

FOOD VENDOR AGREEMENT B
Annual Newport Beach Classic-Exotic Car Show and Music Festival 2024
Knights of Columbus Balboa Council #15083 Newport Beach CA
www.newportbeachclassiccarfestival.org

This Vendor Agreement is made effective as of _____, 2024, by and between the Knights of Columbus Balboa Council No. _____ (hereafter “Knights”) of 1441 Balboa Blvd., Newport Beach, CA 92661, and _____, (hereafter “Vendor”), of _____.

WHEREAS the Knights is the Organizer and renter of the tarmac area located at Balboa Pier. Newport Beach, CA 92661, (hereafter referred to as the BALBOA PIER), where the Newport Car and Truck Festival will be conducted; and,

WHEREAS, Vendor is engaged in the business of sales and has presented its current active business license from the City of Newport Beach (and Orange County Health Care Agency, food handlers) to the Knights, if relevant.

NOW, THEREFORE, it is agreed that:

PURPOSE. *Knights agrees to provide Vendor space on the Balboa Pier parking lot, at the Newport Beach Classic Car and Truck Festival, and for the business purpose stated in the brief addendum attached hereto and incorporated herein by reference (hereafter “Addendum”).* The Vendor’s use of the BALBOA PIER is limited to the space selected by Knights as identified prior to the event. In general, Vendor is guaranteed an allotment of space/area as provided in the Addendum. The Vendor accepts the opportunity to participate as a vendor at the Newport Beach Classic Car and Truck Festival commencing and ending on October 26, 2024. Vendor hereby accepts the following listed conditions and limitations.

HOURS OF OPERATION. BALBOA PIER parking lot Festival area shall remain open from 8:00 a.m. to 5:00 p.m. on the date of the Festival, unless the Knights notifies the Vendor of other hours of operation.

INSTALLATION AND TEARDOWN. The Vendor shall set up the facilities for sale on October 25th, 2024, 4:00PM – 7:00PM AND SATURDAY 26TH between 7:00 a.m. to 8:00 a.m. The Vendor shall remove its facilities (e.g., tables, chairs, tent) for sale from the AREA NO LATER THAN 5:00PM

PAYMENT. The Vendor will provide proof of sales during event and pay the organizers 10% of their gross sales by 5:00PM on the Day of the event.

APPEARANCE. The Vendor is responsible for cleaning and maintaining the areas on the Balboa Pier parking lot provided to it by the Knights in an organized and neat manner. This responsibility included the Vendor's responsibility to remove bulk trash.

EXTRA SERVICES. Knights is not obliged to provide telephone, water, electrical, and drain services to the Vendor. The Vendor shall also be responsible for payment of other charges like electricity charges, water charges, taxes, etc. to the relevant authorities.

QUALITY PRODUCTS. The Vendor shall ensure proper quality of the products sold. The Vendor shall comply with all applicable laws as to the Vendor's sales and alone is responsible for collecting and remitting sales tax to the relevant authority.

INSURANCE: Vendor is solely responsible to obtain insurance coverage on property brought onto Balboa Pier parking lot areas. Vendor assumes full responsibility for items left on the Balboa Pier parking lot after the Festival. Knights accepts no responsibility for lost, stolen, or damaged property and is not required to carry additional insurance to cover Vendor's property.

INDEMNIFICATION AND HOLD HARMLESS. Vendor agrees to indemnify and hold Knights harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments, that may be asserted against Knights that result from the acts or omissions of Vendor and of Vendor's employees, agents, or representatives. These include claims that are civil, regulatory, municipal, and criminal in nature.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement.

- a. The failure to make a required payment when due.
- b. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitations the failure to make monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have one (2) working days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control (Force Majeure), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, acts of civil authorities, and supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes or non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside

jointly over the matter. The arbitration shall take place at a location closest to Newport Beach or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice or arbitration is served. The arbitrators shall not have the authority to modify any provision of this Agreement or to award punitive damages. The decision rendered by the arbitrators shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting any such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by both parties obligated under the Agreement.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of California.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure or either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SUB-CONTRACT. No Vendor may subcontract with sub-vendors without the express written consent of the Knights.

GOOD FAITH. The parties hereto agree to perform under this Agreement in good faith and in an ethical and moral manner serving to uphold the interest of the other as it pertains to the purpose of this Agreement.

SIGNATORIES. This Agreement shall be signed on behalf of the Knights by a duly authorized Knight with such power to bind the Council, and by a person with authority to bind the Vendor to the obligations stated hereinabove.

ORGANIZER

KNIGHTS OF COLUMBUS BALBOA COUNCIL

By: _____

Date: _____, 2024

Name:

Title:

VENDOR

NAME:

By: _____

Date: _____, 2024

Name:

Title:

ADDENDUM TO VENDOR AGREEMENT

2024

(Incorporated in the Vendor Agreement by reference and made a material part thereof.)

ELECTRIC	ELECTRIC REQUIRED AT BOOTH VOLTS _____	Yes/No (circle one) AMPS _____	MUST BE COMPLETED FOR ALL APPLICATIONS
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***Premiums apply to certain locations**

FOOD VENDORS - \$75 initial payment with filled out form. Then 10% OF THE GROSS SALES – DUE AT THE END OF THE EVENT. You must present an account with your payment. See you event contact for more information

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