



AMERICA'S CAR MUSEUM®

Greetings to our potential LeMay Car Show vendors!

Thank you for your interest in being a booth vendor for the 32st Annual LeMay Car Show & Auction to be held on August 29th, 2009. The process to obtain approval to be a car show vendor is as follows:

1) Fill out the attached vendor agreement form along with your payment, and return to:

The LeMay – AMERICA'S CAR MUSEUM

325 152nd Street East

Tacoma, WA 98445

Attn: Trudy Cofchin

Fax: 253-779-0919

or scan and email to trudy@lemaymuseum.org

2) Provide the following information on a separate sheet:

- Description of your products or services
- Arrival time and estimated length of time it will take you to set up
- If you will require additional space for trailer or vehicles- ?
- Number of people who will be working in your booth

The LeMay Car Show Committee will review all applications and provide notification of confirmation or may decline. Once your application has been approved we will send you a vendor vehicle parking pass, appropriate number of admission passes based upon your booth size and, parking information for you booth workers. If declined, your payment or check will be returned to you.

If you have any questions, please feel free to give us a call or send us an email.

Warm Regards,

Trudy Cofchin

2009 Car Show Chairperson

trudy@lemaymuseum.org

Office: 253-779-8179

www.lemaymuseum.org

Payable to: The Harold E. LeMay Museum at 325 152nd Street E. Tacoma, Washington 98445

Please note, your payment **will** be returned if you are not accepted. Please enter the amount enclosed with this application in this box →

\$

Vendor's Personal Service Agreement

An agreement is entered into this day, by and between the Harold E. LeMay Museum, a Washington 501 c 3 non-profit corporation, hereinafter referred to as "HELM" and the vendor listed on the opposite page hereinafter referred to as "VENDOR".

In consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

- 1. INDEPENDENT CONTRACTOR status. The VENDOR is considered to be an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of HELM, nor shall they be eligible for any employee benefits from HELM. The VENDOR represents and warrants that any and all, federal, state and mandatory deductions or other charges and taxes imposed by law shall be the sole responsibility of the VENDOR. As per ordinance #24760, the fee for art, craft, food, and information booths includes City of Tacoma vendor licenses and vendors are not obligated to pay any additional B/O tax to the City of Tacoma for goods sold at a HELM event. If HELM is assessed, liable or responsible in any manner for those deductions, charges or taxes, VENDOR agrees to indemnify and hold harmless HELM and any other parties named from those costs including attorney fees.
2. Scope of work. VENDOR agrees to perform services under this Agreement primarily by serving as food, merchandise, or information vendor at a HELM event. The VENDOR agrees to dispose of all waste appropriately and leave the concession area clean. The VENDOR agrees to utilize only electrical equipment that complies in all aspects with the National Electric Code. The VENDOR further agrees they will not use any two-wire extension cords or non-grounded equipment. A VENDOR serving food products MUST obtain a Temporary Food Services Establishment Permit from the Tacoma Pierce County Health Department and pay all health permit and inspection fees. For food handler permits call (253) 798-6475, to arrange for your booth inspection and health permit information call (253) 798-6463 or (253) 798-6456. All FOOD VENDORS must obtain all the necessary permits and provide proof of insurances before the event.
3. VENDORS will pay booth fees to HELM and return this agreement before the due date. Fees will be fully refunded if the application is not accepted. If it is accepted, your check will be deposited; once it clears the bank, a notice of acceptance will be mailed. The canceled check will serve as the receipt. The Due date is on or before August 1st, 2009 (day of event is August 29th, 2009.)
4. Indemnification. VENDOR shall indemnify and hold harmless HELM, from, and shall process and defend at it's sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, lien, expenses, and costs arising out of or occasioned by the performance, acts, and/or omissions by the VENDOR, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, VENDOR shall pay any judgment or lien arising there from, including any and all costs as part thereof. FOOD VENDORS will supply proof of insurance with minimum liability of \$ 2,000,000 naming The Harold E. LeMay Museum as additionally insured.
5. Enforcement. If by reason of default on the part of either party in the performance of any provisions of the Agreement it becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended an/or incurred by the non-defaulting party. Submitting an unsigned application assumes agreement to these terms.
6. Entire Agreement. This constitutes the complete and final agreement of the parties replaces and supersedes all oral and written proposals and agreements therefore made on the subject matter, and may be modified only in writing and signed by both parties, both acknowledge receipt of an executed copy of this agreement.

My signature below certifies that I have read, understand and agree to comply with the terms of this Agreement.

Purchaser: The Harold E. LeMay Museum Leader's Name: _____

Signature: _____ Leader's Signature: _____

Street Address: 917 Pacific Ave., Suite 400 Street Address: _____

City, State, Zip: Tacoma, Washington 98402 City, State, Zip: _____

Telephone: 253 779-8490 Telephone: _____

Fax: 253 779-8499 Fax: _____