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Introduction and Parties

Introduction

This Festival Vendor Agreement ("Agreement") is made and entered into as of August 9, 2025.

Parties

Festival Organizer

Docupal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Festival Organizer").

Vendor

Acme, Inc, also known as ACME-1, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Vendor").

Purpose

This Agreement outlines the terms and conditions governing the Vendor's participation in the Acme Fall Festival. It details the responsibilities, obligations, and expectations of both parties, ensuring a successful and mutually beneficial collaboration during the event.

Vendor Obligations and Booth Details

ACME-1, as a vendor at the Acme Fall Festival, agrees to the following obligations and booth details. These terms are designed to ensure a successful and enjoyable event for all participants.



Setup and Operations

ACME-1 is responsible for providing all necessary equipment for its booth. This includes, but is not limited to, a tent, tables, and chairs. Setup must be fully completed by 9:00 AM on the day of the festival. This ensures that all vendors are ready when the festival opens to the public. ACME-1 must maintain a clean and safe booth area throughout the duration of the festival. This includes regular removal of trash and debris.

Conduct and Restrictions

ACME-1 agrees to conduct its business in a courteous and respectful manner. This applies to interactions with festival attendees, other vendors, and festival staff. Loud, disruptive, or inappropriate behavior is strictly prohibited. The sale of alcoholic beverages is not permitted. All products offered by ACME-1 must be family-friendly. This is to ensure that the festival remains appropriate for attendees of all ages.

Compliance

ACME-1 is responsible for complying with all applicable laws, regulations, and festival rules. This includes obtaining any necessary permits or licenses required to operate as a vendor. ACME-1 is also responsible for collecting and remitting any applicable sales taxes. Failure to comply with these requirements may result in immediate termination of this agreement and removal from the festival.

Payment Terms and Fees

Vendor Fee

ACME-1 will pay Docupal Demo, LLC a vendor fee of \$100 USD. This fee is due immediately upon signing this Festival Vendor Agreement.

Cancellation and Refunds

Please note the cancellation policy. ACME-1 will not receive any refunds if cancellation occurs within 30 days of the Acme Fall Festival date.



Payment Method

All Payments must be made to Docupal Demo, LLC via check or electronic transfer. Details for electronic transfers will be provided upon request.

Liability and Insurance Requirements

Insurance

ACME-1 must maintain general liability insurance coverage. The minimum coverage amount must be \$1,000,000. ACME-1 will provide DocuPal Demo, LLC with proof of insurance upon request.

Liability

DocuPal Demo, LLC is not responsible for any loss. This includes loss of vendor property. It also includes any damage to vendor property. ACME-1 is solely responsible for its own property.

Indemnification

ACME-1 will indemnify DocuPal Demo, LLC. This means ACME-1 will protect DocuPal Demo, LLC from claims. These claims must arise from ACME-1's participation in the Acme Fall Festival. ACME-1 will hold DocuPal Demo, LLC harmless from any such claims. This includes legal fees and costs.

Compliance with Laws and Festival Policies

ACME-1 must comply with all applicable local, state, and federal laws and regulations. This includes obtaining any necessary permits and licenses required to operate as a vendor at the Acme Fall Festival. ACME-1 is responsible for understanding and adhering to these legal requirements.



Festival Policies

ACME-1 must adhere to all rules and regulations set forth by Docupal Demo, LLC for the Acme Fall Festival. These policies are designed to ensure a safe and enjoyable environment for all vendors and attendees. Specifically, ACME-1 is prohibited from playing amplified music at their booth. All trash and waste must be disposed of in the designated receptacles provided throughout the festival grounds. Failure to comply with these policies may result in penalties, including removal from the festival.

Termination and Cancellation

This agreement remains in effect until terminated as described below.

Termination by DocuPal Demo, LLC

DocuPal Demo, LLC may terminate this agreement if ACME-1 violates any of its terms and conditions.

Cancellation by ACME-1

Should ACME-1 cancel this agreement, ACME-1 will forfeit the vendor fee. No refunds will be issued.

Force Majeure

If the Festival is canceled due to events outside DocuPal Demo, LLC's control (Force Majeure), DocuPal Demo, LLC will not be held responsible for refunding the vendor fee.

Dispute Resolution

ACME-1 and Docupal Demo, LLC will work together to resolve any disagreements about this agreement. Both parties will first try to solve any disputes through good faith negotiations.



Mediation

If negotiation does not resolve the dispute, both parties agree to participate in mediation. Mediation must occur before either party initiates any litigation. The location for mediation will be mutually agreed upon. The costs of mediation will be shared equally between ACME-1 and Docupal Demo, LLC.

Miscellaneous Provisions

Amendments

This Agreement may be modified only by a written amendment signed by both DocuPal Demo, LLC, and ACME-1.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC, and ACME-1, relating to the Acme Fall Festival vendor participation and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to this subject matter.

Force Majeure

DocuPal Demo, LLC will not be liable for any failure to perform its obligations under this Agreement if such failure results from acts of God, war, government regulation, terrorism, labor disputes, or other causes beyond its reasonable control.

Signatures and Acknowledgments

This Festival Vendor Agreement is made and entered into as of August 9, 2025.

DocuPal Demo, LLC



By: _____

Name:

Title:

Date: _____

Acme, Inc (ACME-1)

By: _____

Name:

Title:

Date: _____

Acme, Inc acknowledges that they have read, understood, and agree to abide by all terms and conditions outlined in this Festival Vendor Agreement, including adherence to all festival rules and regulations. The Acme Fall Festival date is to be determined.

