



Desert Grace Community Church of the Nazarene
12134 N. Frontage Rd. Yuma, AZ 85367
(928) 305-1132

2022-2023 Desert Grace Vendors Village & Farmers Market VENDOR APPLICATION

Wednesdays Starting November 2 and ending on March 29
Market Hours: 9:00am – 2:00pm

VENDOR INFORMATION

BUSINESS NAME: _____

RESPONSIBLE PARTY'S

FIRST NAME: _____ LAST NAME: _____

LOCAL ADDRESS: _____

CITY: _____ ZIP: _____

PERMANENT ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____

TELEPHONE: (_____) _____ - _____

TYPE OF PRODUCT(S) SOLD: _____

NUMBER OF SPACES REQUESTED: _____

A \$5 Vendor Application Fee is due and payable at the time this application is returned to the church.



VENDOR AGREEMENT:

This agreement by and between **Desert Grace Community Church of the Nazarene, 12134 N. Frontage Road, Yuma, Arizona 85367** ("Church") and _____ ("Vendor") is for the Vendor's Village that will be held on the Church grounds on consecutive Wednesdays from 9:00-2:00pm, from November 2, 2022 through March 29, 2023. Once signed, this agreement is valid throughout the entire season. This agreement does not bind Vendor to participate each week, nor does it bind Church to allow Vendor's participation each week.

Vendor requests Church provide _____ space(s) approximately 10' by 10' each for the Farmer's Market. Church reserves all rights as to location of space(s), sizing of space(s), and availability of space(s) without liability or recourse. Vendor agrees to pay the set rate per space on the day of the event, which initially will be \$15 per space. The Church may make available to Vendor a space underneath the Church's solar array, which would be considered a premium space at \$20 per week. Church may adjust rates with a two-week notice.

Set-up shall begin no earlier than 7:00am and property shall be removed by 4:00pm (unless previous arrangements have been made with Church). Vendor shall not close prior to 2:00pm unless approved by the Church. Vendor agrees to follow all rules and regulations of the event as designated by Church. Vendor agrees that all spaces are assigned at the pleasure of the Church, and that Vendor will notify Church if the Vendor will not be present to utilize its assigned space. Failure to notify Church may result in Vendor's forfeiture of the assigned space in the future.

Vendor agrees that it will not use the premises for any unlawful purposes (or to market such), and will obey all laws, rules, and regulations of all governmental authorities while using the Church facilities during the Farmer's Market. All necessary permits are the responsibility of the Vendor.

Vendor further agrees that it will not use the Church premises for any purpose that is contrary to the mission, purpose or belief of the Church – a biblically-based religious institution. This includes the Church's Statement on Marriage, Gender, and Sexuality. Vendor agrees that any product which is deemed inappropriate by the Church representative must be removed from active sale, and/or the Vendor may be asked to leave without any compensation. The entire church campus is non-smoking, including the buildings, fields, parking areas, and pathways.



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Vendor agrees to hold harmless, indemnify and defend Church (including Church’s agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for Vendor’s purposes, regardless of whether such injury or damage results from the negligence of the Church (including Church’s agents, employees and representatives) or otherwise.

The Church does not carry liability insurance for Vendor and recommends that Vendor carry liability insurance with a minimum liability occurrence limit of \$1,000,000. The Church may require Vendor to obtain and provide an insurance certificate naming Church as “additional insured” at its discretion.

Vendor agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which Vendor will use, including entrances and exits. Vendor agrees to conduct a visual inspection of the space; both prior to and after set-up of Vendor’s equipment and displays; as well as during the market; to ensure it is in a safe condition at all times. Vendor will immediately rectify any safety concerns brought to Vendor by Church, or may be asked to leave or not be allowed to return in the future.

This agreement is valid for the market only, and does not include any other or additional use not already outlined in this agreement.

Church and Vendor agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Church and Vendor cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Signed this _____ day of _____, 20__.

FOR THE VENDOR

FOR THE CHURCH
