

Broken Arrow Girls Softball League

Agreement between BAGSL and Tournament Vendors

Vendor Retained By: JEFF FILALI

This Agreement (the "Agreement"), is made and entered into by and between the Broken Arrow Girls Softball League ("BAGSL") and the following named Vendor.

(Vendor).

I. General

This Agreement sets forth the terms and conditions under which BAGSL offers and Vendor accepts the privilege of marketing and selling the products and/or services listed on Attachment 1 hereto.

II. Specific Terms of Agreement

For purposes of this Agreement, and for the mutual benefit of BAGSL and Vendor, the parties hereby agree as follows:

- a. BAGSL will provide Vendor with a space to set up and sell its wares. BAGSL will attempt to work with Vendor on specific location requirements but the final decision on location shall be solely and exclusively that of BAGSL.
- b. Vendor will, as early as possible, notify BAGSL of any special needs involving electrical circuits, plumbing, etc. BAGSL has only limited resources in this regard but will advise Vendor if it is able to assist with such needs.
- c. Vendor acknowledges that BAGSL is dedicated to the principles of good sportsmanship and the promotion of girl's softball. Any signs, language or related actions that are not appropriate for a children and family environment will NOT be tolerated. In this regard, BAGSL reserves the right to ask any Vendor to leave the park at any time.
- d. Vendor agrees to make every effort to remain open for business during the tournament hours and activities that will be supplied by BAGSL.
- e. BAGSL and Vendor further agree to the following, special term(s), if any:

III. Compensation and Hold Harmless Provisions

- a. Vendor shall pay BAGSL 20% per cent of **gross** sales. Gross Sales is simply defined as the aggregate of all receipts (cash, check and charges) received by Vendor for sales made at any BAGSL controlled location.
- b. Vendor further agrees that it shall be solely responsible for payments to its suppliers, employees, contractors, licensors or other debtors and by signing below, hereby holds BAGSL harmless from any such obligations.
- c. BAGSL shall not be liable for any indirect, special, consequential, or punitive damages arising out of the sale or marketing of merchandise by Vendor and Vendor hereby holds BAGSL harmless from any such obligations.
- d. Vendor shall be responsible for compliance with all State and Federal Law including sales tax and food handler permits, if applicable.
- e. In no event shall BAGSL be responsible to Vendor for any loss of profits due to changes in tournament format or for any other reason whatsoever.

IV. Term

This Agreement shall begin: _____

This Agreement shall end: _____

IN WITNESS WHEREOF, the undersigned representatives of the parties have executed this Agreement on the day and year shown below.

BAGSL

Vendor

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: P.O. Box 2112

Address: _____

Broken Arrow, OK 74013-2112
