



Grandwood Park District
Vendor Contract – Oktoberfest, September 25, 2021

Cost: \$25.00 per booth; 14' x 14' space

- Vendors must provide their own equipment (ie: canopies, tables, chairs etc.)
- All fees are non-refundable
- No electricity or running water is available
- Event runs from 4:00pm – dusk
- Set up Time: Vendors can begin set up at 2:00 pm. Break down is 8:00pm
- Vendors are responsible for leaving the area in the same condition as they found it
- We reserve the right to censor any booth
- Only ONE type of craft per space
- NO % fee requested at end of fair
- Grandwood Park Park District is not responsible for lost, stolen or damaged merchandise incurred during event.

REGISTRATION INFORMATION

Vendor Forms must be submitted at least one week before the event!

COMPANY _____

CONTACT PERSON _____

ADDRESS _____

PHONE _____

EMAIL _____

DESCRIPTION OF BUSINESS / ITEMS TO SELL: _____

Total Amount submitted _____

Thank you for your registration. A confirmation email will be sent reserving your spot.



HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the "Agreement") is made as of _____ by and between Grandwood Park District, as the person or entity receiving indemnity (hereinafter referred to as the "Indemnitee"), located at 36630 N. Hutchins Road, Gurnee, Illinois 60031, and _____, as the person or entity bound to provide and/or protect the Indemnitee (hereinafter referred to as the "Indemnitor"), located at Yew Drive, Lake Villa, Illinois 60046, and at times the Indemnitee or Indemnitor may be referred to as the "Party" or may be collectively referred to as the "Parties."

WHEREAS, the Indemnitor desires and wishes to hold harmless and indemnify the Indemnitee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around Music Class as a proximate result of the acts or omissions of the Indemnitee, its agents, successors and assigns or arising out of the operation or actions of the Indemnitee upon or about Music Class, except when such liability may result from the sole negligence of the Indemnitee, its officers, directors, agents, servants, and/or employees; provided however, that upon the filing of any claim with the Indemnitor for damages arising out of incidents for which the Indemnitee herein agrees to hold Indemnitor harmless, then and in that event the Indemnitor shall notify Indemnitee of such claim and Indemnitee shall have the right to settle, compromise, and/or defend the same.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, and/or modified only by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

GENERAL WAIVER

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

ENTIRE AGREEMENT

This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

ENFORCEABILITY, SEPERABILITY AND/OR REFORMATION

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

GOVERNING LAWS

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Illinois applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Illinois shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

JURISDICTION AND VENUE

This Agreement is to be construed pursuant to the current laws of the State of Illinois. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Illinois.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

**Grandwood Park Park District
Manager**

(Date Signed)

(Date Signed)