|  |  |
| --- | --- |
| **Company Name:** |  |
| **Type of Business:** |  |
| **Proposed product or service offering:** |  |
| **Contact Person:** |  |
| **Office Phone#:** |  | **Cell Phone#:** |  |
| **Email Address:** |  |
| **Vendor Space Overview**(briefly describe the display, what product or service you are selling or demonstrating) |  |
| **Vendor Fee:** [Register & Pay](https://scoutingevent.com/612-WashJamVendors2022) $500 per 10'x10' space | Number of 10'x10' Booth spaces: |  | x $500 = | **$** |
| **Sponsorship Agreement:**If vendor is offering donated products or merchandise as a form of sponsorship, please describe the items or being donated, and their retail value. If a cash sponsorship is being offered, describe the amount being pledged, the sponsorship terms and proposed benefit or publicity granted to the Vendor:

|  |  |  |
| --- | --- | --- |
| **Who Will Provide it?** | **What is it?** | **Value** |
|  |  | $ |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | **Total Value:**  |  |

 |

|  |
| --- |
| **Setup Schedule & Guidelines:** Vendors and activity staff volunteers are expected to be on site by Thursday, August 18th, to set up your program areas. If you have minimal setup requirements, you may arrive between 6:00 AM and 7:00 AM on Friday, August 19th to set up your activity or vendor space. * All vehicles must be removed from the program area and all setup activity must be complete no later than **8:00 AM on Friday, August 19th, NO EXCEPTIONS**, unless your vehicle is an integral part of your activity**.**
* Teardown is not allowed until after 5:30 PM Saturday, August 20th, and must be completed by Noon on Aug. 21st.
* Questions? Contact John Ohlson at 253-380-4100 or eventchair@washjam.org
 |
| **Terms & Conditions:****Term.** 1. This Agreement begins as of the last date of execution by the Parties (“Effective Date”) and will continue through the latter of (a) August 21, 2022 or (b) the day when the last of Vendor’s personnel and equipment is finally removed from the Event Venue (the “Term”).

**Organizer’s Contribution and Responsibilities.** 1. The Organizer (Pacific Harbors Council, BSA) shall produce the Event at its own cost and provide the following benefits to Vendor:
	1. Space for Vendor Exhibit. Organizer will provide space (approximately 10 feet by 10 feet) at the Event sufficient to accommodate the Vendor Exhibit, in consideration of a $500 fee, per each 10 foot by 10 foot space. Organizer may provide electricity to such space for Vendor to use in operating its equipment, subject to availability.
	2. As between Organizer and Vendor, Organizer will be responsible for all activities occurring at and within the Event Venue, excluding the Vendor Exhibit, and for conducting such activities in a safe and professional manner.
	3. In performing its obligations under this Agreement, Organizer shall comply with all applicable federal, state and local laws, regulations and ordinances and the rules and regulations of the Event Venue.

**Vendor’s Contribution and Responsibilities**. 1. Aside from BSA member's contact information provided by the member to the vendor in the vendor's booth during this event, the vendor agrees not to contact members of the BSA for commercial purposes, using contact information gathered outside of the event without the consent of the member.
2. Vendor will be responsible for all activities occurring at and within the Vendor Exhibit and for conducting such activities in a safe and professional manner.
3. Vendor shall provide, at its own cost, trained and competent personnel to operate the Vendor Exhibit, and shall notify Organizer of the names of all individuals who will be attending the Event on Vendor’s behalf. Vendor will pay all costs and expenses associated with transporting, assembling/setting-up, staffing, operating, and disassembly/break-down of the Vendor Exhibit.
4. In performing its obligations under this Agreement, Vendor shall comply with all applicable federal, state and local laws, regulations and ordinances; the rules and regulations of the Event Venue; and the directions of Organizer.
5. As between Organizer and Vendor, Vendor will be solely responsible for all injuries, losses and damages to the Event Venue or Event attendees that are caused by Vendor or its personnel, including Vendor’s employees, contractors, and agents, or Vendor’s products.
6. The vendor assumes all responsibility for loss or theft of the materials and equipment or merchandise used in their Exhibit.

**Reservation of Rights & Trademarks.** 1. This Agreement does not authorize either Party to use, or to authorize any third party to use, any of the other Party’s trademarks, service marks, logos, insignia, distinctive emblems or brand indicia (collectively, “Marks”) for any purpose. The only exception is the use of the official "WashJam" logo, in the exact format as provided to the Vendor by the Organizer, for use in advertising the vendor's role in the event.
2. Neither Party may imprint the other Party’s Marks (or any other design that is confusingly similar thereto) on any products (or the packaging thereof), whether such items are distributed for free or at a nominal charge for promotional purposes (“Premiums”), for retail sale to consumers, for wholesale sales to retailers, for fundraising purposes, in combination with other products or services, or in connection with any other method of merchandising. Furthermore, Vendor may not conduct sales promotions, including promotions involving products that do not bear any Organizer Marks, which represent to the public, whether directly or indirectly, that Organizer will benefit from Vendor’s sales of such products (e.g., a sales promotion whereby Vendor represents that a portion of the proceeds from the sales of its products will go to Organizer or any of its local councils).
3. Vendor hereby grants to Organizer a limited, non-exclusive, non-transferable, royalty-free license to use Vendor’s logo to advertise, market and promote the Event. The foregoing right to use Vendor’s logo includes the right to use Vendor’s logo in conjunction with the logos of other Event sponsors; provided, all uses of Vendor’s logo or name shall be approved by Vendor prior to publication by Organizer.

**Limitation of Liability.** 1. Nothing in this Agreement will be construed as a representation, guarantee or promise by Organizer as to business (e.g., sales, orders, foot traffic) that Vendor may receive at or through the Event, and Organizer hereby disclaims all such oral or implied promises or guarantees. Organizer will not be liable to Vendor for any loss of revenue or profit or other indirect or consequential damages, regardless of whether such losses were foreseeable or whether Organizer was advised of the possibility of such damages.

**Additional Insured:** 1. The vendor shall provide proof of at least $1,000,000 per occurrence Commercial General Liability Insurance from a carrier licensed to conduct business in the State of Washington. The Pacific Harbors Council, Boy Scouts of America shall be named as an additional insured either by policy language or endorsement. The vendor shall provide this proof of insurance at least 10 days before the event. An Accord Certificate is not considered adequate proof of the additional insured requirement.

**Automobile Liability:**1. The vendor shall provide proof of at least $1,000,000 commercial automobile liability insurance from a carrier licensed to conduct business in the state of Washington.

**Product Liability:** 1. Vendors selling products shall provide proof of a minimum of $1,000,000 per occurrence Product Liability Insurance from a carrier licensed to conduct business in the State of Washington. The Pacific Harbors Council, Boy Scouts of America shall be listed as an additional insured on the vendor's policy by either endorsement or blanket policy language.

**Indemnification.** 1. Vendor shall indemnify and defend Organizer, the Boy Scouts of America, and the Event Venue, including their respective officers, directors, employees, contractors, agents, against any and all losses, damages, liabilities, judgments, fines, causes of action, attorneys’ fees and other reasonable costs and expenses (collectively, “Losses”) arising from claims alleging: (i) negligence or recklessness by Vendor or its personnel (i.e., employees, contractors, agents) in connection with Vendor’s performance hereunder; (ii) bodily injury, illness, death, or property damaged caused by Vendor, its personnel, or the products or equipment that are used or distributed at the Event by Vendor; or (iii) failure by Vendor, its personnel, or any of Vendor’s products to comply with any applicable local, state or federal laws. Vendor’s foregoing indemnification obligation will not apply to the extent any such Losses are caused by the negligence, recklessness or willful misconduct of Organizer or its employees or contractors.

**Severability.** 1. In the event that any provision of this Agreement is declared void or unenforceable, such provision will be deemed severed from this Agreement, and this Agreement will otherwise remain in full force and effect unless its purpose cannot be effected absent the severed provision.

**Governing Law.** 1. This Agreement is governed by and will be construed in accordance with the laws of the State of Washington without respect to its conflict of laws principles. For the purposes of litigating any dispute arising under this Agreement, the Parties hereby consent to personal jurisdiction of and venue in the federal and state courts located in Pierce County, Washington.

**Entire Agreement.** 1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous promises, agreements and understandings, whether made verbally or in writing. No modifications or revisions to the terms of this Agreement will have any force or effect unless made in writing and executed by both Parties.
 |

|  |
| --- |
| IN WITNESS HEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Agreement on the date set forth below, but as of the Effective Date. |
| For The Vendor: | For Pacific Harbors Council, BSA: |
| Signed: Date: | Signed: Date: |
| Printed Name: | Printed Name: |