



POTAWATOMI BINGO CASINO POW WOW FOOD VENDOR AGREEMENT

Agreement made this _____ day of _____, 2009, and entered into and between by:

Casino: **Potawatomi Bingo Casino**
1721 W. Canal Street
Milwaukee, WI 53233
(Hereinafter referred to as "Casino")

Vendor: _____
Vendor Name

Vendor Address

Vendor City, State, Zip Code
(Hereinafter referred to as "Vendor")

WHEREAS Vendor makes Native American foods (hereinafter referred to as "Products") it desires to sell and Casino desires to provide space to Vendor to display and sell its Products, the parties agree as follows:

1. Location. This Agreement shall be effective during the Pow wow to be held at

Premises:
Potawatomi Bingo Casino
1721 W. Canal Street
Milwaukee, WI 53233
(Hereinafter referred to as "Premises")

2. Dates and Times. Vendor will be permitted to display and sell their Products at the Pow wow sponsored by Casino at the Premises on the following dates and times:

Friday, October 23, 2009:	3:00p.m. – 11:00 p.m.
Saturday, October 24, 2009:	10:00 a.m. – 11:00 p.m.
Sunday, October 25, 2009:	10:00 a.m. – 11:00 p.m.

3. Promotion and Sale of Products. All Artisans and Vendors please note: Hunting Moon Pow wow requires that you are in compliance with the Indian Arts and Crafts Acts of 1990 (P.L. 101-644), which prohibits misrepresentation in marketing of Indian arts and crafts products within the United States. The Indian Arts and Crafts Act of 1990 is a truth –in advertising law. It is illegal to offer or display for sale, or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian tribe. Vendor agrees to sell only ethnic or traditional Native American Products, as listed on Vendor's application, and which have been approved by Casino. Vendor understands that it is Casino's exclusive right and responsibility, in its sole discretion, to remove any Products that are inconsistent with or deviate from the content, style, or quality of the works depicted in the final list submitted with Vendor's application, or which are otherwise not in compliance with the Pow wow theme, message, or traditional purposes or values of the Pow wow. Vendor may only sell its products in the location assigned by Casino. Vendor agrees that in any dispute over Pow wow policies, procedures, or decisions, Casino's final determination shall govern and shall be final and conclusive, and Vendor shall accept the same whatever the outcome. Casino reserves the right to restrict or

reject any Products, even after preliminary acceptance, without any liability for an inconvenience, cost, or damages on the part of Vendor, which prerogative may be exercised at any time in Casino's sole judgment and discretion, consistent with the rules, policies, procedures, and standards referenced herein. If any aspect of a Product might be viewed as controversial or contrary to these policies and standards, or if Vendor has any doubt about Product's acceptability or has any questions in this regard, Vendor acknowledges Vendor's duty to fully disclose the same and promptly resolve any such question or problem with the Casino well before the Pow wow begins.

4. **Casino Representative.** Colleen Moore shall be the Casino's representative responsible for carrying out the terms of this Agreement.
5. **Vendor Booths.** The Vendor Booth is either 8' x 10' (\$100) or 10' x 10' (\$200) or 10' x 20' (\$300) and the location is assigned by Casino. One 8' table and two folding chairs will be provided for each booth. Additional tables, chairs, and electricity can be furnished at an additional fee. Vendors are completely responsible for providing cooking and display equipment, setting up their own booths, and for all booth operations materials, including staffing their booth during hours of operation. Beverages (Coca Cola Products) and ice can only be purchased from the Casino for retail sale. Casino will be provided the name(s) of anyone accompanying the vendor under the age of 18 at least ten (10) days before the event. Names shall be submitted to Colleen Moore. Vendors must leave their booth area in the same condition in which it was found.

Vendors with cooking equipment must have a Class K fire extinguisher, which can be furnished by Casino. The floor area of the booth must be covered with roofing tar paper, which can be provided by Casino for an additional fee.

6. **Fees.** All Fees are due no later than August 31, 2009. Fees are non-refundable, except in cases where Casino is unable to deliver possession of the Premises or scheduled Pow wow, or if cancellation is given by Vendor in writing 90 days prior to start date of the Pow wow.

Payments may only be made by a Cashiers Check, Money Order or Charge Card. (Payable to Potawatomi Bingo Casino c/o Hunting Moon Pow wow). No personal checks will be accepted.

7. **Equipment/Services Provided by Casino.** Services included in the booth fee, at no additional cost to Vendor, are as follows:
 - a. One 8' table and two folding chairs
 - b. Location listed in Program
 - c. Trash pick-up will be provided
 - d. Community sink for ware washing
 - e. Admittance ID'S for Vendor and their scheduled staff

Items and services not listed herein must be requested in writing and will be provided to Vendor by Casino, at the sole discretion of Casino. Vendor shall pay Casino for additional costs for labor and equipment at the Premise's prevailing rates. Failure to furnish any of the foregoing services due to circumstances beyond the control of Casino shall not be construed a breach of this Agreement. It is understood by Vendor that services will be provided only to the extent of existing available inventory and in consideration of other Vendors.

8. **Permits.** Vendor who prepares, serves, and sells Products is responsible to obtain all licenses and permits that are or may be required by any public authority for sale of any of the Products. A valid Wisconsin Seller's Permit must be presented to Casino prior to the sale of any items.
9. **Clean Up.** Vendor is responsible for the cleanliness of their booth during the show. Trash will be collected in designated areas by Premise's staff throughout the event. Dumpsters will be provided for large items. A community sink will be available to clean equipment. Vendor must leave booth in a clean state when they depart the Casino or they will be assessed a clean up fee of up to \$300.

10. Move In/Out. Vendor shall not move personnel, equipment, or materials into the Premises, prior to the beginning of the term of this Agreement unless written approval for earlier use is granted by Casino. Upon expiration of the term of this Agreement, Vendor shall remove from the Premises, all property, goods, effects belonging to Vendor, its employees, agents, contractors, representatives, patrons, guests or invitees, or caused to be brought in or onto the Premises. If such property is not removed from the Premises at the conclusion of the Pow wow, Casino or Premises may store or cause to be stored any property and Vendor shall pay a reasonable fee for such storage and all expenses incurred therefore. If the stored property is not claimed and storage fees not paid within ten (10) days of being notified by Casino, the property shall be deemed abandoned and Casino shall then have the right to sell the property, goods, or effects in such a manner as is permitted by law and to apply the proceeds thereof toward any and all charges incurred by Casino.

All move-in/out of equipment and supplies by Vendor or Vendor employees, exhibitors, contractors, representatives, patrons, guests, or invitees will only take place through the loading dock designated and or the skywalk entrance to the Casino.

All property will be inspected by a security officer of the Casino upon entry

All property belonging to Vendor that is in or on any part of the Premises shall be there at the risk of Vendor, and Casino shall not be liable for any damage thereto or for the theft, misappropriation or loss thereof or any other loss resulting from any accident in or about the Premises.

Casino is not responsible for any property carried into or left in the Premises prior to or after the Pow wow or for any items lost, stolen or damaged in the Premises before, during or after the Pow wow, whether belonging to Vendor or its employees, agents, representatives, contractors, suppliers, guests, members, patrons, invitees or customers.

11. Premise s Use. Vendor acknowledges and accepts responsibility to insure that Vendor shall not use the Premises or permit it to be used by any employee, contractor, agent, exhibitor, guest or Invitee in any manner:

- a. For any illegal purpose
- b. That could vitiate the insurance or increase the rate of insurance on the Premises
- c. That constitutes any waste or nuisance
- d. That causes injury or damage to the Premises
- e. In any manner that will cause or produce any unusual, noxious, or objectionable smokes, gases, vapors or odors
- f. For lodging or sleeping
- g. That will overload any floor, ceiling or wall or the gridiron or hanging equipment or any other fixtures therein
- h. That will place any additional lock of any kind or change any lock upon any window or interior door of the Premises
- i. That will take up a collection or permit the solicitation of any donation
- j. That will interfere with the effectiveness or accessibility of the building's mechanical systems (including lines, pipes, wires, conduits, fire lines, fire sprinklers, and equipment), concession stands, first aid locations, public areas, restrooms, and elevators or to the streets or sidewalks
- k. That will allow the premises to be used for unlawful or immoral purposes or in any manner as to injure persons or property in, on or near the Facility

Vendor shall not, injure, mar, or in any manner deface or damage the Premises and/or its contents or cause or permit the same to be done. Vendor will not drive or permit to be driven any nails, hooks, tacks, screws or other devices into any portion of the Premises. Vendor will not utilize or permit to be utilized any tape, glue, cement or any other compound to fasten signs, banners or any other form of display or advertisement, to any portion of the Premises.

Vendor shall have the right of ingress and egress through public corridors as authorized by Casino and the Premises. Vendor shall have no access rights in any other part of the Premises unless previously designated in writing by Casino.

12. Independent Contractor. Vendor acknowledges that it is an Independent Contractor, for all purposes related to the execution of this Agreement, and as such is not covered under the Casino's general liability insurance or any insurance policy of the Casino, when acting under this Agreement. The Vendor warrants and represents to the Casino that the Vendor is fully and properly qualified to perform as provided for herein, and shall indemnify and hold the Casino harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Vendor or Vendor's employees.
13. Conduct. Vendor hereby assumes full responsibility for the character, acts, and the conduct of all persons in its employ admitted to the Premises.

Casino reserves the right to eject any objectionable person or persons from the Premises. Vendor hereby waives any and all rights and claims for damages, including claims for assault, trespassing, battery, or similar intentional torts, as a result of exercising this right.

14. Indemnification. Vendor agrees to indemnify, defend (at Casino's option), and hold harmless Casino, Premises, the Forest County Potawatomi Community, their officials, officers, agents, sponsors, business entities, and employees, collectively hereinafter referred to as "Indemnified Parties", from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with Vendor's use and/or occupancy of the Premises, or arising out of any act or omission of Vendor or any of Vendor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such claims, demands, defense costs, liability, expense, or damages arising out of the sole negligence, gross negligence or willful misconduct of one or more of the Indemnified Parties.

Notwithstanding the provisions of the above paragraph, Vendor further agrees to assume all risk, and to indemnify, defend and hold harmless the Indemnified Parties from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Vendor or Vendor's employees, exhibitors, contractors, representatives, patrons, guests, or invitees.

Vendor further agrees to indemnify the Premises for damage to or loss of Premises property arising out of or in connection with Vendor's use and/or occupancy of the Premises, or arising out of any act or omission of Vendor or any of Vendor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the sole negligence, gross negligence or willful misconduct of the Indemnified Parties.

15. Insurance. Without limiting the Indemnified Parties right to indemnification, Vendor shall, at its sole cost and expense, procure and maintain through the term of this Agreement, the following insurance, and under the following terms:
- a. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for operations, contractual liability, personal injury, products/completed operations liability, broad-form property damage, and independent contractor liability in an amount not less than one million dollars (\$1,000,000) per occurrence, written on an occurrence form.
 - b. Worker's Compensation Insurance and Employee's Liability Coverage as required by Wisconsin statutes.

Each insurance policy required under this Agreement shall contain the following clause:

"This insurance shall not be cancelled unless thirty (30) days prior written notice has been given to Potawatomi Bingo Casino, Legal Department, Attention: Attorney General, 313 N. 13th Street, Milwaukee, WI 53233."

Each insurance policy required under this Agreement, excepting policies for worker's compensation, shall contain the following clause:

"Forest County Potawatomi Community & Potawatomi Bingo Casino, their officers, officials, agents, and employees are added as additional insured's as their interests may appear under an Agreement with Potawatomi Bingo Casino."

Not later than thirty (30) days prior to the commencement of the event, Vendor shall deliver to Casino certificates of insurance evidencing the existence of the above-required insurance and endorsements evidencing compliance with the above-referenced clauses. Such certificate(s) must be in a form reasonably acceptable to Casino. Certificate(s) must be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by Casino, it shall be Vendor's responsibility to see that Casino receives documentation acceptable to Casino which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, Casino has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

Any insurance required under this Agreement must be written by an insurance company licensed to conduct business in the State of Wisconsin. Vendor agrees that failure to provide required insurance certificate(s) to Casino prior to deadlines stated herein will constitute immediate breach of this Agreement by Vendor and Casino may, at its sole option, exercise any rights it may have under this Agreement.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for damages to persons or property resulting from Vendor's (or Vendor's contractor's) use and occupancy of the Premise, or Vendor's obligation under this Agreement. It is agreed that any insurance maintained by the Indemnified Parties shall apply in excess of, and not contribute with coverage provided by Vendor's policy.

16. Liability. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for damages to persons or property resulting from Vendor's (or Vendor's contractor's) use and occupancy of the Premises, or Vendor's obligation under this Agreement.
17. Legal Compliance. Vendor shall, at Vendor's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, policies, procedures, orders and requirements of Premises, the City of Milwaukee, the State of Wisconsin and the Federal Government, including but not limited to federal and state tax laws and obtaining all necessary permits and licenses and paying the cost thereof. Vendor shall file all reports required by laws, rules, regulations and orders, and shall, without reimbursement by Casino, indemnify Casino against any and all liabilities and penalties by reason of any failure on the part of Vendor to comply with any such laws, orders, rules and regulations.

Vendor shall, at its sole cost and expense, procure and maintain through the term of this Agreement, the appropriate license to operate a temporary food stand from the City of Milwaukee Health Department. No later than thirty (30) days prior to the commencement of the event, Vendor shall deliver to Casino documentation evidencing the existence of the above-required license. Such documentation must be in a form reasonably acceptable to Casino. Document(s) must be signed by an authorized city representative. Should it be deemed necessary by Casino, it shall be Vendor's responsibility to see that Casino receives documentation acceptable to Casino which sustains that the individuals signing the license is indeed authorized to do so by the City of Milwaukee.

Vendor shall, not knowingly do, nor suffer to be done, anything on the grounds of the Casino during the term of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of Vendor is called to any such violation on the part of Vendor or of any person employed by or admitted to the Premises by Vendor, its representatives, agents, subcontractors, guests or invitees, Vendor will immediately desist from or correct such violation.

18. Use of Image. Casino has the exclusive right to use video and other visual/audio portrayals of Vendor or Vendor's likeness taken during the Pow wow in any medium of any nature whatsoever for any purpose,

including advertising or promoting the services of Casino without any compensation being paid to Vendor. Any such portrayal or likeness shall be the exclusive property of Casino.

19. **Force Majeure.** In the event that Casino is delayed or prevented from the performance of any act or obligation hereunder because of, Premises, war, riot, public emergency or calamity, unavailability of repair parts or materials, defects in the Premises, strike, lockout, labor disturbance, fire, failure of power, interruption of transportation services, severe storm, earthquake, lightning, flood, Acts of God, restrictive governmental laws, regulations, order or decrees or other reasons beyond a party's reasonable control, hereinafter referred to as "Force Majeure", then the following provisions shall apply.

If the Force Majeure should prevent performance by Casino then Casino's obligations arising under this Agreement shall be suspended or excused to the extent commensurate with the Force Majeure and shall not be obligated to Vendor for any losses or costs incurred by Vendor as a result of the Force Majeure;

If the Force Majeure should prevent performance by Vendor, Vendor shall not be obligated to Casino for any losses or costs to be incurred as a result of the Force Majeure provided, however, Vendor shall forfeit all fees, or deposits paid and Casino shall retain all deposits and other funds in its possession.

20. **Notices.** All notices required or permitted to be given to any party pursuant to this Agreement shall be in writing and delivered personally, or sent by U.S. mail, registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally or refused by those individuals or entities addressed below. Service of said notice or demand on Vendor shall be complete five (5) days after deposit of said notice or demand in the mail. Service of said notice or demand on Casino shall be complete when received at the office of the Casino. The designations of the individuals to be so notified and the addresses of such persons or entities for the purpose of notice may be changed from time to time by written notice to the other party, in a manner provided herein for giving notice, which shall be deemed effective ten (10) days after such written notice of change is furnished to the other party.

To Casino:
Mike Goodrich
General Manager
1721 West Canal Street
Milwaukee, WI 53233

Copy To: Jeff Crawford
Attorney General
313 N. 13th Street
Milwaukee, WI 53233.

To Vendor:

Vendor Name _____

Vendor Address _____

Vendor City, State, Zip Code _____

21. **Assignment.** Neither party may assign this Agreement or sublet any part of the Premises without the prior written consent of the other.

22. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe neither the scope of this Agreement or the intent of any provision thereof.

23. Entire Agreement. This document contains the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement, except as otherwise provided herein. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representations, and covenants expressly contained in the Agreement itself. No waiver, modification, or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.
24. Discretion. Any matters not expressly provided for in this Agreement shall be handled and disposed of in the sole and reasonable discretion of Casino
25. Waiver. No waiver or failure to exercise any right, option or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option or privilege on any other occasion, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
26. Amendments. All amendments to this Agreement shall be in writing and shall be signed by the duly authorized representatives of Vendor and Casino. No assignment of this Agreement by Vendor shall be valid without the written consent of Casino.
26. Effective Date. The effective date of this Agreement shall be the later date as indicated by the signatures.

AUTHORIZED SIGNATURES

Each individual executing this Agreement on behalf of Vendor represents and warrants that s/he is duly authorized to execute this Agreement on behalf of Vendor and that this Agreement is binding upon Vendor without the approval of any other person.

This Agreement is not valid unless signed by Mike Goodrich, General Manager or his designee for Potawatomi Bingo Casino, counter signed by an authorized representative of Contractor and a fully executed copy is returned to the office of Mike Goodrich.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date and year hereinafter respectively set forth by Casino.

Potawatomi Bingo Casino

Vendor

Casino Signature

Vendor Signature

Mike Goodrich, General Manager
Print Name/Title

Print Name/Title

Date

Date