



MOHICAN POWWOW VENDOR AGREEMENT

This Powwow Vendor Agreement (“Agreement”) is made by and between the Stockbridge-Munsee Community, a federally recognized Indian Tribe (“Tribe”) acting through the Powwow Committee, and Vendor (defined below):

Tribe: Stockbridge-Munsee Community c/o Mohican Powwow Committee
N8476 Moh He Con Nuck Road
P.O. Box 70, Bowler, WI 54416

Vendor: Name: _____
Address: _____

Email: _____

The parties agree as follows:

1. Location. The Powwow shall be held at the Tribe’s Many Trails Park (hereinafter the “Premises”).
2. Dates and Times. Vendor will be permitted to display and sell its Products at the Pow Wow in the booth space provided on the Premises on the following dates and times: Friday from 12 noon until 11pm; Saturday from 10am to 11pm; and Sunday from 10am to 5pm. Vendor set-up must be completed by Friday at 7pm.
3. Tribal Representatives. _____ for the Powwow Committee are the Tribe’s representatives for interfacing with Vendor about performance under this Agreement.
4. Fees. **All Fees are due no later than _____, _____.** Fees must be paid by Cashier’s Check or Money Order (payable to Stockbridge-Munsee Community c/o Mohican Veteran’s Powwow). All payments should be sent to the Mohican Powwow Committee at P.O. Box 70, Bowler, WI, 54416. **All Food and Beverage Vendors will receive a \$40.00 discount, upon proof of receipt provided to the Mohican Powwow Committee for using non-Styrofoam products such as plates and cups during normal operation of the stand.**

5. Vendor Booth Site. The Vendor booth site and costs shall be set forth in the Vendor Application, which is incorporated by reference. Electrical service shall be available as set forth in the Vendor Application. No extension cords are allowed to non-electrical Vendor Booth sites. The specific location of Vendor's booth shall be determined by the Tribe and is subject to change at any time. Booth prices are subject to increase if payment is not made on time. Vendors are responsible to provide their own booths and related materials. **Vendors must leave their booth site in the same condition in which it was found.**
6. Promotion and Sale of Products.
 - a. The Tribe requires you to **be in compliance with the Indian Arts and Crafts Act of 1990 (P.L. 101-644)**, which prohibits misrepresentation in marketing of Indian Arts and Crafts products within the United States. The Indian Arts and Crafts Act of 1990 is a truth-in-advertising law. It is illegal to offer or display for sale or sell any art or craft product in a manner that falsely suggests it is Indian-produced, an Indian product, or the product of a particular Indian tribe.
 - b. Vendor's Application shall identify products Vendor intends to sell, including whether Indian produced.
 - c. Vendor understands the Mohican Powwow Committee has the right in its sole discretion, to remove any Products that are inconsistent with or deviate from the content, style, or quality of the approved products and/or are inconsistent with this Agreement and the theme, message, or purposes or values of the Powwow.
7. Food Sales. Vendor will not sell any food or beverage products, unless approved to do so by the Mohican Powwow Committee and **Vendor has been inspected and granted a Temporary Food Service Permit through the Tribe's Health Department pursuant Stockbridge-Munsee Tribal Law Chapter 56 Food Service.** A copy of this law is available at www.mohican-nsn.gov. **In addition, all people who will be handling food are required to have a Food Handlers Card.** Vendors are responsible to dispose of cooking oil waste and greywater from cleaning in appropriate receptacles.
8. Equipment/Services Provided by Tribe. The Tribe provides: reserved booth site; trash dumpsters; recycling containers; oil retention receptacles; water service at Premises; electricity (if vendor pays for and receives an outlet); and bathrooms.
9. Permits. Vendor is responsible for obtaining all required licenses and permits.
10. Clean Up. Vendor is responsible for the cleanliness of Vendor's assigned booth during the Powwow and must keep the booth clean and presentable at all times during the Powwow. Trash, recyclables and oil shall be deposited by Vendor in designated areas. **Vendor must leave booth in a clean state when departing the Premises or Vendor will be assessed a clean-up fee of up to \$300.00. If Vendor fails to properly dispose of trash, recyclables and oil, then Vendors may also additionally be responsible for any applicable tribal citations for violation of tribal laws.**

11. Move In/Out. Vendor shall not set up on the Premises prior to the beginning of the Powwow unless written approval for earlier use is granted by the Tribe. All property belonging to Vendor is subject to inspection by Tribe's Security personnel. **All property belonging to Vendor that is in or on any part of the Premises shall be there at the risk of Vendor, and Tribe shall not be liable for any damage thereto or for the theft, misappropriation or loss thereof or any other loss.** After the end of the Powwow, Vendor shall promptly vacate the Premises. If such property is not removed from the Premises in a timely manner at the conclusion of the Powwow, the property shall be deemed abandoned and the Tribe shall have the right to sell or otherwise dispose of the property.
12. Conduct. Vendor hereby assumes full responsibility for the character, acts, and the conduct of all of Vendor, its guests, or invitees admitted to the Premises. Tribe reserves the right to eject any person or persons from the Premises at any time and for any violation of this Agreement or the disruption of the Powwow. **Vendor hereby waives any and all rights and claims for damages, including but not limited to claims for lost profits, as a result of Tribe exercising this right. Vendor may also be prohibited from selling at future Mohican Powwows.**
13. Use of Premises. **Vendor shall not use the Premises, or permit its employee, contractors, agents or guests, to use the Premises in the following manner:** for use or consumption of alcohol or illegal drugs; for any illegal conduct; to conduct a raffle; in a way that constitutes waste or nuisance; in a way that damages the Premises, Powwow attendees or other Vendors; for sleeping; in a way that overloads electric demands; that impeded emergency operations or law enforcement; in violation of this Agreement; or in violation of all applicable laws. **Vendor understands that pets are not permitted to be on the Premises consistent with tribal law.** Violators may be ejected from the Premises. Vendor shall have no access rights to any areas of the reservation other than the Premises unless they have valid access under tribal law.
14. Indemnification. Vendor agrees to indemnify, defend (at Tribe's option), and hold harmless Tribe, its officials, employees, agents, members, sponsors, business entities, and employees, collectively hereinafter referred to as "Indemnified Parties", from and against all claims, demands, defense costs, liability, expenses, or damages of any kind or nature arising out of or in connection with Vendor's use or occupancy of the Premises, or arising out of any act or omission of Vendor or any of Vendor's guests or invitees; excepting such claims, demands, defense costs, liability, expenses, or damages arising out of the gross negligence or willful misconduct of one or more of the Indemnified Parties.
15. Liability. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for damages to persons or property resulting from Vendor's or Vendor's employees, agents, contractors, representatives, patrons, guests or invitees use and occupancy of the Premises, or Vendor's obligation under this Agreement.
16. Legal Compliance. It is mutually understood and agreed that this Agreement shall be interpreted and construed in accordance with the laws of the Stockbridge-Munsee Community and Vendor hereby irrevocably consents to personal jurisdiction in the Stockbridge-Munsee Community's Tribal Court.

In the case of questions, the Vendor shall comply with all reasonable direction provided by the Tribe through the Powwow Committee representatives and tribal law enforcement. The failure to comply may result in the Vendor being ejected from the Powwow.

17. Use of Image. Vendor authorizes the reuse of any visual/audio images taken at the Powwow that include Vendor's likeness, including for advertising or promoting the Powwow or Tribe, without any compensation being paid to Vendor and without any notice or approval.
18. Force Majeure. The Tribe shall have no liability to the Vendor in the event the Powwow is disrupted by force majeure, including but not limited to weather, public emergency, unavailability of parts or materials, defects or damage to the Premises, labor disturbance, fire, failure of power, Acts of God, or other reasons beyond the Tribe's reasonable control.
19. Termination. This Agreement may be terminated by Tribe for any reason or for no reason, upon fourteen (14) days written notice. Any refunds due will be processed after the Mohican Powwow. In the event of Vendor's failure to comply with the terms of this Agreement in any respect, Tribe may immediately terminate this Agreement and no refund will be provided.
20. Notice. All notices required or permitted to be given pursuant to this Agreement shall be sent to the Mohican Powwow Committee at P.O. Box 70, Bowler, WI, 54416.
21. Assignment. Vendor may not assign this Agreement or sublease any part of the Premises without the prior written consent of the Tribe.
22. Entire Agreement. This written Agreement and any Exhibits including the Vendor Application incorporated herein constitute the sole and only Agreement of the parties relating to the matters covered hereby.
23. Discretion. Any matters not expressly provided for in this Agreement shall be handled and disposed of in the sole and reasonable discretion of Tribe.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed.

STOCKBRIDGE-MUNSEE COMMUNITY:

VENDOR:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____