# **Skagit Valley College Powwow Vendor Information and Contract**

## Welcome!

Dear Vendor,

Thank you for your interest in participating in the Skagit Valley College Powwow, October 5-7, 2018 on our campus at 2405 E. College Way, in Mount Vernon, Washington. We look forward to meeting and working with you.

Below is the vendor application and what to expect as you arrive at the powwow. Reserve your vendor space early. Space is limited and will be assigned in order of payment received. Only authorized food vendors selected by the Powwow Committee will sell food. Food vendors MUST BE self-contained, and be able to be placed outdoors. Please inquire with Alana Quigley regarding food vendor fee.

- Vendor space is available in the Dave Duvall Pavilion on the main floor, AND upstairs. Vendor Coordinator reserves all rights to place vendors where they deem appropriate. Electric supply is limited so please indicate on your application if you need access to power.
- **Before** unloading, check in with the Vendor Coordinator at the main entry to the Dave Duvall Pavilion to locate your assigned space.
- Vendors can set up on Friday, October 5 after 1 pm, and Saturday and Sunday (October 6 & 7) after 10 am. Booths should be taken down and cleanup completed by 7 pm on Sunday.
- Authentic Native American/American Indian merchandise is preferred. The selling of Eagle feathers and other sacred items is prohibited. We reserve the right to decline any application if the materials being sold are deemed inappropriate.
- Full payment is due with submission of application. **NO EXCEPTIONS.** You will be placed based on the timeliness of your application being submitted only as long as your payment accompanies your application in FULL.

We appreciate your presence at the Skagit Valley College Fall Powwow. Traditional art makes an invaluable contribution in ensuring a successful multicultural community gathering to celebrate our heritage.

If you have questions please call or email the Skagit Valley College Powwow contact:

Alana Quigley

E-mail: alana.quigley@skagit.edu

(360) 416-7938

Skagit Valley College Powwow

2405 E. College Way

Mount Vernon, WA 98273

# Vendor Information

Vendor Name (DBA)	Street / Suite #	City / State / Zip	Contact Information:
Website / description of sale items:	Days(s) you will attend the Powwow:	Space Size & Cost	Location
	Friday (Oct. 5) Saturday (Oct. 6) Sunday (Oct. 7)	Spaces are 10 x 10. Cost is \$75 per day. 1 space per vendor ONLY.	All vendors will be in the Dave Duvall Pavilion. If you are not disabled, you may be placed in the upstairs area.
Vendor Fees Due (Money Order or Cash- ier's Check) <u>NO PER-</u> <u>SONAL CHECKS</u> .	\$		

## Send payment and vendor sales agreement to:

Skagit Valley College Powwow

Attn: Alana Quigley L-116-C

2405 E. College Way

Mount Vernon, WA 98273

**Directions:** *http://mapq.st/1ynwTFG* 



## Vendor Contract

This Agreement is entered into as of \_\_\_\_\_\_, 20\_\_ (the "Effective Date"), between SKAGIT VALLEY COLLEGE POWWOW ("SVC Powwow") and \_\_\_\_\_\_ ("Vendor") for the use by Vendor of certain space or facilities owned by the Powwow. In consideration of the mutual covenants hereafter contained, the parties agree for themselves as follows:

#### **SVC Powwow Agrees:**

- 1. To act as co-sponsor for the purpose of allowing the display and sale to take place on the Skagit Valley College campus. Responsibility for making all other arrangements including table and other equipment rests solely with the vendor.
- 2. Vendor may use the following Space or Space and equipment at the College:
- 3. Vendor may use the Space on the following dates and during the following hours:
- 4. Contract is not valid until signed by the SVC Powwow Vendor Coordinator.
- This contract does not bind the SVC Powwow or Skagit Valley College in any way to an exclusive agreement or prevent the SVC Powwow from entering into agreements for similar engagements with other vendors.

#### Vendor Agrees:

- 1. To arrange for payment of the Washington State Sales Tax and all other applicable taxes and license fees.
- 2. To set up and clean up designated space and use appropriate trash receptacles.
- 3. To take good care of the Space and to maintain the Space in as good order and condition as it was prior to Vendor's use. Vendor will set up and clean up designated space and use appropriate trash receptacles. Vendor is solely responsible for making arrangements for table and other equipment needed by the Vendor in performance of this Agreement, unless specifically identified under Section 1 of this Agreement.
- 4. Not to use or allow the Space to be used for any unlawful purpose. Vendor agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space or raise or violate any insurance coverage maintained by the College.
- 5. That no drugs or alcohol are allowed on College premises during this event. Including medicinal and/or recreational marijuana.
- 6. To protect, indemnify and save Skagit Valley College and the State of Washington harmless from and against any damage, cost or liability for any injuries to persons or property arising from act or omissions of Vendor, his/her employees, agents, subcontractor, powwow attendees, howsoever caused.
- 7. That vendor's failure to appear or substantially comply with the terms and conditions herein set forth, shall constitute a breach of the contract, and shall thereby negate any obligation of the SVC Powwow. We reserve the right to terminate a Vendor Sales Contract for just cause.
- 8. That vendor does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of the College, which consent may be granted or withheld in the College's sole discretion.

#### Interpretation

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Washington, the courts of which state shall have jurisdiction over its subject matter.

#### Relationship

Neither Vendor nor any personnel of Vendor will for any purpose be considered employees or agents of the College. Vendor assumes full responsibility for the actions of Vendor's personnel, and is solely responsible for their

supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

### Authority

The individual signing below on behalf of Vendor hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Vendor and that this Agreement is binding upon Vendor in accordance with its terms.

### Term

The term of this Agreement will begin on \_\_\_\_\_\_ and end on \_\_\_\_\_\_, 20\_\_, at which time Vendor's right to use the Space under this Agreement will automatically expire. This Agreement may be terminated earlier by either party upon ten (10) days prior written notice to the other party. Vendor's failure to appear or substantially comply with the terms and conditions set forth in this Agreement, shall constitute a breach of this Agreement, and shall thereby negate any obligation of the College. The College reserves the right to terminate a Vendor Agreement for just cause.

#### Vendor:

Date Application and Payment Submitted: \_\_\_\_\_

Vendor Signature:

Printed Vendor Name: \_\_\_\_\_\_

#### SVC Powwow:

Date application approved / notification and assigned space(s) sent to Vendor:\_\_\_\_\_

SVC Powwow Vendor Coordinator Signature:\_\_\_\_\_

Payment of	Received on	by
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Amount

Date

SVC Powwow Official