



# Murrieta Valley Girls Softball Association

## VENDOR CONTRACT

In consideration for the right to sell goods or services at the below listed Murrieta Valley Girls Softball Association event (hereinafter "Event"), the Murrieta Valley Girls Softball Association (hereinafter "MVGSA") and the undersigned (hereinafter "Vendor") agree to the following:

1. MVGSA will provide locations, times and dates for the Event to the Vendor at the signing of this contract.
2. The Vendor agrees to maintain accurate receipts of all sales made during the MVGSA Event.
3. The Vendor agrees to pay the below listed percentage of Vendor's gross sales earned from the Event (hereinafter "Event Fee\*") to MVGSA no later than thirty (30) days following the completion of the Event.
4. MVGSA has the right to review the Vendor's sales records for the Event. If MVGSA chooses to exercise this right, a request to review the Vendor's sales records from the Event will be made in writing by MVGSA to the Vendor no later than ninety (90) days following the completion of the Event. The said request will be sent certified mail with return receipt at the expense of MVGSA. The Vendor will contact MVGSA no later than seven (7) days from receiving the written request to schedule a meeting, with a MVGSA representative, that will take place at the convenience of both parties and within fourteen (14) days from the Vendor receiving said written request.
5. If the Vendor fails to pay the Event Fee within forty-five (45) days from the completion of the Event, the Vendor may be required to pay a penalty equal to ten (10) percent of the Event Fee.
6. If the Vendor has not paid the Event Fee and any assessed penalties within sixty (60) days from the completion of the Event, MVGSA has the right to take legal actions pursuant to California State laws to collect Event Fee and assessed penalties, at the Vendor's expense.
7. **All fees shall be mailed to: MVGSA, P.O. Box 175, Murrieta, CA 92564**, within the time frame specified above.
8. MVGSA does not guarantee a minimum sales amount to the Vendor and MVGSA is not responsible for damage, loss or theft of Vendor merchandise or equipment during the Event.
9. MVGSA is not responsible for non-payment, insufficient funds or declined credit cards for merchandise or services purchased from the Vendor unless purchase is made through an MVGSA account.
10. The Vendor agrees to defend and indemnify MVGSA, its Board of Directors, agents and associates, and agrees to hold each and every one of them harmless from and against any and all lawsuits, claims, demands, losses, damages, liabilities, costs, and expenses, including attorney fees and legal costs, arising from the Vendor's negligence, misconduct, representations, warranties, agreements or any performance made to their customers with regards to the said Event for which this contract is agreed.

MVGSA Event: \_\_\_\_\_ Event Fee %: \_\_\_\_\_

Event Dates: from \_\_\_\_\_ to \_\_\_\_\_

Event Times: from \_\_\_\_\_ to \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_ **Authorized Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

\_\_\_\_\_  
**MVGSA Representative Name** **MVGSA Signature** **DATE**

P.O.Box 175 ~ Murrieta, CA, 92564 ~ [www.mvgsa.com](http://www.mvgsa.com) ~ 951.764.6650  
\*Event Fee% Under \$500 – 10%, \$501 - \$1000 – 15%, above \$1001 – 20%