140th ANNUAL QUAPAW POW WOW 2012 ARTS & CRAFTS SALES AGREEMENT

This agreement , made and entered into this _____ day of _____, 2012, by and between the 140th Annual Pow –Wow Committee of the Quapaw Tribe of Oklahoma, herein referred to as the "POW WOW COMMITTEE", of the Quapaw Tribe of Oklahoma, PO BOX 765, Quapaw, OK 74363, and;

Name_____ SS# or Tax ID #_____
(Please Print)

Mailing Address_____

City, State, Zip _____

Whereas the "POW WOW COMMITTEE" wishes to enter into an agreement with the services of

_____as
an Arts & Crafts Vendor at the 140th Annual Quapaw Pow Wow for the following date(s):

Each booth space is (12 x 12)

Please indicate the number of booth spaces and the dates you will be at the pow wow:

Number of booth spaces ____

July 4, 2012 ____ ($50 per booth space)

July 5, 2012 ____ ($50 per booth space)

July 6, 2012` ____ ($50 per booth space)

July 7, 2012 ____ ($50 per booth space)

Whereas, _____, herein after referred to as the "CONTRACTOR", hereby affirms that he/she company is an independent contractor and further maintains that he/she is qualified, willing and able to perform the services herein described.

NOW, THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings and conditions herein contained the parties here to mutually promise to the other, agree and understand as follows:

SPECIAL CONDITIONS:

It is agreed that all of the following special conditions must be completed for this agreement to be in effect:

A. CONTRACTOR must pay, in advance, the required payment of $50.00 per booth space per day in the form of a money order made payable to the 140th Annual Quapaw Pow Wow Committee. PAYMENT IS NONREFUNDABLE (rain out weather is negotiable)
B. The CONTRACTOR is to use only the site or sites assigned by the POW WOW COMMITTEE.
C. The CONTRACTOR hereby agrees not to attempt to use any electrical equipment requiring more than 110 volts. **No electricity will be available for air conditioners.**
D. The CONTRACTOR provides tables and chairs for his/her booth space.
E. The CONTRACTOR will be equipped to supply his/her own power and water if the POW WOW COMMITTEE is unable to provide such items.
F. The CONTRACTOR will be responsible for the clean-up of his/her assigned site(s). The CONTRACTOR will bag and tie all trash and deliver to bagged trash to designated trash pick-up locations.
G. The CONTRACTOR will be responsible for payment of all required taxes to local, state and federal authorities and shall keep such records of transactions as may be required by such authorities.
H. The CONTRACTOR hereby agrees that NO SALE OR DISPERSING OF ALCOHOLIC BEVEREAGES OR DRUGS will be allowed.

PERFORMANCE REQUIREMENTS OF THE "POW WOW COMMITTEE":

A. The POW WOW COMMITTEE will provide a reasonable site(s) for the CONTRACTORS use if available.
B. The POW WOW COMMITTEE will make every reasonable attempt to provide power and water for the CONTRACTORS use if available.
C. The POW WOW COMMITTEE hereby agrees that the CONTRACTOR may set up the booth space(s) herein specified on the date(s) indicated on the first page of this agreement.

ASSIGNMENT PROVISION:

The POW WOW COMMITTEE and the CONTRACTOR hereby agree that the services specified in this agreement may not be delegated or assigned.

TERMINATION OR CANCELLATION CLAUSE:

This agreement shall not be terminated prior to the normal conclusion of the agreement, unless the 140th Annual Quapaw Pow Wow is formally cancelled, for the agreed upon dates of the event contracted. The POW WOW COMMITTEE has the right to terminate this agreement with just cause.

ASSURANCES:

The CONTRACTOR will provide proof of any license or permit required.

CONSIDERATION OR COMPENSATION:

The CONTRACTOR will pay the POW WOW COMMITTEE a non-refundable fixed fee in the amount of $50.00 per day per booth space and is payable before the CONTRACTOR'S equipment or facilities will be allowed to be moved into the site(s).

_____ _____

140th Annual Pow Wow Committee Member Date

_____ _____

Contractor Date

BOOTH ASSIGNMENTS ARE ON A FIRST COME FIRST SERVED BASIS. ALL BOOTH ASSIGNMENTS WILL BE MADE BY THE 140th ANNUAL QUAPAW POW WOW COMMITTEE.

REFERENCES

Please list two (2) events in which you have participated as a vendor and the contact person for such event.

1. _____
   Event Address

   _____
   Contact Person Phone

2. _____
   Event Address

   _____
   Contact Person Phone

Please return this agreement along with payment in the form of a MONEY ORDER (**NO EXCEPTIONS**) to:

Quapaw Tribe of Oklahoma

140th Annual Pow Wow Committee

Attention: Melanie

PO BOX 765

Quapaw, OK 74363

Fax 918-542-4694

You will be notified of your acceptance by receiving a copy of agreement signed by a 140th Annual Quapaw Pow Wow Committee Member. If you have any questions, please call 918-320-9186 or 918-542-1853. We look forward to seeing you at this year's pow-wow. Thank you for your participation!

2012 QUAPAW POW WOW ARTS & CRAFTS VENDOR INFORMATION

- **We no longer take business checks (we Must have booth space paid for with a money order by June 30, 2012 at 5pm.apologize for the inconvenience).**
- Booth space is limited to a 12 x 12 area.
- The 2012 Pow Wow Committee must approve vendor list.
- No martial arts items, knives, or drug and alcohol paraphernalia to be sold or displayed.
- No camping spaces provided at any vendor booth. Vendors will be charged for any additional space(s) used.
- A vendor fee of $50.00 per booth space per day will be charged.
- Vendor fees are non-refundable. (Rain weather negotiable)
- **All fees must be pre-paid in advance. (NO EXCEPTIONS)**
- Vendor must display card provided by the Pow Wow committee at all times
- **Vendor may arrive on Wednesday morning, July 4, 2012 beginning at 8:00am to set up; NO EXCEPTIONS**
- Questions can be referred to Jennifer Lunsford 918-320-9186 or jlunsford@downstreamcasino.com

I have **read** and **agree** to comply with the rules and regulations set forth by the 140th Annual Quapaw Pow Wow Committee. I understand that I am subject to payment in the form of a Money Order before or on June 30, 2012 by 5pm. If this is not paid, I may not be guaranteed a vendor spot for the 2012 Quapaw Pow Wow.

_____ _____

Vendor Signature Date

PRINT