

Vendor Agreement

This Agreement is made this 16 day of September, 2017 between **IRISH MUSIC AND ARTS FESTIVAL, INC.**, a New York not-for-profit corporation, having an office at 1750 State St., Schenectady, New York, 12304 (“Irish 2000”) and

_____, having an address at _____ (“Vendor”).

WHEREAS; Irish 2000 is the sponsor of an Irish heritage music and arts festival (the “Festival”) at the Saratoga County Fairgrounds in the County of Saratoga , New York taking place on September 16, 2017; and Vendor wishes to participate as a vendor of Vendor’s products and/or services at the Festival.

NOW, THEREFORE, Irish 2000 and Vendor hereby agree as follows:

1. **Independent Contractor Status.** It is understood that Vendor is an independent contractor and is not an employee, agent or partner of Irish 2000, and shall not hold himself, herself or itself out to the public as an employee, agent or partner of Irish 2000. Vendor is responsible, where necessary, to obtain, at his or her sole cost, general liability insurance, workers' compensation insurance, disability benefits insurance, and any other insurances that may be required by law.

2. **Indemnification.** Vendor covenants and agrees to indemnify, protect, defend and save harmless Irish 2000 from and against all damages, losses, liabilities, obligations, fines, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys’ and experts’ fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Irish 2000 relating to, resulting from or arising out of any action or inaction or transaction involving Vendor at or during the Festival or while Vendor is present on the Saratoga County Fairgrounds. Vendor agrees: (a) to promptly notify Irish 2000 in writing of any claim or proceeding within 3 business days of Vendor’s receipt or knowledge of any claim or proceeding; (b) to permit Irish 2000 to defend any action by counsel selected by Irish 2000; and (c) to permit Irish 2000 to settle any action or proceeding on the terms and conditions determined by Irish 2000.

3. **Modification.** Any invalid, illegal, or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal, or unenforceable.

4. **Notices.** Any notice or communication required or permitted to be given hereunder shall be sufficiently given when received by Irish 2000 and must be (i) delivered by hand delivery, or (ii) mailed by certified mail, postage prepaid, return receipt requested.

5. **Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Vendor:

Irish Music & Arts Festival, Inc.

By: _____
Dated: _____

By: Brian Nelligan President
Dated: September 16, 2017