



RIVER RAISIN WATERSHED COUNCIL

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River Raisin Watershed Council (RRWC) - 1st Annual Native Plant Sale

Vendor Liability Waiver and Agreement

Event: 1st Annual Native Plant Sale

Date: Friday, May 30th, 2025

Time: 2:00 PM - 7:30 PM

Location: RRWC Headquarters - 804 N Evans St. Tecumseh, MI (Located on the AJ Smith Rec Center Campus)

1. Agreement

By participating as a vendor in the RRWC's 1st Annual Native Plant Sale (hereafter referred to as "the Event"), you (the "Vendor") agree to the following terms and conditions:

2. Vendor Responsibilities

- **Set-up:**
 - Vendors are encouraged to set up their booths between 10:00 AM and 1:30 PM on the day of the event.
 - Vendors must provide their own tables, and display materials. Plant vendors will be provided with 4 x 8 ft tables. All Vendors will be provided 2 chairs.
 - RRWC will provide designated booth spaces.
 - Vendors must not obstruct walkways or other vendor spaces.
- **Sales:**
 - Vendors are responsible for collecting payment and providing receipts for all sales.
 - Vendors must comply with all applicable state and local laws regarding sales tax.
- **Clean-up:**
 - Vendors are responsible for cleaning up their booth space at the end of the Event.
 - All trash and debris must be removed from the premises.

- **Insurance:**
 - **PLANT** Vendors must have their own liability insurance. Proof of insurance must be submitted prior to the Event.
- **Products:**
 - All plants sold must be native to Michigan. Exceptions may be made at the discretion of RRWC.
 - Vendors are encouraged to provide educational materials about the plants they are selling.
 - All vendors selling live plant materials must have an active Nursery Stock Grower license through the State of Michigan, MDARD: <http://www.michigan.gov/mdardnursery>
 - Vendors may only sell their own product(s)
- **Conduct:**
 - Vendors must conduct themselves in a professional and courteous manner at all times.
 - No illegal activities or substances are permitted on the premises.

3. RRWC Responsibilities

- **Promotion:** RRWC will promote the Event through various channels, including social media, website, and local media. Participants, vendors and partners are encouraged to promote the Event as well.
- **Signage:** RRWC will provide signage directing attendees to the Event.

4. Liability Waiver

The Vendor agrees to release and hold harmless RRWC, its officers, directors, employees, and volunteers from any and all claims, liabilities, damages, losses, or expenses arising out of or in connection with the Vendor's participation in the Event, including but not limited to:

- Personal injury or property damage to the Vendor, its employees, or agents.
- Claims by third parties arising out of the Vendor's products or services.

5. Indemnification

The Vendor agrees to indemnify and hold harmless RRWC and the City of Tecumseh, its directors, employees, and volunteers from and against any and all claims, liabilities, damages, losses, or expenses arising out of or in connection with the Vendor's breach of this Agreement.

6. Cancellation

RRWC reserves the right to cancel the Event due to unforeseen circumstances. In the event of cancellation, RRWC will notify vendors as soon as possible and will refund any fees paid.

7. Amendments

RRWC reserves the right to amend these terms and conditions at any time. Any amendments will be communicated to vendors in writing.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

10. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

By participating in the Event, the Vendor acknowledges that they have read, understood, and agree to be bound by these terms and conditions.

Signature:

Print Name:

Date: