

CHEROKEE NATIONAL HISTORICAL SOCIETY, INC.

Cherokee National Holiday

ARTS AND CRAFTS SALES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2018, by and between the Cherokee National Historical Society, Inc., P.O. Box 515, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "SOCIETY"), and

(Please print or type name, address, and telephone number.)

NAME / BUSINESS: _____

CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: () _____

EMAIL: _____

(hereinafter referred to as the "VENDOR").

WHEREAS, the SOCIETY has Arts and Crafts sites available for rental at the Cherokee Heritage Grounds during the 66th Annual Cherokee National Holiday, and

WHEREAS, the VENDOR wishes to enter into an agreement with the SOCIETY to rent an Arts and Crafts site.

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 no items shall be sold prior to the SOCIETY conducting inspections of each site.

	Dates	Hours
Set up allowed	Thursday, August 30, 2018	8 AM – 4 PM
Concession sales	Friday, August 31, 2018	9 AM – 5 PM
Concession sales	Saturday, September 1, 2018	9 AM – 5 PM
Concession sales	Sunday, September 2, 2018	9 AM – 5 PM

- 2. The VENDOR must pay in advance a booth fee in the amount of:

Federally Recognized Tribal citizen:	\$85.00	
Cherokee Nation:	\$70.00	
United Keetoowah Band of Cherokee Indians		\$70.00
Eastern Band of Cherokee Indians	\$70.00	

Payment must be in the form of cash, cashier’s check, or money order (NO PERSONAL CHECKS ACCEPTED AFTER AUGUST 24th), for booth site(s) as specified herein. No booth site will be reserved without advance payment. Booth sites measure at least ten feet by ten feet (10’ x 10’); a ten foot by ten foot space will be considered one booth. However, some booths may have considerably more depth available, but is not guaranteed. Vendors wishing to erect a larger tent should consider renting multiple spaces. If the vendor desires another location at the time of set up, a Twenty-five Dollar (\$25.00) relocation fee may be charged, if the original site was sufficient to host a 10’ x 10’ tent. No refunds or cancellations after **5:00 p.m., Friday, August 24, 2018.**

BOOTH SPACE REQUEST: # _____ # _____ # _____ # _____ # _____
(Please note that if any of your five choices cannot be fulfilled, we will place you at our discretion.)

These Items may best be described as:

_____ handmade/designed by operators _____ Commercial _____ Mixed

Description: _____

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3. The VENDOR shall return to the SOCIETY, the signed original of this Agreement.

Cherokee National Historical Society, Inc.
Attention: Cherokee National Holiday
Holiday Arts and Crafts Sales Agreement
P.O. Box 515
Tahlequah, OK 74465

4. The VENDOR shall use only the site(s) assigned by the SOCIETY and shall not change or trade sites once sites are assigned. It is further understood that the site(s) are in a wooded area and may inhibit or prevent the erection of tents or other shelters, in such cases the SOCIETY will attempt to relocate the booth to a mutually agreeable location. **No site shall be occupied until checked in by a SOCIETY representative. No check-in is allowed after 4:00 p.m. on Thursday, August 30, 2018.**
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 hereby certifies that all items for sale will be **NATIVE AMERICAN EMPHASIS HAND-CRAFTED GOODS**. The VENDOR shall not offer for sale any items which are mass-produced or commercially crafted unless contracted as commercial vendor in his/her designed booth site. Ceramics and/or crocheted items shall be considered handmade.
7. The VENDOR shall not offer for sale any items bearing the following: a) the 66th Annual Cherokee National Holiday Logo; or b) any other items representative of the 66th Annual Cherokee National Holiday theme, without prior written approval of the SOCIETY. The VENDOR will not sell any guns, knives, or other weapons, whether toy or real; nor any live animals; or conduct any game of chance. Political booths are prohibited. All activities must comply with the laws of the State of Oklahoma.
8. The VENDOR shall not serve food, beverages, or water in his/her assigned booth site(s). This does not include peanut brittle, jellies, jerky, or similar goods. However, any booth selling such items MUST present a food handler's permit and certification (effective for the dates of the event) that these foods were prepared in a licensed kitchen. This documentation must be included with the application. No on-site preparation is allowed. The SOCIETY reserves the right to require the removal of any item that may present a conflict with the food vendors.
9. The VENDOR shall not use the SOCIETY'S electrical outlets. Portable generators will not be allowed under any circumstances. Any music or other sound should be played at a low volume that does not interfere with other vendors. We reserve the right to ask a vendor to stop playing music if it becomes an issue with other vendors. Power amps are not allowed.
10. The VENDOR hereby agrees that no sale, dispensing, or consumption of any form of illegal drugs or alcoholic beverages be allowed on the grounds of the Heritage Center during any Cherokee National Holiday related event.
11. The VENDOR shall furnish all necessary transportation and all appropriate equipment, tools, and supplies, such as display tables, chairs, etc., necessary for operation and agrees to remove all equipment, inventory, and personal property no later than 7:00 p.m. on September 2, 2018. **RV's, trailers, dual wheeled, dual axle vehicles, or other vehicle in excess of normal automobiles and light utility vehicles (conversion vans, pick-ups) must be parked in a designated area at the theater parking area. Overnight tent camping is allowed if the tent is erected after 8:00 p.m. and struck before 8:00 a.m.**
12. 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 and shall keep such records of transactions as may be required by such authorities.
13. 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.
14. The VENDOR shall not damage, cut, or drive nails or any other foreign object into any trees nor damage or deface any property on Heritage Center premises.
15. The SOCIETY shall not be responsible for accidents or injuries, nor for any damage or theft of property belonging to the VENDOR.

16. The SOCIETY and the VENDOR hereby agree the services specified in this Agreement may not be transferred, delegated, or assigned. "Booth sharing" is not allowed.
17. The VENDOR is permitted to provide face painting in their booth but **ONLY IF** the vendor has provided a monetary transaction to obtain the booth.
18. This Agreement may not be terminated prior to its normal conclusion, except as provided in this section. The SOCIETY may terminate this Agreement without notice and forthwith remove the VENDOR from the Heritage Center 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
- 19 VENDOR shall receive a refund of the booth site fee in the event the Cherokee National Holiday is formally canceled by the SOCIETY. The VENDOR may terminate or cancel this agreement one (1) week prior to the date of concession 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 SOCIETY
20. The parties hereto stipulate and agree that, under this Agreement, the VENDOR is not acting as an agent, employee, representative, partner, nor joint venture of the SOCIETY, but shall at all times and for all purposes have the status of independent contractor. The SOCIETY shall not control the manner or methods by which the VENDOR performs Arts and Crafts Sales, except as expressly provided for herein.
21. 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 SOCIETY and its employees, event coordinators, guests, and participants against all claims or expenses for such losses, arising out of the performance of this Agreement.
22. No refund will be issued due to inclement weather.

****CONTRACT DISCLAIMER: This contract is subject to change. Any guideline changes made after the ARTS AND CRAFT SALES AGREEMENT is received, a notification will be provided to the address stated on this contract.****

Please read and initial each of the following statements:

- _____ I am a member of a federally recognized Indian tribe. ***A copy of my tribal membership card is enclosed.***
- _____ I agree to give the Cherokee National Historical Society, Inc. permission to provide my contact information to interested parties.
- _____ I understand that anything sold in my booth is an authentic American Indian product. In the event that the merchandise does not belong to me, I am prepared to provide documented proof that it is an authentic American Indian made product. I also understand that failure to comply with this provision will be breach of contract. Any monies received prior to breach of contract will not be refunded.

*****The CNHS defines authentic American Indian products as materials made by a member/citizen of a federally recognized tribe. This does not apply to pre-approved commercial produced booths.*****

VENDOR:

Authorized Signature

Date

Please type or print name

CHEROKEE NATIONAL HISTORICAL SOCIETY, INC:

Authorized Signature

Date

For Office Use Only:

Payment received: \$ _____ Cash Cashier's Check Money Order

Assigned to Booth # _____

Received by: _____

Date: _____