



Sport Services Department Special Event Vendor Agreement

Event Name: _____

Event Date(s): _____

VENDOR CONTACT INFORMATION

Organization Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Primary Contact Name: _____

Title: _____ Phone Number: _____

Email Address: _____

VENDOR REQUIREMENTS

Date(s) onsite: _____

Booth Operating Times: _____

Set Up Needs:

6ft Tables (Y/N) If Y, #: _____

Chairs (Y/N) If Y, #: _____

Overnight Storage (Y/N) **if available*

SCHEDULE "A" - Description of Vendors Products & Services:

THIS AGREEMENT was made between:

Lindsay Park Sports Society, as operator of MNP Community & Sport Centre
(MNPCSC) (Hereinafter referred to as the "Society")

and

Vendor: _____

Date: _____



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WHEREAS:

- a) The Society is a non-profit organization, which operates and manages MNP Community & Sport Centre;
- b) MNP Community & Sport Centre (the "Centre") is a high-performance sports facility located at 2225 Macleod Trail SE, Calgary, Alberta, T2G 5B6;
- c) The City of Calgary (the "City") is the owner of the Centre and the land upon which it is located; and
- d) The Vendor wishes to display and sell products and services at MNPCSC during the date(s) of the Special Event.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Definition of Vendor:** In this Agreement, reference to the Vendor includes the Vendor's officers, agents, employees, patrons, contractors, invitees, concessionaires, volunteers, representatives and servants and any reference to gender includes a reference to all other genders.
2. **Vendor Products, Services and Space**
 - (a) The Vendor will be permitted to display and sell products and services described in Schedule "A" hereto at the Centre during the date(s) of the Special Event identified above, subject to the terms of this Agreement.
 - (b) The Society reserves the right to prohibit the sale of any product or service by the Vendor hereunder which conflict with the business of the Society or the Centre in any way whatsoever, including, any product or service that is offered by the Society or other merchants and tenants of the Centre.
 - (c) The Society agrees to provide the Vendor with the space and equipment set out in Schedule "B" for their exhibit, subject to the terms of this Agreement.
3. **Insurance Requirements**
 - (a) The Vendor agrees to maintain, or cause to be maintained on its behalf, during the entire term of the Special Event, including, but not limited to, the actual time of the Special Event and the time required by the Vendor to set up and take down its exhibit at the Special Event, commercial general liability insurance in such amounts and on such terms as may be acceptable to the Society.
 - (b) The Vendor agrees to provide proof of such insurance to the Centre's Sport Services Department, in form satisfactory to the Society, no later than 2 weeks prior to the start of the Special Event.
4. **Payment**
 - (a) The Vendor agrees to pay the Society \$150 per day.
 - (b) The Centre will provide the vendor with an invoice. Payment can be made by Visa, Master Card or cheque. Payment must be received on or before arrival to the Centre for the event.



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5. Assignment of Rights: The Vendor may not assign, sublet, or share any portion of its allocated space or otherwise assign, transfer or convey any of its rights hereunder without prior written consent of an authorized representative of the Society or the Centre.
6. Termination
 - (a) The Society may terminate this Agreement at any time with or without cause and a decision by the Society to terminate this Agreement shall be final.
 - (b) In this Agreement "cause" is defined as any circumstance where the Vendor has failed to perform its obligations under this Agreement or where the Vendor acts in any way whatsoever considered by the Society to be contrary to the interests of the Society, the Centre, the City, or other vendors or merchants of the Centre.
 - (c) If termination takes place with cause or during the Special Event no fees paid to the Society by the Vendor prior to the termination shall be returned or refunded.
 - (d) Upon termination of this Agreement by the Society, the Vendor shall be required to immediately remove their exhibit from the Centre and clean the exhibit space to standards reasonably acceptable to the Society.
7. Limitation of Liability
 - (a) Prior to, during, and subsequent to the Special Event, the Vendor shall indemnify and save harmless the Society and the City from and against all claims, losses, fines, suits, actions, damages, liabilities, and expenses of any nature or kind arising from or related to the Vendor's occupancy or use of the Centre's premises or occasioned wholly or in part by any act, omission, breach or violation of any of the Vendor's obligations under this Agreement by the Vendor or its officers, agents or employees, or by anyone permitted by the Vendor to be upon the Centre's premises. Any obligation of the Vendor to indemnify the Society and the City hereunder shall survive the termination of this Agreement.
 - (b) Neither the Society nor the City shall be responsible for any damage or injury that may occur to the Vendor or to the Vendor's officers, agents or employees or property from any cause whatsoever prior to, during or subsequent to the Special Event and the Vendor hereby expressly releases the Society and the City from and agrees to indemnify it against any and all such claims for such loss, damage or injury, unless the loss, damage or injury is caused by the willful misconduct of the Society or its officers, employees or agents.



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SCHEDULE "B" SOCIETY'S SPACE AND EQUIPMENT

Space Available to Vendor at the Centre

The Society, through the Centre's Competition & Event Coordinator, or an Authorized Representative will designate an area for the Vendor to set up its exhibit, as well as a designated storage area. (if available)

This area, in which the Vendor's exhibit shall be located, will consist of a space of no more than 10' x 10'.

A Centre staff member (Competition & Event Coordinator, Duty Manager or designated authorized representative) must be present at all times the vendor requires access within the storage area.

Equipment Available at the Centre

The Society agrees to provide the Vendor the use of the 2 tables and 4 chairs for its exhibit. Additional equipment requests are not guaranteed and must be requested in advance.

Advertising at Centre

Vendors are permitted to advertise **ONLY** within the event space (as per our facility guideline) and during the event times. Advanced advertising is only permitted on Community Board.

LINDSAY PARK SPORTS SOCIETY

Per:

Carlee Morris
Competition & Event Coordinator
2225 Macleod Trail SE
Calgary, AB T2G 5B7

Email: cmorris@mnpcentre.com
Phone Number: 403.355.1278

VENDOR:

Per:

[Printed Name]

[Title]

[Signature]