

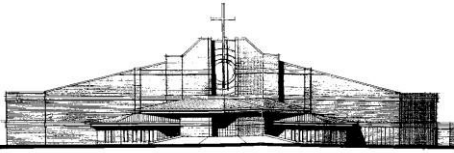


Rock the Plank (hereinafter referred to as RTP) and _____ (hereinafter referred to as vendor) agree to adhere to the terms of this proposal, that when fully executed by both parties will become a formal contract. This contract is for vendor participation at the 2017 Rock the Plank music concert to be held on August 5, 2017.

The parties to this vendor contract agree to the following terms and conditions:

Section I: Cost of participation and Rules

1. The contract cost of concert participation is a non-refundable fee as listed below:
 - a. \$200 non-food “booth” (retail)
 - b. 10% Gross sales- food booth
2. Contracts, price lists, and payments must be submitted by **Friday, July 14, 2017 at 5pm. NO EXCEPTIONS.**
3. All payments should be made out and sent to: **St. Peter Lutheran Church and School**, Attn. Rock the Plank, 17051 24 Mile Rd., Macomb, MI 48042
4. **Vendors** – Upon full payment and compliance to rental agreement, RTP will provide items in paragraphs 5 and 6.
5. **Marketing Booth**- Non-food vendor will consist of an assigned 6’ table underneath a large tent provided by RTP.
6. **Tables and Chairs**- All vendors will be assigned to (1) 6-foot table and provided (2) chairs. Coordinator will inform all vendors of their location/table assignment on property.
7. **Electricity and Water** – provided by vendor NOT RTP.
8. **Insurance** - A Certificate of Insurance demonstrating that you have liability of at least \$1 Million and must include SPLCS and LHN as additional insured must be submitted with contract or a signed Hold Harmless Agreement that we will provide. The vendor hereby agrees to indemnify and render harmless SPLCS and LHN against any and all claims arising from the vendor’s participation at RTP.
9. **Certification** - Food vendors must obtain certification from the Macomb County Health Department and are required to adhere to the policies and rules set forth by said Department.
10. **Equipment** - Provide all supplies relating to the food vendor’s sale of food, including ice, refrigeration, and cooking equipment. Responsible for the operation of all equipment (stoves, refrigerators, etc.) and will not hold SPLCS liable for any failure in operation of equipment.
11. **Price List** - Food vendors must complete a Price List document and submit with completed application by **Friday, July 14, 2017 at 5pm**. This is a list of the selling price of items to be sold at the event. Prices are subject to change depending on RTP approval. Once selling price list has been approved, no changes can be made.
12. **Alcoholic Beverages** - Vendors and staff are prohibited from selling, distributing or consuming any alcoholic beverages at any time while on the site. Failure to comply will result in the automatic closure for the vendor’s booth and forfeiture of any fees and deposit paid.
13. **Trash** – Vendors are responsible for their own booth. Each Vendor shall maintain their booth in a clean and orderly manner and are responsible for placing trash in dumpsters available on site
14. **Safety** - Food vendors shall be required to have on the premises (2) ABC fire extinguishers (standard size). Failure to have this item will delay the opening of the vendor booth. This is a requirement of the fire department.
15. **Policy** - This is a family event. No pornographic or offensive music, merchandise, drugs, inappropriate behavior or language will be allowed. The vendor shall comply with any additional rules and regulations set forth by SPLCS prior to and during the event.
16. **Set up/Tear Down** - Vendors may set up no earlier than 2:30 pm on Saturday, August 5th. Vendors must have their assigned area clean and vacated by 11pm Saturday, August 5th.
17. **Cancellation Policy** – Vendor acknowledges and agrees that the event may be cancelled for any reason and agrees to assume all risk and liability with respect to Vendor and any costs it incurs in anticipation of the event. Vendor shall not be entitled to a refund of any portion of the contract price, deposit, or any other fees for any reason. Vendor waives any and all claims for damages, including but not limited to lost profits or for reimbursement of expenses as a result of any cancellation of the event for any reason.



St. Peter Lutheran Church and School

17051 24 Mile Road
Macomb, MI 48042

Church (586) 781-3434 * Fax (586) 781-6564
School (586) 781-9296 * Fax (586) 781-9726

www.splcs.com

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

This agreement is between

St. Peter Lutheran Church and School

Macomb, Michigan

and

To the fullest extent permitted by law _____ (Vendor) agree to defend, pay on behalf of, indemnify, and hold harmless St. Peter Lutheran Church and School, its appointed officials, employees and volunteers, and others working on behalf of the St. Peter Lutheran Church and School against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the St. Peter Lutheran Church and School, by reason of personal injury, including bodily injury or death and/or property damage, including loss thereof, which arises out of or is in any way associated with this contract.

I _____, agree to abide by all laws, ordinances and regulations in effect by any government unit with appropriate jurisdiction.

Date of Event: August 5, 2017

Name of Event: Rock the Plank

Signed by: _____ Date: ____/____/____
_____, Vendor

Witnessed: _____ Date: ____/____/____

Rev. Mark T. Wuggazer
Interim Senior Pastor

Bo Chapman
Director of Student Ministries

Timothy D. Leinberger
Principal

Robert M. Hoch
Assistant Principal

Diane L. Hernden
Business Manager

Charlene D. Hohnstadt
Preschool Director

*Our mission at St. Peter
is to glorify God by
making and growing disciples
of Jesus Christ who ...*

- **Worship God**
- **Know Him and learn His ways**
- **Live as Christians in our callings**
- **Witness in our places of influence**