

## FRIENDS OF GALA (FoGALA) Goddess Gift Shop Online Holiday Market - Vendor Agreement

Thank you for participating in Friends of GALA (FoGALA) **2nd Annual Goddess Gift Shop, an Online Market Fair (the "Event")!** Please review the information below, fill out, ***sign & return all pages*** of this Vendor/ Organization Agreement via email to Angie Gomez at [Fundraising@FoGALA.org](mailto:Fundraising@FoGALA.org). **APPLICATION DEADLINE Friday, November 12<sup>th</sup>**. A confirmation email from FoGALA Vendor Hospitality will be sent upon approval of your application. Exceptions can be made case by case. Email Angie Gomez at [Fundraising@FoGALA.org](mailto:Fundraising@FoGALA.org) with any questions or requests for exemption.

### **EVENT DATES & DETAILS (\*date and time subject to change)**

Date: Saturday, Nov 13th thru Saturday, Dec 11th

Location: [www.fogala.org/goddessgiftshop](http://www.fogala.org/goddessgiftshop)

### **REQUIREMENTS:**

- **MARKETING PHOTO/LOGO:** Vendor shall provide a hi-res Photo or Logo, upload link is on Vendor Application.
- **DONATION:** A minimum of 10% to 20% (Noted on Vendor Application Form) of your sales to FoGALA (Friends of GALA) at the end of the "Event". This donation is tax deductible. We will collect this donation during the week of December 13th, after the "Event" duration. All payments will be made to Friends of GALA.
- **SHIPPING/ DELIVERY:** Vendor is responsible for the direct shipping and handling/ delivery of goods and services.

### **AGREEMENT AND ACKNOWLEDGMENT:**

By signing below (page 3), you agree that you have read, understand and agree to be bound by this Vendor Agreement, including the Agreement & Release For Events (Story, Testimonial, Photograph, Video And Property) on page 2 hereof and the Terms and Conditions to Friends of GALA (FoGALA) Goddess Gift Shop an Online Holiday Market Vendor Agreement on page 3 hereof.

FIRST & LAST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE CELL \_\_\_\_\_

EMAIL \_\_\_\_\_

TYPE OF VENDOR/ ORGANIZATION \_\_\_\_\_

NAME OF BUSINESS/ ORGANIZATION \_\_\_\_\_

WEBSITE \_\_\_\_\_

**AGREEMENT & RELEASE FOR  
EVENTS STORY, TESTIMONIAL, PHOTOGRAPH, VIDEO AND PROPERTY**

For good and valuable consideration, the receipt and adequacy of which are acknowledged, you ("I" and "me") agree as follows:

1. I am attending *Friends of GALA's (FoGALA) 2nd Goddess Gift Shop, an Online Holiday Market* (the "Event"). I represent that there is no medical or physical condition which would prevent me from participating in any activities conducted at the Event, and that I have not been instructed by any physician not to participate in such activities.

2. I acknowledge that the rights granted to herein shall extend to *FoGALA* and Los Angeles Unified School District, and their respective officers, directors, employees, representatives, agents, successors and assigns (collectively, "*FoGALA*").

3. *FoGALA* may copyright, use, publish, republish, and otherwise reproduce, modify and distribute my story, testimonial and interview comments, and photographs/video of me and/or my property (as applicable) taken by *FoGALA* or otherwise provided to *FoGALA* by me ("Materials ") in perpetuity in any and all print, electronic, digital and other media existing now or developed in the future, in whole or in part, including the likeness(es) of me, with or without other persons, that are included in the Materials, whether in composite or distorted character or form, world wide, for any lawful purpose whatsoever.

4. I waive, release and discharge *FoGALA* from any and all (a) claims and demands arising out of or in connection with the use of the Materials (including the likenesses and/or name of me) including without limitation any and all claims for libel, defamation, claims for invasion of privacy, publicity or personality or similar matter, claims for infringement of "moral rights", all rights under common law, the Lanham Act, the Copyright Act, and any and all claims for royalties or compensation other than as may be expressly provided in a written agreement between *FoGALA* and myself.

5. I also understand that I hereby assume the risk of any and all accidents or injuries of any kind which may be sustained by anyone or anything by reasons of or in connection with my participation in the Event and I hereby release, discharge and absolve *FoGALA*, and its employees, offices, agents and representatives from any and all liability or responsibility for any and all accidents or injuries sustained by anyone or anything as a result of my participation in the Event, except to the extent such accident or injury is the result of the negligence of any of *FoGALA*, or its employees, offices, agents and representatives.

6. I represent and warrant that: (a) any story, testimonial, interview comments and/or information I provide accurately reflect my opinions and experiences and that they are true and correct to the best of my knowledge and belief; (b) any photographs and videos I provide are owned by me, including the copyright, and I have the right to authorize *FoGALA* to use such photographs and videos; (c) I am of legal age and have the right to contract in my own name; (d) I have the full power and authority to grant all of the rights conveyed to *FoGALA* in this Agreement & Release; and (e) I have read the above Agreement & Release, prior to its execution, and am fully familiar with its contents.

7. This Agreement & Release shall be governed by and construed in accordance with the laws of the State of California, USA, notwithstanding its conflict of laws principles. No modifications of this Agreement & Release or any of its terms shall be effective unless in writing signed by the duly authorized representatives of *Friends of GALA* and me.

## Terms and Conditions to FoCALA Market Fair Vendor Agreement

- 1. Objectionable Materials and Activities.** FoGALA reserves the right to refuse any vendor, or any employees, which or who in the opinion of FoGALA is not keeping with the character of the Event, and may at any time without notice, cancel this Vendor Agreement and remove you, your agents and property from the Event . In the event of such cancellation, you hereby waive any claim for damages, including, without limitation, lost profits or damage to reputation.
- 2. Compliance with Laws/Licenses and Permits.** You must comply with all applicable federal, state and local, statutes, ordinances and regulations. In addition, you, at your own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to sales tax, which accrue to it during the Event.
- 3. License of Marks.** You hereby grant FoGALA a perpetual, non-exclusive, royalty-free license to use your logos, trademarks, trade names and associated goodwill in connection with the marketing, promotion and advertisement of the Event.
- 4. Independent Contractor.** You are acting as an independent contractor pursuant to and limited to the terms and conditions set forth in this Vendor Agreement and are solely and exclusively responsible and liable for the acts and/or omissions of your employees, agents, subsidiaries and subcontractors. Nothing in this Vendor Agreement shall be deemed or construed by either party as to create any partnership, joint venture or employer/employee relationship between the parties.
- 5. Governing Law.** This Vendor Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.
- 6. Nature of this Vendor Agreement.** No legal title, lease, easement or other possessory interest in our online shop, or any appurtenances thereto, shall be deemed or construed to have been created or vested in you by anything contained in this Vendor Agreement.
- 7. Entire Agreement.** This Agreement constitutes the entire agreement between you and FoGALA, and supersedes any prior understanding or representation of any kind preceding the date of this Vendor Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Vendor Agreement. No amendment or modification to this Vendor Agreement shall be binding unless it shall be in a writing signed by both parties.

SIGNATURE : \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL \_\_\_\_\_