St. Lucie County Safety Festival Event Agreement

DLF Media Consultants
1597 SE Port Saint Lucie
Port Saint Lucie, FL 34952

Phone: 772.337-0049
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This St. Lucie County Safety Festival Event Agreement (this "Agreement") is made as of the ____ day of _____, 2019 between DLF Media Consultants and

Name of Vendor: _____ ("Vendor")

Address: _____

Contact: _____ Phone Number: _____

Email Address: _____

This Agreement is for the personal services of Vendor on the engagement described below. In consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the parties hereby agree as follows:

1. **Name and address of Place of Engagement**: First Data Field (Met's Stadium) Parking Lot
2. **Type of Vendor(s)**:_____
3. **Date of engagement**: Saturday April 25th, 2020 9am-2p
4. **Time of Set up**: 7a-9a
5. **Type of Engagement**: Community Safety Event
6. **Break Down Time**: 2p-4p
7. **Payment:** Non-Profits shall pay a booth fee of $50.00. Arts/Craft Vendors shall pay a booth fee of $100.00. Food Vendors shall pay a booth fee of $100.00 and must include a copy of their food license/permits. Business Vendors shall pay a booth fee of $100.00

Check should be made out to: **DLF Media Consultants**

Checks can be mailed to DLF Media Consultants

1597 SE Port Saint Lucie Blvd.
Port Saint Lucie, FL 34952

* Portion of Proceeds to benefit the Boys and Girls Club of SLC, and local non-profit organizations.

8. **Production and Technical Requirements.** Vendors are independent contractors and will supply all required equipment to be involved in this event. Vendor will have a 10x10 space to set up equipment (tent, tables, chairs). Any other equipment must be discussed and approved by DLF Media Consultants. Vendor shall be solely responsible for any contracted outside suppliers of equipment used by Vendor and shall assume all liability for said suppliers and equipment.

9. **Force Majeure:** This Agreement by both parties to perform their obligations herein is subject to proven detention by serious illness, accidents, or accidents to means of transportation, labor disputes or walkouts, acts of God, or any act of public authority, material breach of Contract by Purchaser, or any other condition beyond either party's control. In the event of such a re-scheduled date agreeable by both parties will be made and the event will go as planned. DLF Media Consultants will not be liable to fulfill the remainder of this Agreement nor perform or present any "make-up" date unless expressly agreed to by both

parties for a convenient future time. In case of inclement weather, a cancel order will be issued before 10:00 AM on the event day and this Agreement is then hereby voided unless rescheduled as per above agreement. If cancelled, no set up will be required.

10. **Independent Relationship:** DLF Media Consultants and Vendor acknowledge and agree that Vendor's relationship to DLF Media Consultants shall be that of an independent contractor, and that Vendor and its employees and/or other personnel, shall not be deemed to be an employee of DLF Media Consultants for any purpose whatsoever by reason of this Agreement. Vendor, for his/her/itself and Vendor's employees and other personnel agrees that neither Vendor nor its employees and/or other personnel will act in any manner which might cause a third party to consider Vendor and/or Vendor's employees and/or other personnel to be employees DLF Media Consultants. Vendor and vendor employees and/or other personnel shall not be entitled to any employee benefits or entitlements of any kind or nature, and DLF Media Consultants shall not be responsible for maintaining workers' compensation insurance or similar insurance for Vendor and/or employees and/or other personnel.

11. **Indemnification:** Vendor shall be responsible for and agrees to indemnify and hold harmless DLF Media Consultants and Tradition Field, St. Lucie Mets, New York Mets, and their affiliates, subsidiaries and their respective officers, directors, shareholders, members, managers, employees, and agents from and against all costs, claims, damages, expenses and/or losses of any nature, directly or indirectly arising out of or resulting from the performance of services by Vendor pursuant to this Agreement, which result in injuries to persons or property.

12. **Governing Law; Venue:** The parties hereto further agree that this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of Florida without giving effect to the principles of laws thereof. Vendor hereby expressly agrees that any action or proceeding arising out of or relating to this Agreement may be commenced in the state and federal courts of St. Lucie County, Florida and Vendor agrees that a summons and complaint commencing an action or proceeding in such courts shall be properly served and shall confer personal jurisdiction if served personally or if served by certified mail to Vendor at vendor's address set forth in this Agreement. Client hereby waives any claim that St. Lucie County, Florida is an inconvenient forum and any claim that any action or proceeding arising out of or relating to this Agreement and commenced in the aforementioned courts lacks proper venue.

13. **Severability:** If any provision of this Agreement is ruled to be unenforceable by any court of competent jurisdiction, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be effected thereby and that in lieu of such unenforceable provision there shall be added as a part of this agreement an enforceable provision which shall be as similar in terms, to the enforceable provision as may be possible.

14. **Disputes Resolution:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its (applicable) rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. **Attorney's Fees:** Attorney fees will be paid by each party respectfully. DLF Media Consultants, Tradition Field, St. Lucie Mets, New York Mets and its affiliates, subsidiaries and their respective officers, directors, shareholders, members, managers, employees, and agents will not pay for attorney fees or expenses of Vendor.

16. **Release of Name(s):** Vendor(s) hereby release and permit the use of their name(s) in all media outlets - i.e. Press Releases, Fliers, Radio, Television ads, Websites, Social Media, and all print.

17. It is expressly agreed and understood that the Vendor and its employees shall not be deemed employees or servants of DLF Media Consultants for any purpose, nor shall they be entitled to any fringe benefits, workers' compensation, disability, unemployment, or any other benefits or rights normally afforded to employees of DLF Media Consultants.

In witness whereof, with the intent to be legally bound hereby, the parties have executed this Agreement on the respective dates show by their signatures.

Vendor: (Authorized Representative)

Printed Name _____ Date: _____

Signature: _____ Federal I.D _____

Address_____