

## Spay Pride 2018 Vendor/Sponsor Contract

This contract is made by and between the Panacea Animal Wellness Sanctuary ("Panacea") and the following person(s) and/or entity identified below, hereafter referred to as "Vendor".

Name:	
Business:	
Address:	
Phone:	
Email:	

The Vendor agrees to participate in the Spay Pride 5K Walk/Run event ("Event") operated and managed by Panacea on February 17, 2018 at the 5100 Eastmark Parkway, Mesa AZ (Eastmark Great Park). The Vendor shall appear on the morning of the race and will be provided with a 10'x10' or a 10' x 20' space in the expo area in which to set up their booth. Vendor shall provide their own canopies/tents/tables/chairs, etc. Vendor may arrive as early as 6:30 am at Eastmark Great Park (5100 Eastmark Parkway, Mesa AZ) to set up their booth. The expo area opens promptly at 8:00 am and all Vendors agree to be set up by this time. The main event is a race which begins at 9:00 am and is estimated to finish around 10:30 am. Vendor shall remain in the expo area until at least 11:30 am.

Where Vendor intends to sell merchandise or services, Vendor shall obtain a tax license from the City of Mesa, unless already possessing a yearly license from the City of Mesa. Vendor agrees to comply with federal, state and local laws, regulations, rules and/or code regarding the sales of any goods or services. Vendor hereby agrees to defend, indemnify and hold Panacea, and its affiliates, and each of its and their respective officers, directors, agents, co-branders, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable lawyers' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to Vendor's participation in the Event and/or violation of any rights of another. Panacea shall provide notice to you of any such Claim, provided that the failure or delay by Panacea in providing such notice shall not limit your obligations hereunder. Panacea reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, Vendor agrees to cooperate with all reasonable requests in assisting Panacea's defense of such matter.

Vendor agrees to obtain and maintain in full force and effect throughout the duration of the event customary insurance levels, including but not limited to commercial general liability insurance with limits not less than \$1,000,000 per occurrence. Vendor agrees to add Panacea (i.e., Panacea Animal Wellness Sanctuary, P O Box 1713, Higley AZ 85236) as an additional insured to Vendors insurance policy only for the Event.

The Vendor agrees to pay the following fee based on their choice listed below. The fee should be submitted as a check or money order made out to "Panacea Animal Wellness Sanctuary" and returned to the address below along with the signed original of this document. Documents may also be faxed to 602- 567-3777 or sent via email to [spaypride@pawsaz.org](mailto:spaypride@pawsaz.org). Please check the box for the chosen level.

Please Check Box for participation level selected:

10 x 10 Booth (\$50)

10 x 20 Booth (\$80)

Other:

Any Vendor choosing to participate at the sponsorship-level may provide a print-quality electronic version of their logo to [mary@pawsaz.org](mailto:mary@pawsaz.org) for use for promotional consideration. Any business sponsor meeting the criteria above may provide its logo to Panacea on or before December 1, 2017 for inclusion on the official Spay Pride t-shirts. Any vendor meeting the criteria above will be listed on the [spaypride.org](http://spaypride.org) website. Sponsors will be given promotional consideration on the [www.facebook.com/SpayPride](http://www.facebook.com/SpayPride) page and sponsors will also be mentioned and thanked by loudspeaker public announcements on the day of the race.

I, [PRINT NAME] \_\_\_\_\_, on behalf of [PRINT BUSINESS] \_\_\_\_\_ hereby have read, understand and agree to the terms and conditions as described in this document.

[SIGN HERE] X \_\_\_\_\_ DATE: \_\_\_\_\_

Return signed original of this form and payment to:  
 Panacea Animal Wellness Sanctuary  
 Attn: Spay Pride  
 PO Box 1713  
 Higley, AZ 85236-1713