



**ROCHAMBEAU – FRENCH INTERNATIONAL SCHOOL
WINTER MARKET 2019 – MARCHE D’HIVER 2019
VENDOR TERMS OF AGREEMENT + PARTICIPATION**

The following outlines the terms for all vendors participating in the fundraising event known as the Winter Market on Saturday, November 23, 2019 from 10:00 am to 4:00 pm at Rochambeau’s campus at 9600 Forest Road, Bethesda MD 20814.

The Winter Market organized by Rochambeau, the French International School, is a fundraising event organized for the benefit of the school. In consideration of the terms and conditions below, Vendors and Rochambeau agree as follows:

Winter Market | Marché d’Hiver description: Organized as a winter indoor market, the Winter Market will feature a maximum number of 35 vendor booths all located on the circle outside the school’s main building. Each vendor booth consists of one tent of 10ft x 10ft, one table (6ft) and two chairs (one more table and additional chairs are available upon request, free of charge) provided by Rochambeau.

1. A \$125 vendor booth reservation fee per booth is due and payable by Vendor to Rochambeau upon Vendor’s registration and is not refundable.
2. Each vendor will donate one (1) item to be included in the Annual Gala Silent Auction to be held in Spring 2020. Item should be representative of other products, and at similar value, as those sold by the vendor during the Winter Market. Previously donated items have included jewelry, apparel, home décor, gourmet foods, gift certificates, etc.
3. Vendor’s registration is considered as complete and final upon agreement by Vendor on the present terms and conditions as well as payment of the \$125 vendor booth reservation fee to Rochambeau. Vendor will receive an e-mail confirmation of his/her reservation upon final registration. This reservation is non-refundable.
4. Vendor may request more than one vendor booth at time of registration (up to a maximum of three). Such request will be fulfilled based on availability at the sole discretion of Rochambeau. If no extra vendor booth is available and vendor’s request for extra vendor booth not fulfilled, Vendor will be reimbursed by Rochambeau of the extra vendor booth reservation fee. The \$125 vendor booth reservation due upon registration for the first vendor booth remains non-refundable.
5. Neither display racks, shelves, holders nor tablecloths will be provided by Rochambeau.
6. Display of items must be limited to the area of the tent. All of Vendor’s merchandise and displays shall be kept entirely within its designated booth space; no storage containers or boxes should be visible from the front of the tent. Under no circumstances will vendors be granted extra storage space.
7. Assembly of his/her display is made by the Vendor in the booth location, first come first serve, on the day of the Winter Market, between 7:30am and 9:45am, and removal of all Vendor’s merchandise, packaging, and other materials shall take place the same day as the Market, between 4:15pm and 7:00 p.m. Full set up of Vendor’s booth with all merchandise shall be completed by 9:45 am. No set up or breakdown is allowed during the Winter Market hours (10:00am to 4:00pm). Inventory may not be shipped to Rochambeau prior to the Winter Market.
8. Vendor must sign in with Rochambeau’s staff, prior to the unloading of goods. For security measures, Rochambeau representatives reserve the right to inspect Vendor packages entering and departing the school property.
9. Vendor shall establish prices for merchandise, staff his/her Vendor booth at all times during the Artisan Gifts & Food Market, and keep his/her Vendor booth fully and attractively stocked at all times during the

Artisan Gifts & Food Market. Volunteer support provided by Rochambeau for operating Vendor's booth may be available upon request (when needed, over vendor's lunch break for example).

14. Vendor is responsible for providing money change to customers as well as packaging.
15. Vendor is solely responsible for the calculation and payment of any applicable sales taxes. Vendor must submit a Maryland sales tax report whether or not Vendor has sales at the event and regardless of its profit or non-profit status.
16. In compliance with trademark and copyright laws, Rochambeau prohibits the sale of counterfeit items at the Winter Market.
17. Drinks and snacks for purchase will be available at the "Winter Market Bistro" during the Winter Market. At check-in vendor will receive \$10 worth of food tickets.
18. Rochambeau will manage, coordinate, advertise and promote the Winter Market to the best of its ability via its Winter Market website, e-mailing to the Rochambeau community (families and staff) and advertising the event to its local partners (Foreign Embassies, local French organizations and groups), local residents of the neighborhood and selected local media. Flyers and posters (electronic versions) as well as e-mail invitation to the Winter Market are available for Vendor to promote the event on his/her website, blog or via his/her own networks and to distribute to his/ her friends, business associates and colleagues. Vendor is encouraged to promote the event and make its best for the Winter Market to be as successful as possible.
19. For the purpose of advertising and promoting the Winter Market and all its vendors locally, Vendor is requested to submit digital pictures of his/her merchandise to be sold at the Artisan Gifts & Food Market. Vendor agrees to allow the school to use the submitted pictures for the purpose of advertising and promoting the Winter Market, its vendors, and the Winter Market (including but not only on the Winter Market website). Rochambeau might use all or a sample of the pictures provided and may edit the pictures as it sees fit for promotional and advertising purpose.
20. Vendor shall obtain and carry adequate fire, theft, casualty, and all other insurance as Vendor deems sufficient to insure against loss or damage to Vendor's merchandise or fixtures. Rochambeau will not be responsible for the loss of merchandise from any source including fire, theft, shoplifting or other cause.
21. Vendor agrees to defend, protect, indemnify, and hold harmless Rochambeau against and from (a) all claims arising from the negligence or willful misconduct of the Vendor or any of his/her agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of Vendor at the Winter Market, and (b) any fines, fees, taxes, or other costs imposed by a federal, state, or local governmental or regulatory body on Rochambeau relating to Vendor's operations at the Winter Market.
22. If and only if Vendor fails to comply with the paragraph immediately above, then Vendor shall indemnify, save, and hold harmless Rochambeau and their respective officers, directors, employees, members, agents, and volunteers from any and all liability, damage (including personal injury and property damage), claim or expense which in any manner arises from or relates to Vendor's operations, even if such claim arises from the alleged negligence of Rochambeau, their employees, or agents, or the negligence of any other individual or organization not a party to this agreement.
23. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.
24. Rochambeau may cancel the Winter Market for any reason, at its full and complete discretion. If the Winter Market is cancelled, this agreement will terminate upon written or oral notice to Vendor without any liability to Rochambeau except that Rochambeau will refund Vendor's pre-paid vendor booth reservation fee, if applicable.