



www.ttmf.org

2017 Gift a Miracle - Vendor Contract

Dear Vendor,

Thank you for your interest in participating in the 2017 Gift a Miracle Holiday Boutique sponsored by The Tiny Miracles Foundation at The Wee Burn Country Club from November 29, 2017 from noon to 9pm.. Set forth herein are the terms of the agreement (the "Agreement") between you (the "Vendor") and TTMF.

1. Space, Fees, Staffing and Hours –

A. Space. Vendor agrees to sell merchandise mutually agreed upon by Vendor and TTMF during Gift a Miracle. Vendor shall deliver such merchandise to the Club on Wednesday, November 29th between 7:00pm and 10:00am. Be set up to sell by 11:30am. Vendor shall be responsible for the packing and removal of unsold merchandise between 9 and 11pm on Wednesday, November 29th. Any merchandise not picked up in a timely manner will become the property of TTMF.

B. Fees. Vendor will pay to TTMF a one-time, agrees to pay to TTMF a one-time booth fee (the pricing and timing is set forth in the vendor application) for use of the space provided by TTMF(the "Booth Fee") . TTMF will NOT be collecting, as a commission or fee, a percentage of Vendor's sales at Gift a Miracle.

C. Staffing. Vendor is responsible for staffing, set-up and teardown of his or her own booth or table. Vendor agrees to staff his or her booth from the hours of noon and 9pm on Wednesday November 29th.

D. Hours. Event hours and/or hours for set-up/teardown may be modified 60 days in advance by TTMF.

2. Ticket Sales – Vendor expressly waives the rights to proceeds collected through TTMF ticket or event sales.

3. Goods – Vendor expressly warrants that all goods sold by Vendor shall be fit and sufficient for their intended purpose, of merchantable quality, of good material and workmanship, and free from defect. Vendor shall not attempt to sell any merchandise in breach of trademarks, patents, or similar intellectual property laws. (For the sake of clarity, Vendor will not be permitted to sell obvious "knock-offs" of name brand merchandise at Winterfair)

4. Insurance, Liability, Damage and Taxes – Vendor shall carry adequate insurance covering all merchandise. Neither TTMF nor Wee Burn Country Club is responsible for damage to, or the theft or loss of, merchandise or Vendor property. Vendor shall indemnify, defend and hold harmless TTMF and its members and officers from and against all losses, expenses, damages and costs (including reasonable attorney's fees) that may be incurred by TTMF in connection with any third party claims, demands or actions arising out of Vendor's participation in, and sales of goods at, Gifts For Miracles and any additional obligations under this Agreement.

5. CT Tax Registration – Vendor represents and warrants that it has a current Connecticut Sales Tax Registration Number and that Vendor is responsible for paying its taxes.

6 .Force Majeure – TTMF shall not be responsible for any loss or damage resulting from its failure to perform under this contract or failure to conduct Winterfair as currently scheduled, as a result of a force majeure incident, act of God, or for any other reason beyond the reasonable control of JLSN.

7. Cancellation Policy – In the event of a cancellation by Vendor for any reason, the following policy applies:

- Cancellation by Vendor prior to September 1, 2017: Entire Booth Fee refunded (no refund of non-refundable Application Fee);
- Cancellation by Vendor between September 1, 2017 – October 1, 2017: 50% of Booth Fee refunded
- Cancellation by Vendor after October 1, 2017: No refund issued.

The Tiny Miracles Foundation
381 Post Road
Darien, CT. 06820
203-202-9714
www.ttmf.org



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Termination – TTMF reserves the right, in its sole discretion and for any reason, to terminate this contract. In the event TTMF exercises its right to terminate, it agrees to return to Vendor, prior to November 1, 2017, the entire Booth Fee paid by Vendor.

To signify your agreement to the foregoing, please sign below and return an original to TTMF along with your vendor application and payment of the Application Fee and Booth Fee (as set forth in the vendor application). Please keep a copy for your records. We thank you for your upcoming participation in Gift of Miracle and we look forward to working with you in November.

The Tiny Miracles Foundation, Inc.

Vendor

By: _____

By: _____

Leelee Klein, President Emeritus, 2017
or
Kristie Godina, Board Director 2017

Name: _____ (print)

Company: _____ (print)

Date: _____

Date: _____

You have been assigned the following table(s) : _____

Amount Due: _____

Please make checks payable to: The Tiny Miracles Foundation
OR submit payment online at www.ttmf.org/get_involved_event

Mail Contract and Waiver to:

Kristie Godina

Attn: Holiday Market Vendor

The Tiny Miracles Foundation

381 Post Road, 2nd Floor

Darien, CT 06820

OR email giftamiracle2017@gmail.com

All forms and payments must be submitted by **October 14, 2017.**

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