

SPRING FESTIVAL 春节

A Mississippi Celebration of Chinese New Year

Family Fun ♦ Food ♦ Parade ♦ Free Children's Events ♦ Cultural Entertainment

Mississippi Museum of Art and Art Garden in Historic Downtown Jackson

10 a.m. to 3 p.m. Saturday, Feb. 17, 2018

Vendor and Mississippi Chinese Cultural Spring Festival Agreement

This Vendor and Spring Festival Agreement (hereinafter, "Agreement"), as of the date inscribed below, is made by and among the Undersigned Vendor, including its owners, sponsors, directors, officers, employees, volunteers, agents and guests (collectively hereinafter, "Vendor"), and Spring Festival 2018 and the Mississippi Chinese Association, including their officials, directors, officers, employees, volunteers, agents and sponsors (collectively hereinafter, "Festival"). The Vendor desires and agrees to display products and/or sell merchandise that is appropriate for children and family and/or sell foods that meet the regulations of Mississippi Department of Health at the Festival.

1. Vendor agrees to submit this signed agreement accompanied by payment of the required Vendor Fee to Festival in advance, and not later than January 17, 2018.
2. Vendor agrees to accept any and all liability directly related to or caused by Vendor, including, but not limited to, Vendor's merchandise/products, the sales taxes to be paid by Vendor to the MS Department of Revenue, and Vendor's personal property.
3. Vendor agrees to locate its "booth" in the designated space assigned by the Festival. Vendor agrees to use tables provided and set up by the Mississippi Museum of Art (MMA).
4. Vendor agrees to provide its own pop-up/free-standing canopy tent (10 X 10 maximum) if desired, and to provide its own table linens. The museum does not allow the use of uncovered tables on premises.
5. Vendor agrees to be completely set up by no later than 9:30 a.m.; and Vendor agrees to set up on designated concrete area. Vendor agrees that vehicles will remain in designated parking areas and will not be brought onto the art garden grounds (requirement of MS Museum of Art).
6. Vendor agrees not to dismantle its booth until 30 minutes after the Parade ends; and return its booth area to pre-Festival conditions. Vendor agrees not to sell or consume or distribute alcoholic beverages, drugs, illegal or prohibited substances at the Festival.
7. Vendor agrees not to sell or display inappropriate merchandise or products, including, but not limited to, items that are not appropriate for children and family, or are illegal, prohibited, offensive, dangerous, hazardous or do not meet the regulations of MS Department of Health. This is a family orientated/friendly Festival, so please keep children in mind.
8. Vendor agrees not to play music, broadcast, or use noise makers.
9. Vendor agrees that Festival will be held rain or shine and will only be cancelled under severe weather; however, in the event that the Festival is cancelled, **Vendor agrees that Vendor's Fee will be forfeited.** Festival will make all reasonable efforts to provide advance notice to the Vendors of any changes or cancellations.

- 10. Vendor agrees that Festival has the right to ask Vendor to leave the Festival for noncompliance of any type or nature under this Agreement.
- 11. Vendor is required to complete the attached “Liability Agreement, Indemnity & Release” (hereinafter, “Liability Agreement”) OR provide a certificate of insurance (subject to review and acceptance by Festival) naming the Chinese Cultural Spring Festival 2018, the Mississippi Chinese Association, the City of Jackson, MS and the Mississippi Museum of Art as additional insured.
- 12. Vendor is required to complete the below Vendor information and return this Agreement with the “Liability Agreement, Indemnity & Release”, along with a **check payable to the MS Chinese Association** for the Vendor Fee, by no later than January 17, 2018 to:
MS Chinese Association
1821 Linden Place
Jackson, MS 39202

For additional information, please call 601-259-4336 or email: springfestms@gmail.com. Visit us on Facebook at <https://www.facebook.com/springfestms>.

LIABILITY AGREEMENT, INDEMNITY & RELEASE: The Undersigned Vendor, including its owners, sponsors, directors, officers, employees, volunteers, agents and guests (collectively hereinafter, “Vendor”), hereby agrees in signing this Agreement and Liability Agreement that Vendor agrees to indemnify and hold harmless and defend with competent qualified legal counsel that is a member of the Mississippi Bar Association, (a) the Chinese Cultural Spring Festival and the Mississippi Chinese Association, including their officials, directors, officers, employees, volunteers, agents and sponsors (collectively hereinafter, “Festival”); and (b) the City of Jackson, MS and the Mississippi Museum of Art, including their officials, directors, board of directors, officers, employees, volunteers, agents and sponsors (collectively hereinafter, “City”) from and against any and all liabilities, claims, disputes, suits, damages, losses, judgements, penalties, premiums, contributions, fines and increased costs/expenses, including reasonable attorneys’ fees and other related costs/expenses arising out of causes/matters/actions or the willful conduct, error, omission or negligent act of the Vendor, its owners, sponsors, directors, officers, employees, volunteers, agents and guest. The Undersigned Vendor hereby agrees that this “Liability Agreement, Indemnity & Release” shall survive the termination of this “Vendor and Chinese Cultural Spring Festival Agreement”. The Undersigned person signed below hereby agrees that he/she has been duly authorized on behalf of the Vendor to enter into this Agreement and Liability Agreement on behalf of themselves or the company/business or organization they represent, and that they have read and understood and retained for themselves a signed copy of both the “Liability Agreement, Indemnity & Release” and the “Vendor and Chinese Cultural Spring Festival Agreement”, and further that Undersigned Vendor accepts and agrees to the terms and conditions as above written.

Undersigned: Vendor, including its owners, sponsors, directors, officers, employees, volunteers, agents and guests (collectively hereinafter, “Vendor”):

Vendor’s Name (please print): _____

Vendor’s Business Name (please print): _____

Address: _____

Phone 1: _____ Phone 2: _____ Email: _____

Number of tables (6-ft rectangular) requested: _____

Describe Food or Merchandise/Product: _____

Vendor Fee: ____ Members of MSCA pay no fee. Please attach copy of current membership card.

____ \$25.00 Asian Food or Merchandise

____ \$50.00 Non-Asian Food or Merchandise

Authorized Signature: _____ **Agreement Date:** _____

Print Name of Signer: _____ **Title:** _____