

### TWE ENTERTAINMENT VENDOR AGREEMENT FORM

To ensure quality events & satisfied clients, any entertainment coming into our venue must be approved in advance. If you are a new vendor, please complete this agreement BEFORE signing a contract/quoting a potential client. This agreement is valid for one year from the signed date. If you are already on our approved list, we require this form to be filled out each calendar year. This agreement is not a contract of exclusivity; this just grants you privileges at our venue & you will be added to our approved vendor list.

NOTE: Clients who hire vendors who fail to comply with this Agreement will be fined \$250 per vendor.

Company DBA Name	Company Legal Name
Address	Office Phone Number
Website	Company Hashtag
Facebook @	Instagram @
Company Representative	Job Title
Phone	Email
Billing Contact	Billing Email

# **Approval**

1. We require our clients to seek entertainment off our approved list only. These vendors work in our venue consistently and don't need to ask for approval regularly. Invitation to be a part of this list is given when our team determines that an entertainment company has gone above and beyond to provide exceptional customer service and has demonstrated their ability to work well with our venue management team. TWE takes great pride in ensuring the quality of events that are hosted in our venue. We count on our supporting vendors to provide exceptional service to our clients, their guests and our staff. We do require the approval in advance of any vendor, whether paid or unpaid who will be conducting a service or providing goods in our venue.

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- 2. Vendors who would like to book a Client's event must submit this Vendor Agreement BEFORE quoting or securing a contract with the Client. TWE will approve or deny the request within 10 business days of a completed application.
- 3. TWE reserves the right to deny or exclude any Vendor from working in our venue for any reason. Vendors who have been denied may not book clients in our space and are required to refund deposits for all currently booked clients. Vendor agrees to refund all future clients in full should they be removed from the vendor list for breaking any of the terms or conditions lined out in this agreement. TWE can determine at any time to remove a vendor from the list if we have multiple client or staff complaints. We provide the preferred list to clients at the time of their site visit with our staff as well as when they book.
- 4. Vendors who have been approved must maintain a current COI on file with The West Events & 13435 Gulf Boulevard LLC additionally insured. Failure to keep a current COI will result in removal from our approved vendor list.

### Load-In & Load-Out, Parking

- 1. All workers must know where to park and enter the property. Please let all workers know the venue rules and regulations prior to their arrival. There's nothing worse than vendors showing up and circling the building or not knowing where to go due to lack of information prior to arrival.
- 2. Vendors may actively unload at the back door of the venue, next to the large logo in one of the loading zones. Do not take up more than 1 loading zone at a time. As soon as vendors are unloaded, please immediately move vehicles to the designated vendor parking areas (see parking map). Please plan accordingly and utilize a paid parking lot that is adjacent to the venue. Ex: If your band/entertainment company has 8-10 different people coming in separate cars, they will need to be prepared to park in paid lots. We do not have enough parking for vendors as the main TWE parking lot needs to be for guests only. Under no circumstance should a vendor park in the main TWE parking lot.
- 3. Vehicles parked in unauthorized spots will be ticketed or towed at their own expense.
- 4. Doors may be propped open during load in, while any damage to doors, hinges, or walls will be the responsibility of the vendor.
- 5. All load-in should be completed at least 60 minutes before the event is scheduled to begin.
- 6. All vendors are required to check out with the TWE venue manager before they leave.
- 7. All vendors will park at their own risk.

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#### Equipment

- 1. The West Events cannot be held responsible for any theft or loss of any entertainment equipment, while on-site or in our parking areas. No equipment left on site post event.
- 2. Vendors should bring their own dollies and carts. We do not have a place to store dollies or large equipment during an event, so please put any unnecessary items back in your vehicle after you have loaded them in.
- 3. TWE is not able to accept any deliveries or hold any items before or after the event. If items are left after the venue has closed, we cannot guarantee when the venue will be open to pick them up. TWE reserves the right to charge an additional storage fee if items are left behind that our staff has to remove in order to set up for the next event.

# Power Supply & Setup

- 1. Entertainment company is responsible for ensuring TWE has adequate power supply for their needs.
- 2. All power cords must be secured with low tack/non-residue tape. Any damage to the floors or walls will be charged to the entertainment company.
- 3. TWE in-house sound system is not available for use. Entertainment company is responsible for their entire setup including speakers, microphones, lighting, etc.
- 4. Should the entertainment company cause any electrical issues in the venue, any damages will be billed accordingly. Please check with TWE venue manager if you have any questions in regards to our power source.
- 5. A stage or dance floor may be brought into the venue. Please approve all additional rentals with our venue manager.
- 6. If a client is hosting their cocktail hour in the courtyard, please make arrangements to provide music/speakers outside as well as inside the venue.

#### Staff Behavior

- 1. Vendor's staff members should be dressed appropriately for the event.
- 2. No alcoholic beverages or illegal drugs may be brought or consumed on-site by vendors (no exceptions).
- 3. Smoking is not permitted inside the venue nor on the grounds. Please do not allow your staff to stand outside the prep kitchen and smoke. They must walk down towards the parking lot if they need a smoke break.
- 4. The Vendor and any support staff should maintain a professional demeanor and avoid verbally or physically abusing or harassing TWE staff, venue guests, or other vendors. Using profane or sexual

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language directed towards any of our staff members, guests, or other vendors will result in removal from the vendor list and may be asked to refund future clients should vendor not be allowed back to the venue.

5. We ask vendors to refrain from drinking alcohol or doing any drugs (including vaping) while working or on site during setup or break down while guests are still present.

## Safety

In order to maintain a safe facility free from injury or harm, we ask for vendor's cooperation with the following:

- 1. If a vendor causes or sees a spill, no matter who caused it or what it is, please clean it up, and notify a TWE staff member.
- 2. TWE does not provide ladders. If you need to reach something high, please bring your own ladder.
- 1. Any extension cords or wires MUST be secured with gaffing tape, NOT DUCT TAPE!! Loose cords are a safety hazard and will not be allowed.

#### Damage

- 1. Entertainment company agrees to pay for any and all damage to the venue or venue property which may have been caused by their staff, not limited to walls, doors, etc. The entertainment company will be billed for any damages made by their staff, assistants, or subcontractors. All damages should be paid within ten (10) business days to avoid the charges being taken out of your Client's security/damage deposit. Failure to pay stated damages will result in removal from the approved list.
- 2. Entertainment company may not hang or affix anything to the brick, doors, walls, ceilings, floor or furniture without permission including tape, hooks, command strips, etc.

#### Insurance & Indemnification

- The Vendor must provide a Commercial General Liability Certificate of Insurance naming 13435 Gulf Blvd., LLC, and The West Events, LLC, as additional insureds.
  - Minimum limits are \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - Certificates should be addressed as shown below:

(\*DO NOT mail certificates to this address- please email.)

13435 Gulf Blvd, LLC and The West Events, LLC 13435 Gulf Boulevard Madeira Beach, FL 33708

• All insurance certificates must be turned in at least 30 days prior to the event date.

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- Updated: 1.14.23
- Your COI can be emailed to <u>officers@thewesteventspace.com</u>. Failure to submit a valid COI will result in removal from the approved vendor list.
- 3. Vendor agrees to indemnify, defend and hold The West Events, its parent company, employees and guests free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses and attorneys' fees asserted by any person or persons, including agents of employees of the Vendor or venue by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Vendor, its agents or employees, or the joint negligence of Vendor and any other entity as a consequence of its execution or performance of the agreement or sustained in or upon the premises. This indemnification shall survive the term of this agreement as long as any liability could be asserted.

Additional Attachments Required	
<ul> <li>Insurance Certificate</li> <li>If you haven't attached your insurance of Date:</li> </ul>	ertificate when should we expect to receive it?
Social Media Use	
<ul><li>May we use photos of you or from you in social</li><li>Yes</li><li>No</li></ul>	media and advertising? Credits are given.
Agreement	
<ul> <li>I agree to adhere to the policies outlined in this</li> <li>I will share relevant policies with my staff so that</li> <li>This agreement expires on</li></ul>	t they are informed.
Vendor Print Name:	Date:
Vendor: Signature:	Date:
TWE Signature:	Date:

Completed Agreement Forms, Certificates of Insurance and/or Applicable Licenses should be emailed in PDF format to: <a href="mailto:manager@thewesteventspace.com">manager@thewesteventspace.com</a>. This form needs to be resubmitted each calendar year.

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