

VENDOR AGREEMENT

Name of Vendor: _____

Address: _____

THIS AGREEMENT is between the Huntingdon County Arts Council (HCAC), an organization incorporated under the laws of the State of Pennsylvania, and the Vendor identified above, and is made with respect to the following agreed facts:

HCAC, a 501c3 non-profit organization, is engaged in the business of promoting arts and culture in Huntingdon County.

HCAC conducts business at the Huntingdon County Arts Center, 313 12th Street, Huntingdon, PA 16652.

HCAC intends to sell Vendor's products to individual customers for personal use.

I. SALES COMMISSION AGREEMENT

FOR CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, HCAC and Vendor each warrant that they have the legal authority to enter into this binding agreement and, in that capacity, agree to the following terms:

1. Website Advertisement Placement. HCAC is authorized to use images of Vendor's work and links to Vendor's website on the HCAC website (www.huntingdoncountyarts.com) and in other promotions. Vendor shall make no representations, warranties, statements, or agreements that are untrue or inconsistent with the terms of this Agreement or with the information contained on HCAC's website, publications, and promotions.

2. Payment of Sales Commission. Vendor shall pay to HCAC a sales commission equal to 30% of the retail sales price paid by customers for products purchased. The retail sales price shall exclude taxes, shipping and handling, and any other special charges paid by customers. Commission payments shall be made at the conclusion of the sales event.

3. Sales Tax. HCAC will collect and submit collected sales tax to taxing authorities on all sales made.

4. Independent Contractor Status. The relationship between the parties shall be that of independent contractor and not as an employer/employee, principal/agent, or any other similar relationship. When paying Vendor under this Agreement, HCAC shall withhold no taxes or other deductions except with the specific written agreement of the parties. HCAC shall report all payments made to Vendor under this Agreement to appropriate taxing authorities.

Once Vendor has turned over products to HCAC, the presentation and display of said products are the sole responsibility of HCAC. HCAC will not hold out-of-season or extra products in storage. Vendor is responsible for checking products for restocking and updates.

II. HOLD HARMLESS AGREEMENT

1. Terms. Vendor agrees to hold harmless HCAC, its elected and appointed officials, employees and volunteers, and others working on behalf of HCAC against any and all claims, demands, suits or losses, alleged or actual damages, including all costs and attorney's fees connected therewith, and for any damages that may be asserted, claimed, or recovered against or from HCAC, its elected and appointed officials, employees, volunteers, or others working on behalf of HCAC by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, that arises out of or is in any way connected or associated with this Agreement.

III. BINDING NATURE OF AGREEMENT

1. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

2. Entire Agreement. This Agreement contains the entire agreement between the parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the parties related to such matters.

This Agreement is effective the _____ day of _____, 20____.

Vendor

Huntingdon County Arts Council

BY: _____

By: _____

Printed Name/Title

Printed Name/Title
