



2020 VENDOR Agreement (Retail)

THIS AGREEMENT made this _____ **2020** between **Wings Over North Georgia, LLC**, a Georgia Limited Liability Company hereinafter referred to as "PROMOTER", and _____ hereinafter referred to as "Vendor"

Recitals:

1. The Promoter is a Georgia Limited Liability Company that promotes an Air Show located at the Richard B. Russell-Towers Field Airport for the purpose of public education, family entertainment and generating a portion of the proceeds for distribution to local charities.
2. That the Promoter, in order to raise the necessary capital to present the Air Show, proposes to sell vendor space to various institutions, business interests and individuals as set forth below.
3. That, in consideration of the sums set forth below in paragraph 3(B), and the mutual covenants and conditions hereto, Promoter and Vendor agree:

A. Upon the signing of this Agreement the show Vendor shall pay the Promoter \$ _____ **Dollars.**

| B. NON-RETAIL VENDOR FEES | | | |
|--|-------------|-------------------|-------------------------|
| VENDOR HOURS | VENDOR SIZE | | PAYMENT DATE AND METHOD |
| Friday, 10/23 – (Set-up Day) 8:00AM – 4:00PM | 15' x 15' | \$2,000 per space | |
| Saturday, 10/24 – (Show Day) 9:00AM-5:00PM | | | |
| Sunday, 10/25 – (Show Day) 9:00AM – 5:00PM | | | |

C. The Promoter shall provide the Vendor the following benefits:

- ✓ Vendor Space as described above ~
- ✓ 15' X 15' - (4) workers passes per day, (2) vendor parking passes per day in specified area

(Additional vendor passes, worker and parking may be purchased in advance – \$15.00 each per day)

D. The \$ _____ Dollars of the Show Vendor contribution shall be non-refundable, and shall be utilized by the Promoter to defray Air Show Promotion expenses.

E. The Vendor acknowledges and understands that the successful presentation of an Air Show is dependent upon numerous factors, such as weather, performer cancellation and public apathy, all of which are beyond the control of the Promoter, and the Promoter makes no warranty or guarantee, except as written in this Agreement, that the Vendor will be entitled to the previous mentioned benefits.

G. The attached Terms and Conditions are incorporated herein by reference and made a part hereof.

H. Vendor Products and/or Services to Sell: *(please list your sale items)*

Your booth must maintain the original products, services and booth presentation that was originally contracted. No food & beverages may be sold by retail merchandise vendors.

NOTE: ALL VENDORS ARE TO BE SELF-CONTAINED. THIS INCLUDES YOUR OWN BOOTH, TENT, TABLES, CHAIRS, ELECTRICITY AND WI-FI. WINGS OVER NORTH GEORGIA AIRSHOW WILL NOT FURNISH THESE PROVISIONS.

Date: _____

Initial: _____

Wings Over North Georgia, LLC
P.O. Box 789, Rome, GA 30162
Phone: (706) 291-0030 - Email: tina@wingsovernorthgeorgia.com

WINGS OVER NORTH GEORGIA, LLC (*Vendor Terms and Conditions*)

- **Payment:** *The vendor fee is due in full with signed contract to secure your space.* There will be no cancellations, rain dates or refunds due to weather or air show accidents, etc. **Deadline for entry is October 2, 2020 based on availability.**
- **Cancellations.** In the event that the event is canceled, postponed or relocated due to fire, strikes, government regulations, casualties, Acts of God, or other causes beyond Wings Over North Georgia control; Wings Over North Georgia, LLC will not refund monies paid. The Airshow schedule and aircraft participating are subject to change. The Vendor waives any and all damages and claims for damages should the event be cancelled.
- **Vendor Representative.** Each Vendor will name at least one person to be the Vendor's representative in connection with the event. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Vendor shall be responsible. The designated representative shall provide their cell phone number for accessibility.
- **Assignment of Space.** Space assignments (if applicable) will be made based on the date of receipt of completed applications, Vendor level, and consideration to enhance the event. Every effort will be made to respect "preferred" space choice, but Wings Over North Georgia, LLC's decision shall be final. **There is no right of exclusivity of products or services.**
- **Set Up, Load-In & Parking Instructions:** The Russell Regional Airport facility is located at **304 Russell Field Road NE; Rome, Georgia 30165.** Vendors are required to set-up on Friday, 10/23 between 8:00 AM–4:00 PM. Vendors are to check-in at the Vendor/Vendor Check-In location to be directed to your booth location. Once you have unloaded your trailer, tent, equipment and merchandise; you **must** relocate your vehicle from the air show ramp area to the reserved vendor parking areas as you will be instructed for each day of the show. Show days restocking must be done and vehicles relocated by **7:30 AM.** You will receive your ticket package at check-in. You may make arrangements to pick it up earlier if needed. You are responsible for distributing them to your workers and inform them of the parking areas and rules.
- **Vendor Activities.** Vendors are asked to inform Wings Over North Georgia, LLC of any outside activity they intend to arrange in conjunction with the event. Your booth must maintain the original products, services and booth presentation that was originally contracted. **No food & beverages may be sold or given away by any vendor.** That is exclusive to our food & beverage vendors.
Your organization must adhere to professional business behavior and attire. The Vendor and/or his agents will not attempt to solicit in the common areas and/or in such a manner as to infringe on the ability of other Vendors to conduct their operations. No hawking is allowed unless previously arranged with the air show staff.
Note: The Vendor agrees to keep the rented space occupied by a representative during the posted hours of the show.
- **Security.** Each Vendor has the responsibility of safeguarding its own vendor materials or goods from the time they are placed in the vendor space (if applicable) until they are removed. Vendor desiring special security precautions should arrange for private guard service at their own expense. There will be security on the grounds at all times, but not guarding your specific set-up exclusively.
- **Liability.** The Vendor hereby assumes the entire responsibility and hereby agrees to protect, defend, indemnify and save Wings Over North Georgia, LLC affiliates, employees, officers, directors and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of vendorion premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Wings Over North Georgia, LLC and its employees and agents.
- **Insurance:** It is required that you carry minimum \$1,000,000 liability insurance to protect yourself, Russell Regional Airport & Wings Over North Georgia, LLC against loss, injury, or property damage while vending your wares at the air show. This certificate is due to the WONG office by **10/2/20.** Please read and follow the Instructions below:

Wings Over North Georgia, LLC and Russell Regional Airport will both be an additional insured.
Include the physical address for the policy: 304 Russell Field Rd., N.E., Rome, GA 30165.

- **Compliance.** The Vendor assumes responsibility for compliance with all pertinent ordinances, regulations, and codes of local, state and federal governing bodies; together with the rules and regulations of the operators and/or owners of the property wherein the vendor is held. Cloth decorations must be flameproof. Wiring must comply with facility, fire department and Electrical Underwriters' rules. The Vendor will abide by and comply with the rules and regulations of Wings Over North Georgia, LLC authorized contractors and local unions operating at the vendorion facility.

Date: _____

Initial: _____

Wings Over North Georgia, LLC

P.O. Box 789, Rome, GA 30162

Phone: (706) 291-0030 - Email: tina@wingsovernorthgeorgia.com

WINGS OVER NORTH GEORGIA, LLC (*Vendor Terms and Conditions signature page*)

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- **No Guarantee of Results:** While we are committing a significant effort toward the promotion of this airshow within means, WONG does not guarantee any results from vending, nor does it guarantee a number of attendees.
- **ADA Requirements.** Vendors are reminded that the Americans with Disabilities Act (ADA) ensure equal access to all participants of Wings Over North Georgia Meetings. Booth spaces must be fully accessible to those with physical disability or sight impairment in compliance with all applicable laws and regulations, including without limitation, the Americans with Disabilities Act (U.S. Public Law 101-336).
- **Management.** Wings Over North Georgia, LLC reserves the right to interpret, amend, and enforce these terms and conditions as it deems appropriate to ensure the success of the event.
- **Enforcement and Severability.** These terms and conditions create a contract between the parties and shall be interpreted pursuant to Georgia law, enforceable in and subject to the jurisdiction of the courts of that state, and the prevailing party in any dispute over these terms shall be entitled to recovery of its costs and attorney fees from the other. In the event that any one or more of the provisions contained therein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Thank you for being a part of the WONG Airshow and adhering to the guidelines in this agreement for everyone's safety! We wish you a successful show!

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WINGS OVER NORTH GEORGIA, LLC "PROMOTER"

By: **WINGS OVER NORTH GEORGIA, LLC**

Agent/Contact: **Tina Talton**

Signature: _____

Telephone: 706-291-0030 E-Mail address: tina@wingsovernorthgeorgia.com

Date: _____

"VENDOR AGENT"

By: COMPANY: _____

Agent/Contact: _____ Signature: _____

Name: _____ On-Site Contact & Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ E-Mail address: _____

Date: _____