## 62nd ANNUAL CHEROKEE NATIONAL HOLIDAY ARTS AND CRAFTS SALES AGREEMENT COMPLEX AREA

This Agreement is made and entered into this	day of	, 2014, by and between the Cherokee
Nation, P.O. Box 948, Tahlequah, Oklahoma 74465 (hereinafter	r referred to as the "NATION"), and	
NAME:		
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ADDRESS:		
CITY, STATE, ZIP:	TELEPHONE:	
TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER:		

(hereinafter referred to as the "VENDOR").

WHEREAS, the NATION has Arts and Crafts sites available for rental west of the Cherokee Nation Marshal Services building during the 62nd Annual Cherokee National Holiday (hereinafter referred to as the "Complex Area"), and

WHEREAS, the VENDOR wishes to enter into an agreement with the NATION to rent an Arts and Crafts site and agrees to remain on site for the times herein specified, and

NOW, THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions contained herein, the parties mutually promise to the other, agree, and understand as follows, to wit:

## **GENERAL CONDITIONS**

1. The VENDOR agrees to abide by the times and dates indicated below for set up and sales, and agrees to sell no items before the NATION has conducted an inspection of each site.

	DATES	TIMES
Set-up Period for tables only	August 29, 2014	Anytime before 4:00 p.m.
Arts and Crafts Sales	August 29, 2014	4:30 p.m. to 11:00 p.m.
Arts and Crafts Sales	August 30, 2014	11:00 a.m. to 11:00 p.m.
Arts and Crafts Sales	August 31, 2014	11:00 a.m. to 6:00 p.m.

2. The VENDOR shall pay a booth fee in the amount of \$75.00 for Cherokee Tribal members, \$100.00 for other Tribal members, \$140.00 Non-Tribal Members, and \$390.00 Commercial, payable by cashiers check or money order (NO PERSONAL CHECKS WILL BE ACCEPTED), for booth site(s) as specified herein. No booth sites will be reserved without advance payment. Booth sites measure approximately 10 feet wide and approximately 10 feet long, and are reserved on a first come, first served basis. Refunds for cancellation shall be granted in accordance with Section 17, herein.

## **BOOTH FEES: (Please specify by checking appropriate amount.)**

Please Check One	Membership	# of sites requested	Fee	Total
	Cherokee Tribal Member (non-commercial arts & crafts)		\$75.00	
	Other Tribal Member (non-commercial arts & crafts)		\$100.00	
	Non-Tribal Member (non-commercial arts & crafts)		\$140.00	
	All Commercial Arts & Crafts		\$390.00	

- The VENDOR shall submit the following documents, along with a signed original of this Agreement, on or before August 15, 2014:
  - a. Payment of booth fee, as set forth in Section 2, above;
  - b. Proof of degree of Indian blood and/or membership in a federally recognized tribe, i.e., a copy of his/her Certificate Degree of Indian Blood (CDIB) card or other tribal membership card/certificate;
  - c. A copy of a photo identification card;
  - d. A list of the primary Arts and Crafts items to be sold during the term of this Agreement, said items subject to approval by the Cherokee National Holiday Committee.

## PLEASE RETURN ALL NECESSARY DOCUMENTS ON OR BEFORE AUGUST 15, 2014 TO:

Cherokee Nation
Attention: Jolinda K, Ballou
Holiday West of Complex Arts and Crafts Sales
P.O. Box 948
Tahlequah, OK 74465-0948

- 4. The VENDOR shall use only the site(s) assigned by the NATION and shall not change or trade sites once sites are assigned.
- 5. The VENDOR hereby agrees to enter into a separate agreement for any other booth site at any location other than that specified in this Agreement.

- 6. The VENDOR shall not offer for sale any items bearing the following: a) the Cherokee Nation Seal or Logo; b) the 62nd Annual Cherokee National Holiday Logo; or c) any other items representative of the 62nd Annual Cherokee National Holiday theme, without prior written approval of the NATION.
- 7. The VENDOR shall not serve/sell food, beverages, or water in his/her assigned booth site(s).
- 8. The VENDOR shall not sell, dispense, or consume any form of illegal drugs or alcoholic beverages during any Cherokee National Holiday related events.
- 9. The VENDOR shall furnish all necessary transportation and all appropriate equipment, tools, and supplies, such as tables, chairs, etc., necessary for operation and agrees to remove all equipment, inventory, and personal property no later than 9:00 p.m. on August 31, 2014.
- 10. The VENDOR shall be responsible for payment of all required taxes to local, state, and federal authorities and shall keep such records of transactions as may be required by such authorities.
- 11. The VENDOR shall be responsible for the clean up of his/her assigned site(s), including bagging and tying all trash bags and delivering the bagged trash to designated trash pick up locations.
- 12. The VENDOR shall not damage, cut, or drive nails or any other foreign object into any trees nor damage or deface any property on Cherokee Nation premises.
- 13. The VENDOR agrees that entry into any of the Cherokee National Holiday events constitutes consent for the Cherokee National Holiday Office to use any film, photographs, video or reproduction of image and/or voice bearer for any purpose whatsoever without any payment to the bearer.
- 14. The NATION shall provide a reasonable site or sites for the VENDOR'S use for Arts and Crafts Sales.
- 15. The NATION reserves the right to sell water. No VENDOR shall be permitted to provide this item.
- 16. The NATION and the VENDOR hereby agree the services specified in this Agreement may not be transferred, delegated, or assigned.
- 17. This Agreement may not be terminated prior to its normal conclusion, except as provided in this section. The NATION may terminate this Agreement without notice and forthwith remove the VENDOR from Cherokee Nation premises for selling MASS-PRODUCED or OTHER UNAUTHORIZED ITEMS, failure to sell from assigned site(s), or breach of any part of this Agreement, including without limitations, failure to timely pay the booth fee set forth herein. No refunds shall be given to the VENDOR should this Agreement be terminated or should the VENDOR be removed from the premises for any reason including rain, except that the VENDOR shall receive a refund of the booth site fee in the event the Cherokee National Holiday is formally canceled by the NATION. The VENDOR may terminate or cancel this agreement three (3) weeks prior to the date of Holiday event sales in order to receive a refund; otherwise this agreement may not be terminated or canceled prior to its normal conclusion, without the prior written consent of the NATION.
- 18. The parties hereto stipulate and agree that, under this Agreement, the VENDOR is not acting as an agent, employee, representative, partner, nor joint venturer of the NATION, but shall at all times and for all purposes have the status of independent contractor. The NATION shall not control the manner or methods by which the VENDOR performs Arts and Crafts Sales, except as expressly provided for herein.
- 19. The VENDOR assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to his/her own person or damage to the VENDOR'S displays, equipment, or other property and agrees to indemnify, defend, and hold harmless the NATION and its employees, event coordinators, guests, and participants against all claims or expenses for such losses, arising out of the performance of this Agreement.

VENDOR:		
Authorized Signature	Date	
Please type or print name		
CHEROKEE NATION:		
Jolinda K, Ballou, Arts and Crafts Coordinator, Complex Area 62nd Annual Cherokee National Holiday	Date	
Group Leader, Anna Knight	 Date	

20. No refund will be issued due to inclement weather.

Commerce Department