor decals shall be attached to any part of the premises. NO canned spray string, glitter, confetti, or other damaging materials may be used on the premises, including sequined tablecloths.
14. NO Pyrotechnics, sparklers, candles, smoke, or open flame of any kind, type, nature, or description is permitted – absolutely no exceptions. Their use will forfeit the paid to Licensor, as defined in Section VII (D), below, as liquidated damages and not as a penalty, and, in the event Licensor is cited and fined by any municipal authority for the violation of a fire code and/or local ordinance, Vendor shall reimburse Licensor this amount as an additional liquidated damage and not as a penalty.
15. The sale of either food, or beverages is NOT permitted outside the Vendor’s-Space. This prohibition applies to the lobby area and all exterior areas including the parking lot.

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### I. Vendor TERMS:

Vendor is required to provide **personal injury and property damage liability insurance** coverage naming Vendor as an additional insured, **in the minimum sum of \$1,000,000.00** to: **a)** insure Licensor against any liability to any third persons; and **b)** to guarantee payment to Licensor for any damage to its property caused by Vendor's use of the premises.

#### **A. BALLROOM**

1. Tables and Chairs will be set up according to the Licensors signed and pre-approved layout.
2. The Vendor must be at least twenty-one (21) years of age.
3. Smoking is NOT permitted in the building.
4. Exits, Corridors and Hallways must be free of obstruction. Exit Doors cannot be locked or propped open.
5. State and Township Building Occupancy and Fire Codes are strictly enforced.

#### **C. PARKING**

1. Parking is limited to designated parking lot only. Parking is prohibited in any place designated for a LuLu officer, or staff as defined with a sign.
2. Parking on the grass is NOT permitted.

### II. DEFINITION OF RESPONSIBILITY:

- A.** The Vendor shall comply with all applicable Federal, State, County or Municipal laws, ordinances, regulations, notices, requirements, or orders, and shall not: **a)** use and/or occupy the Licensed Space for any unlawful purpose; or **b)** permit others to use or occupy the Licensed Space for any unlawful purpose.
- B.** Vendor and its invitees shall not conduct themselves in a manner which Licensor, at its sole discretion, may deem improper, or objectionable.
- C.** Vendor is responsible for obtaining all permits and licenses which may be required for Vendor's use of the Licensed Space. Nothing in this Agreement shall obligate Licensor to assist the Vendor in obtaining any required permits and/or licenses.
- D.** Vendor will use every reasonable precaution against fire, subject to the terms and conditions herein contained.
- E.** Personnel of Licensor will operate all Shrine owned equipment and/or utilities.

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### **III. VENDOR FEE AND PAYMENTS:**

- A.** All checks written in payment of any charges shall be made payable to LuLu Shriners and be sent or delivered to the office of the Recorder.
- B.** Vendor understands that any balance due under the Agreement must be paid four (4) weeks prior to the event.
- C.** If any payments are made less than ten (10) days prior to the date of event, the payment must be by certified check, bank check, or money order or made online at the LuLu Shrine Ticket Leap site.
- D.** Any payment to Licensor made by check, bank check, or money order that is dishonored will incur a service charge of \$50.00, as liquidated damages and not a penalty, to cover the cost of handling
- E.** Sixty (60) days' notice, in writing, to the Vendor Recorder is required for cancellation in order to avoid forfeiture of the Vendor payment, which forfeiture would be as liquidated damage and not as a penalty.

### **IV. LIABILITY:**

**Vendor is required to provide personal injury and property damage liability insurance coverage naming LuLu Temple Holding Corp. (Licensor), as an additional insured, in the minimum amount of \$1,000,000.00 to insure Licensor against any liability to any third persons and to guarantee payment to Licensor for any damage to its property caused by Vendor's use of the premises.**

Failure to comply will result in an immediate assessment of \$500.00, as liquidated damages and not as a penalty.

- A.** Vendor assumes full responsibility for any damages incurred to any of Licensor property caused by the action of any person, or persons, who enter the Licensed Space and/or the building of which the Licensed Space is a part of, at the invitation of, or with the permission of the Vendor, ordinary wear and tear excepted.
- B.** Vendor understands that in the event damages do occur, and the assessed/liquidated damages exceed the amount of fees of this Agreement paid by the Vendor, within five (5) days after presentation of an itemized invoice, will reimburse Licensor the full amount in excess of any fees paid to the Licensor.
- C.** To the fullest extent permitted by law, Vendor shall indemnify and hold harmless Licensor from and against any and all claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, which arise out of or in any way are related to any and all personal injury, death, or property damage in connection with rental by the Vendor to the rental of the Facility (as defined within this Agreement), and arising out of any act and/or omission by Vendor and/or any and all of the Vendor's representatives, servants, and employees, including but not limited to negligence, gross negligence, strict liability, breach of express and/or implied warranty, breach of fiduciary duty, breach of the duty of good faith and fair dealing, fraud, conspiracy to defraud, deceptive trade practice allegations, misrepresentations or contribution, or any other claim, whether for compensatory or punitive damages (or any type of damages whatsoever).

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- D. In no event will Licensor be liable for special indirect, incidental, or consequential damages arising out of, or in any way connection with, the rental of the Facility pursuant to this Agreement.
- E. Licensor shall have the right to eject Vendor and its invitees, by force if necessary, without liability to action for prosecution or damages for such ejection and with no liability upon Licensor for untrue statements as to the said information or any mistake of the fact contained within, if Vendor or invitees, while in possession of the Licensed Space violate any terms of this Agreement, violate any Federal, State, County or Municipal laws, ordinances or regulations or conduct themselves in a manner which Licensor, in its sole opinion, may deem improper or questionable.
- F. Licensor shall not be responsible for loss, damage or failure to carry out terms of this Agreement in case of *force majeure*, including by way of example and not limitation weather, strikes, civil disturbances, labor troubles, requirements or restraints of constituted authorities, acts of God or other actions beyond its control.
- G. The parties to this contract recognize and acknowledge that SHRINERS INTERNATIONAL and SHRINERS HOSPITALS FOR CHILDREN are not parties hereto and are not bound by the terms of this Agreement. The licensor is not authorized to act as the agent for SHRINERS INTERNATIONAL nor SHRINERS HOSPITALS FOR CHILDREN herein. Notwithstanding the foregoing, nothing stated herein shall act to defeat or negate any rights that either SHRINERS INTERNATIONAL or SHRINERS HOSPITALS FOR CHILDREN may have as third-party beneficiaries to this contract.

Both Licensor and Vendor hereby agree to indemnify, defend, and hold harmless both SHRINERS INTERNATIONAL and SHRINERS HOSPITALS FOR CHILDREN for any claims, causes of action, or lawsuits that may be asserted against SHRINERS INTERNATIONAL and SHRINERS HOSPITALS FOR CHILDREN arising from the terms of this contract.

### **V. AGREEMENT TERMINATION:**

- A. Vendor may terminate this Agreement without forfeiture of all money paid to Licensor if notice is received by the Licensor Office of the Recorder not less than thirty (30) days prior to the event commencement/start date.
- B. Vendor understands that termination notice given to the Licensor - Office of the Recorder within less than sixty (60) days of the event commencement/start date will result in the forfeiture of all money paid to Licensor as liquidated damages not as a penalty, and this Agreement will be null and void, and of no further force and effect.
- C. If the Vendor fails to pay all the agreed upon fees within the time frames outlined in this Agreement, Licensor shall have the right, at its sole discretion, to terminate this Agreement, and by so doing, to bar Vendor's use of the premises, and to retain all money paid, or as may become due in accordance with the terms and conditions contained herein, as liquidated damages not a penalty and this Agreement will be null and void, and of no further force and effect..

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- D.** If for any reason the Licensed Space cannot, or should not, in the sole discretion of Licensor, be made available for use of Vendor for the Purpose above set forth, or in the event Licensor is unable to give Vendor the use of the Licensed Space, Licensor shall not be liable in damages to Vendor. In such event, Vendor shall have only the right to the return of all money paid on account hereof, which Licensor agrees to return, and upon the return of such money, this Agreement shall be null and void, and of no further force and effect.
- E.** If in Licensor's sole judgment, and opinion there is a violation of any Federal, State, County or Municipal laws, ordinances, regulations, notices, requirements, or orders, or if Licensor is notified by any constituted authority that the Licensed Space is being used in violation of any such any Federal, State, County or Municipal laws, ordinances, regulations, notices, requirements, or orders, Licensor shall have the right immediately, and with no further notice to the Vendor, to terminate this Agreement forthwith, and to retain all money paid, or as may become due in accordance with the terms and conditions contained herein, as liquidated damages not as a penalty.
- F.** Failure of the Vendor to obtain any and all required permits or licenses, and/or a/any revocation thereof, or failure to renew the same as may be required, shall NOT release the Vendor from the terms and conditions of this Agreement.

### **VI. UNDERSTANDING:**

The Parties understand and agree that this Agreement contains the entire understanding between them, and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings, or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior oral and/or written agreements, and can only be amended by a writing signed by all the parties hereto.

Licensor will NOT for any reason whatsoever be held responsible for any unforeseen circumstances beyond its control. See Section **IV (A)**, above.

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Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal Agreement binding on such party and enforceable in accordance with its terms.

For Licensor - LuLu Shriners  
Recorder or Potentate:

For Vendor:

Authorized Signature

Authorized Signature

Print Name & Title

Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*This is a legal and binding agreement. If you do not understand anything contained in this contract, please have your lawyer review it.*

**Please save a copy of your agreement using the download button before clicking the SUBMIT button. Then attach the saved copy of your Agreement after clicking the Submit button**