

Mobile Event Vendor Agreement

This Mobile Event Vendor Agreement (this "Agreement"), dated as of _____, _____, 2018 (the "Effective Date"), between Spokane Valley Junior Soccer Association ("SpVJSA") and _____ ("Mobile Vendor"). SpVJSA and Mobile Vendor may herein individually be referred to as a "Party" and collectively as the "Parties."

WHEREAS, SpVJSA operates and maintains a portion of Plante’s Ferry Sports Stadium, through an agreement with Spokane County (the “County Agreement”), referred to hereinafter as the “Premises”. The Premises is more particularly described and illustrated in **EXHIBIT A**, which is attached hereto and incorporated by this reference.

WHEREAS, Mobile Vendor desires to sell soccer and event related merchandise (“Event Merchandise”) to users of the Premises from the dates of:

_____ 2018 through _____, 2018 during the “Event”

known as the _____ hosted at the Premises.

WHEREAS, Mobile Vendor plans to offer the following Event Merchandise for sale at the Premises during the Event in accordance with all applicable laws and regulations:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____

NOW, THEREFORE, for and in consideration of the rights and obligations set forth in this Agreement, including the payment of fees and charges as hereinafter provided, and other

good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows.

1. **Definitions.** For purposes of this Agreement, the following terms and phrases shall have the meanings ascribed to them below.

a. "Event(s)" shall mean the specific sporting tournament, meeting, conference, community event, or other similar activity referenced above.

b. "Event Merchandise" shall mean the items to be provided at Premises pursuant to this Agreement as specifically listed above and/or referenced within this Agreement (e.g. soccer shoes, soccer clothing, custom sweatshirts, soccer jewelry, etc ...).

c. "Gross Receipts" shall mean sales price of all goods sold, including Event Merchandise, and the charges for all services performed by Mobile Vendor or any other person, firm or corporation selling goods or performing services in, upon or from any part of Premises, including, online and telephone orders received or filled at Premises, vending machine receipts, all deposits not refunded to purchasers and all goods sold or services performed for cash or for credit, regardless of collections, or for any other consideration. Gross Receipts shall not include: (i) cash discounts allowed or taken on sales; (ii) any sales taxes, use taxes or other excise taxes required by law to be included or added to the purchase price collected from the customer and paid by Mobile Vendor; (iii) the value of goods, supplies or equipment exchanged or transferred from other business locations of Mobile Vendor where such exchanges or transfers are not made for the purpose of avoiding a sale by Mobile Vendor which would otherwise be made from or at Premises; (iv) refunds from, or the value of, goods, supplies or equipment returned to shippers, suppliers or manufacturers; and (v) receipts from any sale where the subject sale, or some part thereof, is thereafter returned by the purchaser and accepted by Mobile Vendor, to the extent any refund is actually granted or an adjustment is actually made either in the form of cash or credit. Gross Receipts shall not be reduced as a result of any error in cash handling by Mobile Vendor or Mobile Vendor's employees; any losses resulting from bad checks received from customers, or from dishonored credit, charge or debit card payments, or any other dishonored payments to Mobile Vendor by a customer; or any arrangement for a rebate, kickback, or hidden credit or allowed to any customer.

2. **Grant of Privilege.** Subject to the terms, covenants and conditions set forth in this Agreement, SpVJSA grants to Mobile Vendor, the right to sell or provide Event Merchandise to the public and not for any other purpose without prior written consent of SpVJSA which consent may be withheld in SpVJSA's sole and absolute discretion. Mobile Vendor acknowledges and agrees that it will only sell the specific Event Merchandise or categories of Event Merchandise listed within this Agreement at Premises during the Event.

Mobile Vendor acknowledges and agrees that other vendors may provide and sell event merchandise at Premises during the Event at the sole discretion of SpVJSA.

3. **Term of Contract.** Unless otherwise terminated as provided herein, this Agreement shall be in full force and effect upon execution of this Agreement through the duration of the Event.

Either party may terminate this Agreement at any time for any reason, without cause, by giving at least seven (7) days' notice in writing to the other party. Neither party shall have any recourse against the the other party for termination of this Agreement if said terminated party receives seven (7) days' notice in writing.

SpVJSA may unilaterally terminate this Agreement at any time for any reason, without cause, by giving notice to the other party in writing, provided however that if SpVJSA terminates without providing seven (7) days' notice, then SpVJSA will pay Mobile Vendor the sum of \$_____ (the "Early Termination Fee") for early termination. Mobile Vendor's receipt of the Early Termination Fee shall be Mobile Vendor's sole remedy and no additional compensation or damages shall be owed to Mobile Vendor. Furthermore, payment of the Early Termination Fee will not affect the amount of Fees owed by Mobile Vendor pursuant to Paragraph 5 of this Agreement, and the payment (Early Termination Fee) from SpVJSA may be used as an off-set against any amount owed by Mobile Vendor to SpVJSA.

Mobile Vendor may unilaterally terminate this Agreement at any time for any reason, without cause, by giving notice to the other party in writing, provided however that if Mobile Vendor terminates without providing seven (7) days' notice, then Mobile Vendor will pay SpVJSA the sum of \$_____ for early termination. This early termination payment will be in addition to any and all Fees owed by Mobile Vendor pursuant to Paragraph 5 of this Agreement.

4. **Review of Costs.** All prices charged for Event Merchandise shall be prominently posted and shall not exceed prevailing market prices charged for the same or similar items at other youth sporting events in the Spokane County area. SpVJSA reserves the right to review and approve the cost of providing Event Merchandise under this Agreement.

5. **Premises.** Mobile Vendor is granted a limited license to use and enter the Premises per the terms of this Agreement. So long as Mobile Vendor is not in default hereunder, and the Agreement has not been terminated by either party, SpVJSA shall permit Mobile Vendor to occupy and quietly enjoy the Premises for the purposes contemplated hereunder. Mobile Vendor shall at all times conduct its business in a quiet orderly manner to the satisfaction of SpVJSA. SpVJSA shall have the right to inspect the Mobile Vendors operations to ensure compliance with this Agreement within Plante's Ferry Sports Stadium. This Agreement does not permit or entitle Mobile Vendor to park and/or conduct business outside of the Premises described in **EXHIBIT A** without obtaining written approval of the Spokane County Parks, Recreation and Golf Director.

6. **Utilities.** Except as otherwise provided herein, SpVJSA shall be responsible for the payment of all utility charges assessed to the Premises, to include electricity, sewer, water and garbage. Mobile Vendor shall be responsible for any expenses relating to phone or internet services that may be necessary for Mobile Vendor to perform its obligations hereunder. In the event any utility service line is damaged by Mobile Vendor, or its employees, suppliers, agents, guests, invitees or customers, Mobile Vendor shall be responsible for the cost of repair and any damages suffered thereby. Mobile Vendor expressly waives all claims for compensation, or any diminution or abatement of the revenue sharing payments provided hereunder, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating or air conditioning systems, electrical apparatus or wires furnished to Mobile Vendor which may occur from time to time and Mobile Vendor hereby expressly releases and discharges Spokane County, SpVJSA and its officers, directors, employees and agents from any and all demands, claims actions, and causes of action arising from any loss of utilities.

7. **Equipment.** Mobile Vendor shall, at its sole cost and expense, provide and maintain in good repair any and all equipment, furnishings and expendables that may be required for Mobile Vendor to perform its obligations hereunder.

All booths or trailers shall provide a minimum of one (1) five-pound ABC type portable fire extinguisher. Additional fire extinguishers or fire protection may be required at the discretion of the fire officials. All fire extinguishers shall have a current (1 yr) inspection signed by a state licensed company or a sales receipt for the current year. All tents over 120 sq ft. shall have a flame-retardant certificate and obtain any inspection required by the fire officials. Fryers and flame producing equipment will not be allowed within five feet (5 ft) of any tent. All permanent wiring must be in conduit. Electrical outlets and switches must have cover plates. Extension cords cannot replace permanent wiring. They may be used for temporary electric connections only. Electrical adapters are prohibited if no circuit protection is built in. All electrical wiring shall be free of splices and other mechanical damage. All electrical connections shall be made within approved junction boxes. If electrical wiring is secured to metal, there will be electrical insulation or electrical tape between the metal and the electric wiring. Absolutely no household type extension cords only heavy-duty cords accepted and of three ground type.

8. **Hours of Operation.** Except as otherwise agreed in writing between the Parties, the Mobile Vendor shall be allowed to provide service during the Event per the following schedule:

EVENT DATE	TIME OF OPENING	TIME OF CLOSING

9. **Notice.** Notices and demands required or permitted to be given hereunder may be given by personal delivery to either Party, via email, or may be sent by recognized overnight courier or certified mail, return receipt requested, addressed, postage prepaid, to the address or addresses set forth below. Notices and demands shall be deemed to have been given two (2) business days after deposit in the U.S. mail when mailed, or, if made by personal delivery or overnight courier, then upon the actual delivery.

<p>To SpVJSA:</p> <p>Spokane Valley Junior Soccer Association</p> <p>Attn: 12320 E. Upriver Dr. Spokane Valley, WA 99216</p> <p>_____</p>	<p>To Mobile Vendor:</p> <p>_____</p> <p>Attn: _____</p> <p>_____</p> <p>_____</p>
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10. **Damage to Premises.** If Premises, or a portion thereof, are damaged by fire or other casualty preventing Mobile Vendor from providing the services contemplated by this Agreement, SpVJSA shall notify Mobile Vendor as soon as practical after learning of such damage of the time necessary to repair or restore such damage. Mobile Vendor shall be responsible to repair and restore any damage to Premises caused by Mobile Vendor or its employees, agents, suppliers, guests, invites and customers. If Mobile Vendor fails to repair or restore any damage to the Premises as required hereunder, SpVJSA may, but is not required, to repair and restore the damages at the cost and expense of Mobile Vendor plus fifteen percent (15.00%) for administrative overhead.

11. **Default of Mobile Vendor and Remedies of SpVJSA.** In the event that Mobile Vendor: (a) fails to pay all or any portion of any sum due from Mobile Vendor hereunder to SpVJSA; (b) commits waste to Premises; (c) becomes bankrupt or insolvent or files any debtor proceeding or if Mobile Vendor shall take or have taken against Mobile Vendor any petition of bankruptcy, or if Mobile Vendor shall take action or have action taken against Mobile Vendor for the appointment of a receiver for all or a portion of Mobile Vendor's assets, or if Mobile Vendor shall make an assignment for the benefit of creditors; (d) cancels or fails to renew an insurance policy required hereunder and Mobile Vendor fails to replace or reinstate said insurance policy prior to cancellation; or (e) is otherwise in default hereunder for failure to perform any of its terms, conditions or obligations under this Agreement, then SpVJSA may, at its option and without further notice to Mobile Vendor declare this Agreement terminated and recover the revenue sharing fees and payments as provide in paragraph 5 as they become due, plus interest at twelve percent (12.00%) per annum from the due date of such payment(s) until paid. Mobile Vendor hereby waives any right of redemption, re-entry, or repossession to the extent permitted under the laws of the State of Washington. Any re-entry shall be construed as Landlord's election to terminate this Agreement.

12. **Relationship of the Parties.** It is understood, agreed and declared that Mobile Vendor shall be an independent contractor and not the agent or employee of SpVJSA, that SpVJSA is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services required hereunder are performed is solely within the discretion of the Mobile Vendor. Any and all employees who provide services under this Agreement shall be deemed employees solely of Mobile Vendor. Mobile Vendor shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. This Agreement is not and shall not be construed as a joint venture or partnership between the Parties.

13. **Insurance.** Mobile Vendor shall keep in force at Mobile Vendor's expense during the Term hereof, a commercial general liability insurance including bodily injury and property damage, personal or advertising injury and medical payments (which policy shall likewise include coverage against assumed or contractual liability of Mobile Vendor under this Agreement, subject to the exceptions to and exclusion from such coverage contained in the policy), covering Mobile Vendor business at Premises and Mobile Vendor's use of motor vehicles at Premises by Mobile Vendor, with an insurance company licensed to do business in Washington and having a minimum A.M. Best's rating of A-VII, providing insurance against claims for "personal injury" liability, including but not limited to, bodily injury, death or property damage with limits of not less than a combined single limit of One Million Dollars (\$1,000,000).

Mobile Vendor shall also keep in force an insurance policy covering Mobile Vendor's property, including but not limited to Mobile Vendor's inventory, fixtures, furnishings, equipment and other property of Mobile Vendor whether or not removable by Mobile Vendor hereunder, which insurance shall be in an amount sufficient to cover the full replacement cost thereof (without deduction for depreciation) including, without limitation, water damage.

Mobile Vendor shall be solely responsible for insuring any and all property owned or possessed by Mobile Vendor placed upon or left at Premises during the Event or any property which is not removed by Mobile Vendor after the Event. Spokane County and SpVJSA shall not be responsible for damage or loss to possessions or items placed upon or left at Premises by Mobile Vendor. Spokane County and SpVJSA shall not be responsible for any damaged sustained by or caused to Mobile Vendor's vehicles, equipment or property, whether or not such damage is caused by other vehicles, or people at Premises.

Mobile Vendor shall in addition keep in force worker's compensation or similar insurance to the extent required by law.

The commercial general liability policy required to be obtained by Mobile Vendor pursuant to this paragraph shall name SpVJSA and Spokane County as additional insureds, shall be primary and non-contributory. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom a claim is made. The

insurance policy or policies will not be cancelled, materially changed or altered without forty-five (45) days prior notice submitted to SpVJSA. As evidence of the insurance coverages required by this Agreement, Mobile Vendor shall furnish acceptable insurance certificates to SpVJSA at the time Mobile Vendor executes and returns this Agreement to SpVJSA, or at the discretion of SpVJSA, Mobile Vendor shall furnish acceptable insurance certificates to SpVJSA prior to the Event. The certificate shall specify all of the parties who are additionally insured and will include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to SpVJSA acceptance. If requested, complete copies of insurance policies shall be provided to SpVJSA. Mobile Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Should Mobile Vendor fail to carry or keep in force such insurance this Agreement will be immediately terminated by SpVJSA.

14. **Compliance with Laws.** Mobile Vendor shall comply with all laws, statutes, ordinances, rules and regulations of any applicable federal, state, county or municipal governmental authorities and agencies ("Laws") relating to the services to be provided under this Agreement and Mobile Vendor shall obtain, at its own cost and expense, all federal, state, county or municipal approvals, licenses, permits and certificates ("Permits") necessary for Mobile Vendor to fulfill its obligation hereunder. Mobile Vendor acknowledges that it is Mobile Vendor's sole responsibility to determine which, if any, Laws and/or Permits may apply to Mobile Vendor and the services contemplated hereunder and SpVJSA undertakes no responsibility or liability to Mobile Vendor in connection with such determination. In the event that SpVJSA notifies Mobile Vendor of any particular additional rules or regulations that may apply to Mobile Vendor's proposed use and that are not otherwise set forth in this Agreement, Mobile Vendor will comply fully with any such additional rules and regulations.

15. **Hazardous Substances.**

17.1 **Prohibition on Placement or Disposal.** Mobile Vendor shall not knowingly incorporate into, use or otherwise place or dispose of at Premises any toxic or hazardous materials or substances in concentrations or levels sufficient that by the then applicable U.S. Environmental Protection Agency ("EPA"), U.S. Occupational Safety and Health Administration ('OSHA') or other applicable governmental standards (including without limitation 29 CFR 1910 or CFR 1925) or other applicable governmental laws, rules and regulations cause the specific materials or substances so identified to be classified or identified as toxic or hazardous materials or substances (collectively "Hazardous Substances") except for such materials and substances that are (i) contained in Mobile Vendor's goods or office equipment or routinely used in office areas, or (ii) are for use in the ordinary course of business (i.e., as with office or cleaning supplies). SpVJSA shall not knowingly dispose of any Hazardous Substances at Premises and shall otherwise deal with all Hazardous Substances at Premises in a manner that will not materially and adversely affect Mobile Vendor's access, use or occupancy of Premises in accordance with all applicable governmental laws, rules and regulations. If either SpVJSA or

Mobile Vendor ever has knowledge of the presence of Hazardous Substances at Premises, which affect the same, the party having knowledge shall notify the other party thereof in writing promptly after obtaining such knowledge.

17.2 Mobile Vendor's Covenants to Remove. If Mobile Vendor or its employees, agents or contractors shall ever violate the provisions of paragraph 17.1 above (which apply to Mobile regarding Hazardous Substances), then Mobile Vendor shall clean-up, remove (or remediate, if applicable) and dispose of the Hazardous Substances causing the violation (the "Mobile Vendor Contamination"), in compliance with all applicable government standards, laws, rules and regulations and repair any damage to Premises caused by such work within such period of time as may be reasonable under the circumstances after written notice by SpVJSA, provided that such work shall commence not later than thirty (30) days after such notice and be diligently and continuously carried to completion by Mobile Vendor's designated contractors approved by SpVJSA. Mobile Vendor shall notify SpVJSA of its method, time and procedure for any clean-up of any Mobile Vendor Contamination under this provision, and SpVJSA shall have the right to require reasonable changes in such method, time or procedure. The clean-up of any Mobile Vendor Contamination as required herein shall be undertaken at Mobile Vendor's sole cost and expense, and Mobile Vendor shall indemnify and hold SpVJSA harmless from and against any and all claims, demands, damages, costs, expenses, losses, liens, liabilities, penalties, fines and lawsuits and any other proceedings arising directly or indirectly from or out of such Mobile Vendor Contamination or clean-up. In the event Mobile Vendor does not promptly clean-up any Mobile Vendor Contamination after all necessary investigation, assessment and government approvals have been obtained and Mobile Vendor fails to commence such clean-up within five (5) business days after receipt of written notice from SpVJSA stating SpVJSA's intention to perform the same at Mobile Vendor's expense, SpVJSA may undertake the clean-up on behalf of Mobile Vendor at Mobile Vendor's sole cost and expense.

16. Indemnification and Hold Harmless. Mobile Vendor shall indemnify and hold harmless SpVJSA and Spokane County from any and all claims and expenses for loss or liability made against SpVJSA and/or Spokane County by any person or entity for personal injury or property damage that results directly or indirectly from any act, incident or accident occurring in, upon or about Premises as a result of the acts, errors or omissions of Mobile Vendor and Mobile Vendor's employees, agents, suppliers, guest, invitees or customers, or arising in connection with the operations, use and occupancy of Premises by Mobile Vendor or Mobile Vendor's employees, agents, suppliers, guests, invitees and customers. Mobile Vendor further waives all claims against SpVJSA and/or Spokane County on the account of any loss, damage, or injury from whatever cause which may occur to it or its property in the use and occupancy of Premises, the delivery of this waiver being one of the considerations upon which this Agreement is accepted. This indemnification shall survive expiration or termination of this Agreement.

17. Holding Over. Upon the conclusion of the event the Mobile Vendor will remove all of its property and equipment from the Premises within twenty-four (24) hours. If the Mobile Vendor does not remove its property and equipment from Premises within twenty-four (24)

hours after the Event then SpVJSA may undertake the clean-up on behalf of Mobile Vendor at Mobile Vendor's sole cost and expense. If Mobile Vendor does not reclaim its property and equipment within thirty (30) days after the Event, SpVJSA may sell or dispose of the property and equipment and retain all proceeds.

18. **Taxes.** Mobile Vendor is solely responsible for the payment and remission of any and all taxes due relating to its operations. Mobile Vendor hereby saves and holds SpVJSA harmless in regard to any and all taxes related to Mobile Vendor's sales and use of Premises, including but not limited to, sales tax, use tax, personal property taxes, and leasehold taxes.

19. **Entire Agreement.** This Agreement represents the entire agreement among the Parties, and there is no agreement, either oral or in writing, which modifies the terms of this Agreement. This Agreement supersedes any prior oral or written agreements. No statement, promises, or inducements made by any Party to this Agreement or any agent of any Party that is not contained in this written Agreement shall be valid or binding. Any enlargement, modification or alteration of this Agreement is binding only if executed in writing and signed by the Parties.

20. **Authority.** Each of the individuals signing this Agreement specifically represents and warrants that they have authority to bind the Parties to this Agreement.

21. **Governing Law; Jurisdiction and Venue.** This Agreement is entered into in Spokane County, State of Washington and shall be construed and interpreted in accordance with its laws without regard to its conflict of law provisions. This Agreement and any dispute relating thereto is exclusively subject to the jurisdiction of the state and federal courts located in Spokane County, Washington.

22. **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

23. **Time is of the Essence.** Time is of the essence in the performance of all of the covenants, conditions, and agreements of this Agreement.

24. **Attorneys' Fees.** In the event this Agreement is placed with an attorney for collection of any sums due hereunder, SpVJSA shall be entitled to its attorneys' fees and costs incurred for such collection whether or not suit is initiated. In the event it is necessary for any Party hereto, or its authorized representative, successor or assign, to institute suit in connection with this Agreement or the breach thereof, the prevailing party in such suit or proceeding shall be entitled to reimbursement for its reasonable costs, out of pocket expenses, and attorneys' fees incurred, including costs, expenses and attorneys' fees incurred on appeal.

25. **Assignment and Delegation.** The Agreement may not be assigned or sublet to any other party by Mobile Vendor without the express written consent of SpVJSA which consent may be withheld in SpVJSA's sole and absolute discretion.

26. **Subcontracts.** Mobile Vendor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining written consent from SpVJSA which consent may be withheld in SpVJSA's sole and absolute discretion.

27. **Counterparts.** The Parties agree that this Agreement may be executed separately or independently in any number of counterparts, each of which together shall be deemed to have been executed simultaneously and all counterparts shall be deemed to constitute a single Agreement. Signature of a facsimile or Adobe © pdf copy of this Agreement, and transmission of a signature by facsimile or email, shall bind the signing party to the same degree as delivery of a signed original. At the request of any party, a party having delivered a signature by facsimile or email shall promptly deliver an original signature as well.

IN WITNESS, WHEREOF, the Parties executed this Agreement, inclusive of the **Indemnification and Hold Harmless** provision in paragraph 18, as of the date first above written.

SpVJSA:

Mobile Vendor:

Spokane Valley Junior Soccer Association

By: _____

By: _____

Its: _____

Its: _____