



## Vendor Agreement

This Vendor Agreement (hereinafter referred to as the "Agreement") is made and effective this \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as the "Customer") and THC Music Festival LLC (hereinafter referred to as the "Company").

Now, therefore, Customer and Company agree as follows:

1. Company agrees to provide customer with the following selected items:

				<b>Electricity</b>	<b>Fee</b>
<input type="checkbox"/>	10X10 Artist Booth:	\$150.00	Quantity: _____	<input type="checkbox"/>	+ \$15
<input type="checkbox"/>	10X10 Merchant Booth:	\$250.00	Quantity: _____	<input type="checkbox"/>	+ \$15
<input type="checkbox"/>	10X15 Food Vendor:	\$350.00	Quantity: _____	<input type="checkbox"/>	+ \$0

2. Customer agrees to remit payment in full upon signing, to: McGoon Productions LLC, P.O. Box 427, Alma, CO 80420
3. Deadline for completed vendor agreement and payment is August 1<sup>st</sup>, 2010.
4. In the event Customer fails to comply with one or more Critical Date(s), Company will have no obligation to supply the benefits or make available opportunities associated with such dates.
5. Either party may cancel contract by written notice to the other party. A full refund, less 25% of total price for processing fee, will be issued for written cancellations postmarked prior to July 30, 2010. No refunds will be issued after August 1, 2010 the date full payment is due.
6. Under no circumstance will Company be liable to Customer for any amount greater than the Vendor Fee paid by Customer. Customer will indemnify and hold harmless Company for any liability to any third party arising from use or distribution of material supplied by Customer in accordance with this contract.
7. Customer agrees to provide Company with proof of liability insurance and agrees to operate business at least between the hours of 11:00am and 6:00pm on Saturday, August 21<sup>st</sup>, 2010 and Sunday, August 22<sup>nd</sup>, 2010.
8. This contract constitutes the entire agreement between parties. This contract will be construed under Colorado law and all disputes will be exclusively resolved in courts in Colorado.
9. Company reserves the right to refuse a potential vendor for any reason including, but not limited to, questionable business practices, or those having a mission directly in conflict with Company's mission.

For proper placement of your booth, please tell us what exactly you sell:

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Please make checks payable to: **McGoon Productions LLC**

\_\_\_\_\_  
Vendor Name (as it should appear on ads)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail

Vendor (Customer):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

McGoon Productions LLC (Company):

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sales Representative