



VENDOR AGREEMENT FOR POTOMAC BONSAI FESTIVAL

MAY 10-12, 2024

THIS AGREEMENT by and between the **Potomac Bonsai Association, Inc.**, a Virginia non-profit, non-stock corporation (“PBA”) and the “Vendor” named on page 5 of the agreement.

WHEREAS the PBA will be sponsoring at the National Arboretum (3501 New York Avenue NE) May 10-12, 2024 its annual Potomac Bonsai Festival, and,

- As a part of the Festival certain bonsai vendors are permitted by the PBA to offer their wares for sale to the public in attendance, and
- The choice of Vendors to be so permitted is entirely within the province of the PBA and its Board of Directors, and
- An invitation for participation at one Festival does not create any duty or requirement for the issuance of an invitation at another, and
- The National Arboretum is not a party to this Agreement, and, therefore, bears no responsibility or liability, and
- There is no other relationship between the PBA and the Vendors, it is accordingly, Agreed as follows:

I APPLICATION

1. The full name, address and nature (individual, corporation, partnership, association, etc.) of the Vendor shall be set forth on the Application accompanying this Agreement. If the Vendor is a Corporation, Partnership or Association the Vendor shall set forth the State in which such entity was created.
2. The application deadline for a Vendor is February 28, 2024. Applications not mailed or hand delivered on or before said date may be denied. It is anticipated that selection will be made by March 1, 2024. Hand delivery is to the Vice President for Education or the Treasurer of PBA.

II SET UP, BREAK DOWN AND OPEN FOR BUSINESS

3. The PBA will designate a site at the National Arboretum for the location of the Vendor’s set up. The location is completely within the province of the PBA. The 2024 vendor location will be both inside the auditorium of the National Arboretum Administration Building, and outside on the patio adjacent to the Administration Building and the National Bonsai Museum. Set up will take place May 9, 2024 from 9 am until 5 pm. See section III Fees, below, for selection.
4. Vendors will be open for business at the designated site Friday, May 10, 2024 from 9 am until 4 pm. The same schedule will exist for Saturday, May 11, 2024. Sales will terminate Sunday, May 12, 2024 at 3 pm to facilitate break down.



5. Breakdown and clean up by a Vendor of its site cannot start until 3 pm on Sunday, May 12, 2024, unless other arrangements are made with the representative of PBA. In any event, breakdown and clean up shall be completed no later than 5 pm, May 12, 2024. The site shall be left cleaned of any and all debris, disposable waste and trash or damage. In the case of damage, notice shall be provided to PBA no later than 5 pm, May 12, 2024, and arrangements shall be made for repair and costs within five days of May 12, 2024. Neither PBA nor the Vendor shall be responsible under this Agreement for any Acts of God including destructive winds, floods, damage from lighting, etc., or Acts of Man including theft, vandalism, riots, fire, etc.

III FEES

6. The Application must be accompanied by a registration fee, made payable to Potomac Bonsai Association, Inc., matching the number and type of space requested (mark selections on page 4). If a Vendor makes application with the accompanying fee and is not chosen to participate, PBA will repay the fee within thirty (30) days of the notice that the Vendor has not been chosen. Vendors may apply for one or two spaces. Each space, regardless of location, will include the use of three (3) six foot tables, provided.

Inside Auditorium space(s), \$250 each

Outside Patio space(s), \$200 each, vendor provides own canopy/ tent as needed

7. Within fifteen (15) days of the close of the Festival a participating Vendor must submit in writing a Statement of the Vendor's Gross Sales at the Festival together with a payment representing ten percent (10%) of the Gross Sales. Payment shall be made payable to Potomac Bonsai Association, Inc. All payments shall be forwarded to the Treasurer of PBA, 219 West Brook Run Drive, Richmond, VA 23238. Payments for Gross Sales shall be forwarded by PBA to the National Arboretum as consideration for usage of space, etc.

IV CONDUCT

8. The Vendor and its employees or associates shall conduct themselves at all times at the Festival in a business-like manner and shall timely follow all relevant instructions by representatives of PBA.
9. The Vendor shall be considered an independent contractor. This Agreement does not establish an employer/employee relationship between the Vendor and PBA, nor does it establish a partnership, joint venture or any other relationship other than that of an independent contractor.
10. The Vendor is solely liable for its actions, including any actions resulting in property damage, bodily injury, or such other tortious actions. The Vendor agrees to indemnify, defend, and hold the PBA and its representatives harmless for any loss or damage caused by the Vendor or its employees and associates as set forth above
11. The Vendor warrants that it has the expertise, knowledge and experience needed to provide the goods to be sold at the Festival. Vendor shall have the responsibility to ensure that all the



products sold during the Festival shall be of proper quality and shall comply with the applicable laws. Further, the Vendor agrees to uphold all laws and legal requirements of the District of Columbia or the United States.

V JURISDICTION

12. This Agreement and its terms shall be interpreted under the laws of the Commonwealth of Virginia. The Circuit Court for the County of Fairfax shall have sole jurisdiction and venue over any contested matter arising hereunder. The Parties are, however, strongly urged to attempt to compromise any such dispute.
13. If any legal action occurs, the prevailing party shall be entitled to any and all costs including attorney fees, court fees and travel costs.

VI NOTICES

14. Any and all notifications with regard to this Agreement shall be made by personal delivery, United States mail, return receipt required, or by email. Notices to the PBA shall be made to its President, Aaron Stratten, acstratten@gmail.com, 11965 Governors Ct. Woodbridge, VA 22192, 703-909-0617. Notices to Vendor shall be made to the contact information provided on page 4 of the application

VII TERMINATION

15. Either party may terminate this Agreement by providing written notice to the opposite party within ten (10) days of the termination requested date. An immediate termination is permitted in the event of a breach of this Agreement by either Party or a failure on the part of the Vendor to follow a relevant instruction given by a representative of PBA. Upon this Vendor Agreement's termination, all unpaid debts up to the point of termination will be due to the parties within thirty (30) days.

VIII DELAYS

16. In the event either party becomes aware of a situation that may delay any portion of the Vendor Agreement they will be allowed five (5) days to provide notice inclusive of all relevant information to the other party. In the interpretation of this Agreement, time is of the essence.

IX ENTIRE AGREEMENT

17. This Vendor Agreement and any attachments, including the Application, shall be considered the entire Agreement and shall constitute the termination of any prior agreements including any written or verbal agreements. An amendment can only be applicable if it is in writing and executed by both parties.



Vendor Application, Potomac Bonsai Festival, May 10-12, 2024

Select location and number of spaces:

Inside Auditorium space(s) _____ x \$250 each = _____

Outside Patio space(s) _____ x \$200 each = _____ (Vendor provides own canopy/ tent)

Return application with a check for the total cost of selected spaces by February 28, 2024 to:

Treasurer of PBA
219 W Brook Run Dr.
Richmond, VA 23238

Company Name: _____

Your Name: _____

Address: _____

City, State, Zip: _____

Work Phone: _____

Other Phone: _____

Fax: _____

Email: _____

Tax ID Number: _____

Basic list of products: _____

Special Requests: _____

Vendor Signature: _____

Date: _____

PBA Signature: _____

Date Received: _____