

VENDOR AGREEMENT

NAMC Houston (NAMC) permits _____ (“VENDOR”) to use the Vendor Booth Space facilities on Saturday, October 22, 2022 as part of Houston AfriFEST in accordance with the following:

1. The rules and requirements contained in the Houston AfriFEST 2022 Vendor Package are specifically incorporated herein by reference.
2. VENDOR agrees to observe and comply with all existing policies which in any manner affect or relate to the use of the booth space rental.
3. NAMC reserves the right to evict anyone violating any rule outlined herein, or violating any other rule or regulation, without a refund of fees paid.
4. VENDOR may not sub-let any portion of the booth rental space, without the prior written consent of NAMC.
5. VENDORS are only entitled to the 10' x 10' (or 10' x 20') space paid for, not the space surrounding or adjoining it.
6. Houston AfriFEST will be held rain or shine. Notwithstanding, NAMC reserves the right to cancel Houston AfriFEST 2022 at any time prior to the date of the event with refund of all amounts paid by Vendor in connection with the Agreement. Otherwise, **all payments are nonrefundable.**
7. Approximately one week prior to the Houston AfriFEST, VENDOR will receive directives for the day's setup and break down procedures.
8. VENDORS bringing their own tents are responsible for securing them with weights. NAMC will not be providing them. Stakes are prohibited.
9. If VENDOR will serve food/beverages, NAMC must receive all applicable permits, licenses, and certificates no later than 14 calendar days to the event. The only exception is for late registrations (2 calendar days after registration). VENDOR will have their registration canceled if they fail to comply and no refund will be given.
10. VENDOR may not use LPG (Liquid Propane Gas) cooking appliances at the festival.
11. Booth spaces are rented for Houston AfriFEST 2022 only. Booth Space Rental shall begin at 7:30 AM and end at 7:00 PM on October 22, 2022.
12. The Booth space must be accepted as assigned. VENDORS are not permitted to remove and/or relocate the rental booth from the assigned spot without prior approval of NAMC. It is NAMC's right to relocate the rental booth should it deem necessary.
13. Priority tent selection is available on a first come, first served basis before event day for an additional cost listed on the Vendor Registration form. No special tent assignment will be honored without paying priority fee. The deadline for priority booth requests is October 8th.
14. NAMC reserves the right to deny sale or display of objectionable or offensive materials. NAMC may inspect information being distributed or the products being offered for sale by VENDOR and restrict or deny distribution of any item NAMC considers inappropriate.
15. VENDOR shall remove its property and **clean up all trash and waste material** in and around the Rental Booth Space by end of day. Site must be left in the condition in which you arrived. Vendors are required to bring their own garbage receptacles and garbage bags. There is no dumping of coals or grease on the festival grounds. Coals must be placed in a durable container for removal by VENDOR. Hot cooking materials must be extinguished with plain water. Vendors must provide airtight containers for disposal of cooking oils, grease, and waste materials.
16. VENDOR is solely responsible for all losses, cost, damages, and expenses of any kind whatsoever resulting from or incidental to the use of the rental booth space.
17. VENDOR shall remove its property and clean up all trash and waste material in and around the rental booth space by end of day on Saturday, October 22, 2022. Site must be left in the same clean condition in which it was found upon arrival.
18. VENDOR may not vacate the festival grounds without first checking out with NAMC staff. **Vendors are expected to remain on site until the end of the festival at 7:00 PM.**

19. This Agreement shall be subject to the applicable laws of Texas. Any disputes shall be brought before courts in Harris County, Texas.
20. VENDOR indemnifies and agrees to hold NAMC, and any associated agencies affiliated with the festival event and their members, officers and directors, and employees, harmless against any and all liability (including court costs and attorney's fees) whatsoever arising from any claim made against NAMC or loss incurred by VENDOR as a result of or in any way arising from, relating to, or connected with the obligations identified within this Vendor Agreement, including loss or liability caused by gross negligence, except loss or liability caused by sole negligence or willful conduct. This hold harmless and indemnification obligation shall survive any termination of this rental agreement. You understand that at this event or related activities, you may be photographed or video recorded and you agree to allow photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, or organizers.
21. This agreement for Vendor Booth Space at the 2022 Houston AfriFEST indicates VENDOR's willingness to abide by all accompanying terms and conditions and general regulations listed on this document as well as such additional rules and regulations as NAMC deems necessary for the success of Houston AfriFEST, provided the latter does not materially alter the VENDOR'S contractual rights.

VENDOR Signature

Date

VENDOR Contact Printed Name

Vendor Contact Title

Please email the signed Vendor Agreement to omonikhefeaghomon@namchouston.org. Thank you!

Vendor Contacts: Omonikhefe Aghomon, omonikhefeaghomon@namchouston.org, Coco Mage, anm51306@gmail.com and Edward Disi, edwarddisi@namchouston.org.