Vendor Agreement

As a condition of participation in the EffingHAM-JAM, an Effingham County Chamber (Chamber) event, in Downtown Effingham, the undersigned agrees to the following:

1. Vendor spaces are available on a first-come first-served basis. The Chamber reserves the right of refusal to any and all vendors. Vendor application will only be considered if completed in full and submitted with signed vendor agreement. Fees are to be paid in full by July 3 and are non-refundable.

2. There is no "Rain Date/Delay" schedule for this event and if required, the event may be cancelled in whole or in part by the Effingham County Chamber. In the event of a full cancellation, vendors shall be refunded their booth fees no later than August 31, 2026. In the event of partial cancellation, there shall be no refund. "Full Cancellation" shall mean that a vendor has no opportunity to make any sales due to the Chamber actions, not weather conditions. The Chamber does not guarantee a particular number of attendees or exhibitors at this event.

3. The Chamber does not guarantee a particular booth set-up location. Vendor understands that request for electricity may dictate location of booth. (***Note: Limited electricity available on a first-come first-served basis).* Water will be available at no charge. Power will be available, but power to cook sites is limited. **NEW RULE - only 20 amps are included in your fee.** We encourage vendors to bring their own to alleviate strain on power supply.

4. A 10' x 10' site will be available to you. You will need to provide your own tables, chairs, extension cords for electrical needs, etc. If you need a larger site, additional fees may apply. We will try to accommodate you. Note: Security is not provided.

5. All items sold, represented, or distributed are subject to approval of the Chamber. No beverages will be sold or distributed by anyone other than the Chamber. No flammable items or hazardous materials. Weapons, controlled substances, or similar materials will not be permitted on the premises.

6. Vendors shall continually police their area for safe and sanitary conditions. At the conclusion of the event, each vendor shall be responsible for his/her own trash removal and shall restore the area to an acceptable condition, as inspected by a designee of the Chamber.

7. The event will be open for set-up Friday, July 17 beginning at 12:00 p.m. Vendors with larger rigs are encouraged to arrive early – this can be arranged with Nicole Morrison. All vendors should be completely set up by 3:00 p.m. (some of the community arrives early)

8. Regular assigned vendor hours are approximately: Friday from 5:00 p.m. to 10:00 pm

9. **COMPLIANCE WITH LAWS:** Each vendor is responsible for researching and complying with all permits, fees, licenses, and any other requirements as outlined by the City of Effingham, County of Effingham, the Effingham County Health Department and all other local, county, state, and federal agencies. Vendor is responsible for paying Illinois State Sales Tax for any sales during the event. In performing the services required hereunder, the vendor shall comply with all applicable local, county, state and federal law ordinances and codes.

*****ALL vendors must remit the sales tax remittance within the 10 days of the close of the event. Visit https://tax.illinois.gov/individuals/fairs.html for more information.***

10. **HOLD HARMLESS:** In recognition that there may be some risk, injury or property damage in such an undertaking at the EffingHAM-JAM in Effingham, Illinois, the undersigned vendor releases and holds harmless the Effingham County Chamber, any and all of its members/officers, City of Effingham and the County of Effingham for any and all liability for injury or damages to the vendor, or which may result from his/her participation, or which may occur to third parties by the act(s) of the vendors, his/her employees or agents.

11. **LIABILITY:** As between the parties, each party shall be solely responsible for any and all liability arising from personal injury, including death or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to this agreement.

12. **CODE OF CONDUCT**: The Chamber reserves the right to refuse admission to or eject any person whose conduct is deemed by Chamber Management, at Chamber Management's sole discretion, to be undesirable, including, without limitation, misconduct, disorderly conduct, disruptive conduct, intoxication, serving alcoholic beverages to the public, use of illegal controlled substances, violent or aggressive behavior, use of vulgar or abusive language toward Event staff or other attendees, possession of prohibited items or failure to follow Chamber Management or venue or facility rules and directions. Undesirable conduct of any of the types expressly listed herein will automatically terminate this agreement and all rights of the vendor. The exercise of Chamber Management's ejection rights hereunder does not entitle the vendor (or purchaser) to a refund of the entry fee or any part thereof.

IN WITNESS WHEREOF, THE VENDOR HAS READ AND UNDERSTANDS THESE RULES AND REGULATIONS AS OF THE DATE WRITTEN BELOW.

I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE.

_____

Print Name

_____

Business Name/Title

_____ _____

Signature Date