



Vendor Agreement

THIS AGREEMENT BETWEEN **North Dakota Farmers Union (NDFU)**
1415 12th Ave SE, Jamestown ND 58401



AND

Vendor _____ of _____ is effective _____

Vendor Name _____

Contact Name _____

Address _____ City, State Zip _____

Telephone _____ E-mail _____

ND Tax Permit # _____

NDFU Contact _____

NDFU E-mail _____ NDFU Telephone _____

Vendor and NDFU agree as follows:

- 1) NDFU will host the Women in Leadership Development (WILD) event on September 13-14, 2017, in the NDFU headquarters building located at 1415 12th Avenue SE, Jamestown, ND, with an estimated attendance of 300. Vendor will pay NDFU \$150 for table display space, due upon signing this Agreement. In addition, Vendor will provide a product or service to include as a give-away at the event and 300 inserts for the participant gift bags. NDFU will provide Vendor with two paid registrations to the event.
- 2) NDFU will provide the following equipment and services: electricity, two chairs and an eight-foot table. If additional space is needed, Vendor will pay an additional \$100.
- 3) NDFU reserves the right to set the floor plan and Vendor's display location. Vendor's display will be respectful of NDFU, the participants, and other vendors or sponsors; NDFU has the right to exclude or require modification of displays. Using the north doors of the building, Vendor will set up on Wednesday, September 13, 2017, between the hours of 1:00 and 4:00 pm. Nothing may be posted, taped or tacked to walls or ceilings. Open flames are prohibited. Vendor will take down display no earlier than 5:00 p.m. on September 14, 2017, and no later than 6:00 p.m. on September 14, 2017. NDFU may remove Vendor's remaining items at Vendor's expense.

- 4) Vendor remains the sole owner of its intellectual property (IP), including logos, and NDFU remains the sole owner of its IP. Vendor grants NDFU a limited, non-exclusive license to use specific IP that it identifies to NDFU for the promotion of the event. NDFU grants a limited, non-exclusive license to Vendor to use the NDFU logo as provided by NDFU for the purpose of promoting itself as a vendor at the event from the date of this Agreement until the event ends. Before each use of the NDFU logo, Vendor must receive approval from NDFU. Vendor and NDFU each warrant that it is the owner or licensee of its IP, and will defend, indemnify and hold the other harmless for liability, claims, and costs (including reasonable attorneys' fees) of any dispute involving its IP.

- 5) Insurance and Indemnification: NDFU will not be held liable for any loss, damage, or theft of Vendor's property during the event, at set up, or at take down. Vendor will maintain commercial general liability insurance and will name NDFU as an additional insured on the policy. Vendor will provide NDFU with a certificate of insurance prior to the event. Each party agrees to defend, indemnify, and hold the other harmless from liabilities, claims, and costs (including reasonable attorney's fees) due to injury, death, damage of property, or loss of property or profits arising out of any act, omission or violation of law by the indemnifying party or of indemnifying party's product.

- 6) Complying with Laws: Vendor is exclusively responsible for complying with all applicable laws and regulations, including but not limited to tax, lottery, raffle, contest, or games of chance.

Date: _____ Vendor Signature: _____ Title: _____

Date: _____ Vendor Signature: _____ Title: _____