

**VENDOR  
AGREEMENT**

Lee Hall Depot  
Division of Museums & Historic Services  
Newport News Parks, Recreation and Tourism  
Newport News, VA



THIS IS AN AGREEMENT, between the City of Newport News, Virginia ("City")

and \_\_\_\_\_ ("Vendor"):

1. **Formation and Nature of Agreement.** This Agreement shall become a contract between the Vendor and the City of Newport News, Virginia, Department of Parks, Recreation and Tourism, Division of Museums & Historic Services, upon execution by authorized representatives of both parties. Upon formation of the contract and subject to the terms and conditions of this Agreement, the City agrees to allow Vendor to have a fashion show photo shoot on the grounds of the Lee Hall Depot located at 10 Elmhurst on Saturday, May 5, 2012, between the hours of 8 am and 5 pm. The Vendor agrees to perform in accordance with this Agreement. Neither this Agreement nor performance by the Vendor under this Agreement shall create any rights in Vendor for future activities of this nature.
2. **Use of Venue.** The venue shall be used exclusively for the activity described. The Vendor shall not use the site for solicitation of funds or for promotion of any other purpose apart from that stated. The Vendor is not permitted access to the interior of the Lee Hall Depot.
3. **Compliance with Laws.** Vendor represents and covenants that it now is and shall at all times during the Agreement remain in compliance with applicable federal, state and local laws, ordinances and regulations governing the rights, obligations and performance of Vendor under this Agreement.
4. **Equipment and Supplies.** Vendor shall provide all necessary equipment and supplies for said activity. Vendor may use electricity from the on-site power pole, but must provide their own extension cords. Likewise, Vendor may utilize the on-site port-a-john.
5. **Sanitation and Clean-Up.** Vendor shall maintain the area surrounding the Depot in conformity with all applicable sanitary and health laws and regulations and shall also keep the area neat, clean and free of accumulated refuse and debris. The Vendor is responsible for disposing of all refuse arising from said activity at the site.
6. **Security.** Vendor shall maintain adequate security against theft, damage and disturbance in about the Depot during said activity.
7. **Application and Other Information.** Vendor certifies that the documentation and information provided to the City in connection with this Agreement is complete and accurate. Except upon prior written consent of the City, the conduct of the Vendor shall be in accordance with information and disclosures provided by the Vendor on this application.
8. **Fee.** Upon signing of this Agreement, Vendor shall pay the sum of \$\_\_\_\_\_. Check payable to: Lee Hall Train Station Foundation, Inc.
9. **Delegation and Assignment.** Vendor may not assign any of its rights under this Agreement to any person or organization. Vendor may perform its obligations through delegation to volunteers, members or staff affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties. The City may delegate and assign its duties and rights to such committees for representations as the City shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Vendor. Such delegation such not relieve the City of its liability for nonperformance of its duties.
10. **Relationship of Vendor and City.** The relationship of Vendor and the City under this Agreement shall be that of independent contractors. The Vendor shall not have the authority to bind the City to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the City.
11. **Force Majeure.** Neither party shall be liable to the other for any delay or failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented. Refunds for vendor fees paid will be issued for any reason as listed above as a matter of policy by the City of Newport News.
12. **Limitation on Liability.** Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit nor revenue, for any breach of this Agreement.
13. **Default.** Upon a material default by one party, the other party may, at any time before such default, terminate this Agreement by written notice to the breaching party.
14. **Waiver of Liability.** The sponsoring organization or business shall indemnify and hold the City of Newport News, and for events held at the Lee Hall Depot, harmless for all claims which may be brought against the City of Newport News, arising out of the Vendor's activities in this event.

Signature of this Agreement verifies that I have read and will comply with all regulations mentioned herein. IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: \_\_\_\_\_

For \_\_\_\_\_ (Business name)

By \_\_\_\_\_ (Individual's name)

Its \_\_\_\_\_ (Individual's title)

Date: \_\_\_\_\_

By \_\_\_\_\_ (City representative's signature)

Mary Kayaselcuk, Lee Hall Depot Site Coordinator