



Mocha Moms Inc.

~ Contra Costa County - West ~

NATIONAL MOM'S NITE OUT MARKETPLACE VENDOR REQUEST FORM

National Moms Nite Out
Thursday, May 9, 2019 ~ 6:00pm-9:00pm
Riggers Loft Wine Company, 1325 Canal Boulevard, Richmond, CA 94804

National Moms Nite Out!® is an event filled with giveaways, entertainment, and a marketplace geared towards ALL mothers and caregivers. Participating as a vendor is an excellent opportunity to build your contact list, sell products, and connect with local moms!

Are you interested in participating as a Marketplace Vendor at the 2019 National Moms Night Out? Please fill out the registration form below and someone will get in contact with you to confirm your registration.

CONTACT NAME _____

BUSINESS NAME _____

BUSINESS ADDRESS _____ CITY _____

STATE _____ ZIP CODE _____ PHONE # (____) _____

EMAIL _____ WEBSITE _____

WHAT TYPE OF BUSINESS DO YOU HAVE? _____ RETAIL (sell products) _____ SERVICES

3-5 LINE BUSINESS DESCRIPTION (to be used on the website):

NUMBER OF PARTICIPANTS ATTENDING FROM YOUR ORGANIZATION: _____

DO YOU NEED ELECTRICITY? _____ YES _____ NO

WOULD YOU LIKE TO PROVIDE AN ITEM TO BE INCLUDED IN OUR RAFFLE? _____ YES _____ NO

DESCRIPTION OF RAFFLE ITEM: _____

DO YOU NEED A RECEIPT FOR YOUR TAX DEDUCTIBLE DONATION? _____ YES _____ NO

Mocha Moms Inc. is a 501(c)3 non-profit organization so your time and services may be tax deductible.

PLEASE DESCRIBE YOUR PROMOTIONAL DISCOUNT OR SPECIAL OFFER (IF AVAILABLE):

SPECIAL REQUESTS (We will try our best to accommodate special requests, but they are not guaranteed)

NATIONAL MOMS NITE OUT MARKETPLACE VENDOR CONTRACT

1. RULES & REGULATIONS - The following rules and regulations are part of the Vendor's contract and each Vendor shall be bound by such rules and regulations set forth herein and by any such amendments or additional rules and regulations which may be established by The Mocha Moms of Contra Costa County – West, herein referred to as "Host", and Riggers Loft Wine Company herein referred to as "Facility".

2. EXHIBITS - The Event Host reserves the right to determine the eligibility of any company or product for inclusion in exhibition space and may reject its inclusion at its sole discretion. Lotteries, drawings, guessing games or prize contests of any kind sponsored by individual Vendors are subject to Host approval and scheduling. Display material must be confined to the individual Vendors own booth area. No placard, stickers, or other signs relating to non-paid exhibiting firms will be allowed in individual exhibits or anywhere else in the show. No horns, bells, alarms, or flashing lights will be permitted to be operated. No amplifiers, television receivers or loudspeakers may be operated in the individual exhibits except with the signed approval of Event Host. No advertising or printed material, which in the Host's opinion is undignified or otherwise objectionable, shall be distributed.

Vendors have the right to distribute brochures and other printed matter approved by Host, only from the space occupied by them and in no other way. The Vendor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with these "Rules and Regulations" and any other rules communicated by Host to the Vendor. Host reserves the right to reject, eject, or prohibit any exhibit in whole or part, or the Vendor or his representative, with or without giving cause. If the Vendor is ejected by Host, there shall be no return of any amount paid by the Vendor.

3. PAYMENT OF SPACE - No exhibit will be permitted to be placed in the Facility until full payment has been made.

4. SUBLETTING OF SPACE - No Vendor shall assign or sublet the whole or part of the space allotted, or exhibit therein, any programs or services other than those specified in the contract for exhibit space unless such is preapproved in writing by Host.

5. SALE OF MERCHANDISE - Merchandise sales must comply with all local, state, federal laws and regulations. In addition, you must be in compliance with all alcohol laws as they apply and the rules and regulations of the Facility itself.

6. LIMITATION OF LIABILITY - The Vendor agrees to hold the Host and the Facility, harmless and blameless and will make no claim for any reason whatsoever, including negligence, against Host, its officers, agents, employees, or the lessors or owners of the Facility for loss, theft, damage or destruction of property, nor for any injury to it or its employees, agents, or invitees while in the Facility.

7. CARE AND STAFFING OF EXHIBITS - All coverings of exhibits must be removed and Vendor staff must be on duty no later than one-half (1/2) hour PRIOR to the published opening hours of the event. Conversely, Vendor staff MUST remain at the booth until closing. Actual full-time occupancy or staffing of exhibit space by Vendor personnel is mandatory. Vendors failing to comply with this requirement shall forfeit their rights to said space as well as any and all monies paid. In addition, Host may use said space in such manner as it may deem in the best interest of the event. Host may also, at the direct expense of any negligent Vendor, employ persons to staff any unstaffed exhibit. We recommend that two people be available to staff booths for meals, breaks, etc. No more than two staff may occupy a single booth at a time.

8. DEFAULT IN OCCUPANCY - Any Vendor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. If not occupied, such space may be possessed by Host for such purposes as it may see fit, in which case, the Vendor shall pay full rental for such space. Failure of enforcement of any provision hereof by Host shall not be deemed as a waiver with respect to such provision after demand by Host for strict performance of this agreement.

9. COMPLIANCE WITH LAWS - Vendors shall not engage in any display, publication, performance, or other activity which is in conflict with any applicable law, regulation, rule or ordinance, nor shall Vendor, or its representatives or employees, engage in any lewd display, publication or performance. Vendor will be responsible for obtaining all necessary

governmental permits and licenses. Vendor shall comply with any rules promulgated by the owners or manager of the event premises.

10. NO GUARANTEE OF ATTENDANCE - Host does not guarantee specific volumes or levels of attendance at the Event. Vendor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.

11. FIRE AND SAFETY LAWS - Vendors are responsible for complying with all Federal, State and City laws. Wiring must comply with fire department and underwriter's rules. Smoking in exhibits is forbidden. Crowding will be restricted. No Vendor shall bring into the facility any combustibles. All decorations must be flame proof, and an affidavit including such flame-proofing must be available for inspection by Fire Department Representatives if necessary.

12. TEAR DOWN - NO DISPLAYS ARE TO BE DISMANTLED PRIOR TO THE END OF THE SHOW. Any Vendor dismantling prior to the end of the show will be fined \$50.

13. LABOR - The Vendor must comply with union work rules where applicable and provide workmen's compensation coverage where applicable, all at its sole expense.

14. INSURANCE - Depending on your profession, proof of liability insurance and licensing may be required. Food service vendors will be required to show proof of insurance and any local licensing.

15. ATTENDANCE - The Host shall have sole control over attendance policies at all times.

16. RESCHEDULING OF EVENT POLICY - Host may reschedule an event, if an incident occurs that makes rescheduling necessary. If an event is rescheduled, all contracts and payments are binding to the rescheduled date. If the Exhibit is not held within five years of the original dates all Exhibit fees will be returned subject to Section 18 below.

17. CANCELLATION OF EXHIBIT SPACE - In the event of cancellation by the Vendor, no show or other fees will be refundable.

18. ACTS OF GOD, FIRE, STRIKES, TERRORISM, ETC. - In the event that any outside cause such as war, in or outside the United States of America, fires, strike, terrorism or Act of God such as: earthquakes, or other emergency prevents the Exhibit from being held, Host may retain such part of Vendor's rental as shall be required to compensate Host or the Facility for expenses incurred up to the time such contingency shall have occurred.

19. AMENDMENT TO RULES - Any and all matters or questions not specifically covered by the preceding Rules and Regulations shall be decided solely by Host. These Standards may be amended at any time by Host without notice and all amendments so made shall be binding on the Vendor.

20. ATTORNEY'S FEES AND COSTS - In the event of the use of an attorney by Host to enforce any part of the Contract, all costs, including reasonable attorney's fees will be paid by the Vendor.

21. USE OF EXHIBIT - Host may, at its discretion at any time, use photographs, videos, logos and testimonials of any Vendor for its own publicity use.

22. PRIZES AND GIVEAWAYS - All prizes and giveaways that have not been picked up at the Event become the property of the Host.

23. ENTIRE CONTRACT - This instrument contains the entire Contract between the parties relating to the subject matter hereof. The parties have made no contracts, representations or warranties, relating to the subject matter hereof which are not set forth herein. No modification of this Contract shall be valid unless made in writing and signed by the parties hereto.

24. CHOICE OF LAW - This contract shall be governed by and construed in accordance with the laws of the State of California.

25. MUTUAL NON-DISPARAGEMENT - The parties agree that they will represent each other's business in a positive light and not disparage or in any way communicate to any person (including, but not limited to, any customer, vendor, sponsor or news media) any negative information or opinion concerning the business of the other party or the Event. In the event of the violation of this provision, the other party shall be entitled to injunctive relief (including a cease and desist order) and equitable relief (including damages for defamation and/or tortious interference with business relationship).

26. ASSIGNMENT - The parties' rights and obligations under this Contract shall not be assignable without permission of the other party.

27. ARBITRATION - In the event of any dispute between or among any of the parties concerning the construction or interpretation of this Contract or the performance or breach of any party, the dispute shall be resolved by binding arbitration subject to the rules and procedures of the American Arbitration Association then pertaining, except as follows:

A. The situs of arbitration shall be in Contra Costa County, California;

B. There shall be three (3) arbitrators whose majority decision shall be final;

C. The arbitrators shall be bound to apply and follow the laws of the State of California as they exist by statute, court decision and otherwise and

D. The arbitrators shall not be empowered to award attorney's fees, costs and expenses of arbitration to any party. Arbitration shall commence by the written demand of any party, served upon the other party as notice is required to be served under this Contract.

28. NO THIRD PARTY RIGHTS - These Vendors Regulations govern the conduct of Vendors at the Event and are not to be construed as conferring any right or benefit upon any third party.

29. SAMPLING - All Vendors must comply with sampling and alcohol policies of the Facility at Vendors expense.

30. NO GUARANTEE OF AMOUNT OF EVENT BAGS THAT WILL BE GIVEN OUT - Host does not guarantee specific volumes or levels of the amount of event bags that will be given out at an event from anyone that purchases bag advertising. Show bag advertising purchasers shall not be entitled to any refund, in full or part, of any amounts paid based on the actual amount of show bags given out.

31. NO GUARANTEE OF SUCCESS - Host makes no express or implied warranty as to the success or profitability you will have from exhibiting, sponsoring or any other promotion you do at the event.

32. ACCEPTANCE - This document shall constitute a contract between the parties when accepted by the Vendor.

NATIONAL MOMS NITE OUT CONTRACT SIGNATURE PAGE

This Contract is entered into by and between the Mocha Moms of Contra Costa County - West, a non-profit organization ("First Party"), and _____, an individual or business ("Second Party"). The term of this agreement shall begin upon signature of the Second Party and end on Thursday, May 9, 2019 at 9:00pm.

This Contract may not be modified in any manner unless in writing and signed both Parties. This document and any attachments hereto constitute the entire agreement between the Parties. This Contract shall be binding upon the Parties, their successors, heirs and assigns and shall be enforced under the laws of the State of California.

I HAVE READ THE ABOVE AND I AM IN COMPLETE AGREEMENT WITH IT.

VENDOR SIGNATURE

DATE

Mail this signature page along with the registration form and payment to:
Mocha Moms of Contra Costa County – West, PO Box 5292, Richmond, CA 94805