



VENDOR APPLICATION FOR MARKETPLACE

The Parr Center at Central Piedmont Community College
1201 Elizabeth Avenue, Charlotte, NC 28204
Saturday, July 23, 2022, 10 a.m. – 5 p.m.

FabFest Marketplace Vendor details:

- Tables are assigned on a first come, first served basis
- Tosco Music offers no guarantee for sales
- Confirmation will be sent by e-mail when deposit is received

Please indicate how many tables you would like to reserve:

____ 6' x 2.5' tables (\$100 for the first table, \$50 for each additional table)

Mail application, signed Vendor Agreement, and check payable to Tosco Music to: **Tosco Music, 4953 Albemarle Road, Charlotte, NC 28205**

PLEASE PRINT CLEARLY

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

E-mail _____

How would you like your vendor name to appear in promotion?

Do you need electricity? Yes _____ No _____

Please describe your items for sale in the space below:

Please e-mail one or more photographs of your merchandise to FabFest@toscomusic.org



FabFest Vendor Agreement

Tosco Music Parties, Inc. ("**Tosco**") and _____ ("**Vendor**") agree that this agreement and the attached application (the "**Agreement**") shall be the valid and binding between the parties, as follows:

Tosco agrees to provide Vendor an area within the Festival hall for Vendor to have a booth, the size of which is to be determined by the parties. Vendor is responsible for erecting any temporary wall, screenings or displays for its booth.

Vendor agrees to exhibit, sell memorabilia and/or perform, and Tosco agrees to allow Vendor to exhibit, sell memorabilia and/or perform, at the Festival.

Vendor may sell and distribute printed advertising, samples, souvenirs and related memorabilia, and may perform music and display artwork, at Vendor's booth only; provided that all distributed, performance and/or displayed materials ("**Vendor Materials**") shall be subject to the approval of Tosco, in its sole discretion.

Vendor represents and warrants that it has obtained all necessary licenses and permissions to exhibit, sell, perform and/or display any Vendor Materials, and that such exhibition, sale, performance or display does not infringe the copyright, trademark, right of publicity or any other intellectual property right of any third party. Vendor agrees to defend, indemnify and hold Tosco and its employees, agents, representatives, independent contractors and affiliates, harmless against any and all claims, causes of action, damages, liabilities and expenses, including attorney fees and costs, arising out of or relating to Vendor's activities in connection with the Festival or breach of any representation or warranty contained herein.

Tosco and its employees, agents, representatives, independent contractors and affiliates, shall not be liable for any claims, causes of action, damages, liabilities or expenses, including attorney fees and costs, arising out of an injury, loss or damage to the person or property of Vendor, its employees, agents, representatives, independent contractors or affiliates, except to the extent arising out of the gross negligence of Tosco. Under no circumstances shall Tosco be liable for consequential, indirect, special or punitive damages of any kind in connection with its activities or omissions under this Agreement regardless of whether such damages were foreseeable.

Vendor shall provide and maintain in effect adequate workers' compensation and employee liability insurance (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of Tosco in such amounts acceptable to Tosco, and evidence of such insurance shall be provided to Tosco promptly upon its request.

Vendor shall pay all sales or other taxes, fees and assessments required by any applicable federal, state or local law in connection with Vendor's participation in the Festival. Vendor shall defend, indemnify, and hold Tosco harmless for any taxes (including fees and penalties, if any) required to be paid by Vendor in connection with Vendor's activities under this Agreement. Vendor shall provide Tosco with all requested documentation to evidence Vendor's compliance with tax laws and rules.



If for any reason the Festival is cancelled or rescheduled, Vendor's sole remedy shall be the recovery of the fees paid to Tosco pursuant to this Agreement (on a pro-rata basis if only a portion of the Festival is cancelled). Tosco reserves the right in its sole discretion to refuse participation or to limit the size or number of booths for any reason, provided Tosco shall return all or a pro-rata portion of fees paid by Vendor.

If for any reason Vendor is unable to exhibit, sell memorabilia and/or perform at the Festival Vendor shall forfeit all advance payments required under this Agreement. All monies and deposits are non-refundable.

This Agreement, together with any exhibits or attachments, constitutes that parties' Agreement with respect to the Festival, and supersedes all prior statements or agreements, whether written or oral. No representations or understandings of any kind have been made or entered into other than set forth herein. This Agreement does not create a joint venture or partnership between the parties, nor shall it be interpreted as creating a joint venture or partnership. This Agreement shall be governed by the laws of the State of North Carolina. This Agreement shall be deemed to be entered into and performed in Mecklenburg County, where the principal office of Tosco is located. The sole and exclusive jurisdiction for any claims actions or proceedings arising out of this Agreement shall be in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

VENDOR CONSENT AND AGREEMENT:

I, _____ (print name), have read and understand this Agreement which expresses the complete understanding of the parties. I represent and warrant that, in the event Vendor is a legal entity, I have the full and legal right and authority to execute this Agreement on behalf of Vendor and bind Vendor to its terms.

VENDOR:

By: _____ Date _____
(If entity, its _____)

TOSCO MUSIC PARTIES, INC.

By: John Tosco, Executive Director Date _____