

## Program Agreement and Terms

Staff Coordinator: \_\_\_\_\_ Todays Date: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Company: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Program Title: \_\_\_\_\_ Fee (if any) \$ \_\_\_\_\_

Program Date: \_\_\_\_\_ Time: \_\_\_\_\_

Last Cancellation Date: \_\_\_\_\_

Audience: \_\_\_\_\_ Length of program: \_\_\_\_\_

Brief Program Description: \_\_\_\_\_

Number of Participants: \_\_\_\_\_ (minimum) \_\_\_\_\_ (maximum)

Equipment, supplies, or special space needs – provided by Vendor

Equipment, supplies, or special space needs – provided by Library

Will you be selling items? - circle (Y) (N)

The Vendor is responsible for all monetary transactions, including providing change, collecting sales tax, and reporting sales income to the IRS.

*In consideration of the Library providing a venue to promote sales, the Vendor agrees to donate 10% of gross sales to the Library.*

### Terms:

The Olive Free Library is pleased to enter into this programming agreement with you. As a requirement of this agreement, you stipulate that you have reviewed and agreed to the Programming Policy.

Vendors must submit a W-9 form and Certificate of Liability naming "Olive Free Library as an Additional Insured" on vendors general liability policy to the Library when signing this agreement. Payment will be made on the service date unless alternative arrangements have been made in advance.

All Vendors are expected to arrive with enough time to set up the program area and be prepared to present their program. Vendors are responsible for all setup, implementation, and cleanup of the area. All borrowed Library equipment must be returned at the end of the program in the same condition in which it was lent.

Photographing or recording the event by the Vendor is allowed with written permission from involved participants and the Library Director.

The Library must approve promotional materials provided by the Vendor and reserves the right to edit. If the Vendor does not provide promotional materials, the Library will develop flyers or graphics to promote the event.

No one may use the Library name, address, or contact information as an advertised location for doing business.

If the Library or Vendor is unable to deliver the program as described herein due to Acts of God, illness, physical disability, government action or court order, or any cause of like or similar nature, then the parties shall be relieved of and discharged from all obligations stated in this Agreement. In this circumstance, every attempt will be made to reschedule the event.

*Programs in which the Vendor has not met their obligations will not be paid.*

Vendor Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Staff Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

Resolution: Adopted on April 2, 2024, by unanimous vote of the Board of Trustees of the Olive Free Library Resolution