

**The Carolina Theatre of Durham, Inc  
Vendor Agreement**

This agreement dated \_\_\_\_\_ by and between the Carolina Theatre of Durham, Inc., at 309 W. Morgan Street, Durham, NC 27701 and

Name of Vendor:

Address/contact:

Hereinafter called (“Vendor”) for the sale of merchandise.

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**1. Name of Event: ESCAPISM FILM FESTIVAL**

**2. Date(s), Starting and Finishing Times of Engagement**

**Friday, October 17<sup>th</sup> through Sunday, October 19<sup>th</sup>** (times stipulated in section 3 of this agreement)

**MATERIALS/EQUIPMENT/PERCENTAGE**

1.
  - a. The Carolina Theatre of Durham, Inc. will supply one 8ft. X 2ft. table, clothed and skirted, plus two chairs for the duration of the event. These items are provided at no cost to the vendor.
  - b. The vendor will plan, organize and administer all sales of merchandise. The vendor also agrees to provide such items as cash banks, extension cords, pipe and drape, easels and any materials not listed in 1.A at its own expense.

**TECHNICAL ASSISTANCE**

2.
  - a. The vendor understands that it will be responsible for the load-in and load-out within the allowed access times listed below.
  - b. The Carolina Theatre of Durham, Inc. will not pay for technical or personnel costs associated with running the vendor's booth.
  - c. The vendor should be aware that The Carolina Theatre of Durham, Inc. will not be responsible for merchandise or materials left overnight on the premises of the building or pavement.

**ACCESS**

3. a. No unauthorized persons will be allowed in the Exhibit/Vendor areas. The exhibitors agree to set-up between the hours of 6-7 p.m. on Friday, October 17<sup>th</sup> and open their Vendor Area at 6:45 p.m., and close at 10:15 p.m. They will re-open at 12:00 p.m. on Saturday, October 18<sup>th</sup> and close at 10:00 p.m. They will again re-open at 12:00 p.m. on Sunday, October 19<sup>th</sup> and close at 5:00 p.m. on that day. All vendor employees and volunteers must wear proper identification, which will be issued by the Carolina Theatre of Durham, Inc.

**LIABILITY/ AUTONOMY OF VENDOR**

4. a. Vendor is responsible for injury to person or damage to property due to negligence on the part of the vendor's employees and guests. In addition, the Carolina Theatre of Durham, Inc. is held harmless from any complaints or injuries as the result of products sold by the vendor.  
  
b. This agreement does not commit The Carolina Theatre of Durham, Inc. and the vendor to an employer/employee relationship. Vendor is an independent contractor.  
  
c. The Carolina Theatre of Durham, Inc. does not endorse any vendor's or exhibitor's beliefs, actions, views, merchandise or exhibits. Vendors or exhibitors are their own business entity and do not represent The Carolina Theatre of Durham, Inc. or its staff. No alcoholic beverages, drug paraphernalia or weapons of any kind will be permitted. Vendors will be accountable for actions taken against them or their workers, volunteers etc. By signing this contract, the vendor agrees to take sole responsibility of items they sell, including defects, warranties and NC sales tax.

**JURISDICTION**

5. a. This agreement shall be construed under the laws of the State of North Carolina for contracts performed entirely within the state. Any disputes under this Agreement will be settled by arbitration under the rules of the American Arbitration Association of Durham, North Carolina. The parties agree to abide by the decision of the arbiter.

Addenda A is attached herein and incorporated therewith.

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Vendor Representative

DATE:

\_\_\_\_\_  
Carolina Theatre of Durham, Inc  
Representative

DATE: