

CHEROKEE ARTISAN MARKETPLACE
Cherokee National Holiday
ARTS AND CRAFTS SALES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Cherokee Nation Businesses, LLC 777 West Cherokee Street Catoosa, OK 74015 (hereinafter referred to as CNB), and:

(Please print or type name, address, and telephone number.)

NAME / BUSINESS: _____

CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: () _____

EMAIL: _____

(hereinafter referred to as the "VENDOR").

WHEREAS, CNB has sites ("Arts and Crafts sites") available for rent at the Cherokee National Capitol Square located a 101 South Muskogee in Tahlequah, Oklahoma, ("Location") during the 70th Annual Cherokee National Holiday ("Event") for the purpose of exhibiting and selling **Cherokee Hand-Crafted Products**, as hereinafter defined, and

WHEREAS, the VENDOR wishes to enter into an agreement to rent and Arts and Crafts Site subject to the terms and conditions as set forth herein, and

NOW, THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions contained herein, the parties mutually promise to the other, agree, and understand as follows:

GENERAL CONDITIONS

1. The VENDOR agrees to abide by the times and dates indicated below for set up and sales, and agrees no items shall be sold on the premises of the Cherokee National Capitol Square prior to CNB's inspection and approval of the Arts and Crafts Site rented by VENDOR and the **Cherokee Hand-Crafted Products** displayed and presented for sale by VENDOR.

	Dates	Hours
Art Sales	Saturday, September 3 rd , 2022	9AM – 3PM
Art Sales	Sunday, September 4 th , 2022	9AM – 3PM

2. The VENDOR booth fee is **WAIVED FOR 2022**

Cherokee Nation	\$70.00 (waived)
United Keetoowah Band of Cherokee Indians	\$70.00 (waived)
Eastern Band of Cherokee Indians	\$70.00 (waived)
Cherokee National Treasure	No Charge
UKB Culture Keeper	No Charge

No booth site will be reserved without an application form. Booth sites measure at least ten feet by ten feet (10' X 10'); a ten-foot by ten-foot space will be considered on booth. Vendors wishing to erect a larger tent should consider renting multiple spaces. **Return application by August 12, 2022.**

Description of Art to be displayed and sold in booth:

3. The VENDOR shall return to CNB, the signed original of this Agreement to the following address:

Cherokee Nation Businesses, LLC
Attention: Cherokee National Holiday
Holiday Arts and Crafts Sales Agreement
777 W. Cherokee Street
Catoosa, OK 74015

4. VENDOR shall use only the site(s) assigned by CNB and shall not change or trade sites once sites are assigned. **No site shall be occupied until VENDOR has been checked in by a CNB representative.**
5. VENDOR hereby agrees to enter into a separate agreement for any other booth site at any location other than that specified in this Agreement.
6. VENDOR hereby certifies that all items for sale will be **CHEROKEE HAND-CRAFTED PRODUCT**. VENDOR shall not offer for sale any items which are mass-produced or commercially crafted. **CHEROKEE HAND-CRAFTED PRODUCT shall be defined as an original item of craft or artwork created by a member of a federally recognized Cherokee Tribe.**
7. VENDOR shall not offer for sale any items bearing the following: a) the 70th Annual Cherokee National Holiday Logo; or b) any other items representative of the 70th Annual Cherokee National Holiday theme, without prior written approval of CNB.

VENDOR shall not sell any guns, knives, or other weapons, whether toy or real; nor any live animals; or conduct any game of chance. Political booths are prohibited. Any activities conducted by VENDOR must comply with all applicable tribal, federal, state and local laws.

VENDOR shall not display or offer for sale any items that contain parts of a protected species, such as feathers, claws, bones, fur, etc. Under Oklahoma Law Title 29, Statutes 5-411, 7-503: Wild Animal Feathers or Parts (including but not limited to Wild Turkey) are prohibited unless documentation is provided that they were obtained from a commercial retailer or heritage breeder. A receipt of purchase is required. CNB reserves the right to require VENDOR to remove any items including questionable wild animal parts/feathers without documentation. Animal feathers/parts obtained from CN Natural Resources shall not be offered for sale.

8. VENDOR shall not serve food, beverages, or water in his/her assigned booth site(s). CNB reserves the right to require the removal of any items that may present a conflict with Event food vendors.
9. VENDOR shall have use of the CNB electrical outlets. Portable generators are allowed as long as they are quiet. Any music or other sound should be played at a low volume that does not interfere with other vendors. We reserve the right to ask a vendor to stop playing music if it becomes an issue with other vendors. Power amps are not allowed.
10. VENDOR hereby agrees that no sale, dispensing, or consumption of any form of illegal drugs or alcoholic beverages be allowed on the Cherokee National Capitol Square grounds during the Cherokee National Holiday related event.
11. VENDOR shall furnish all necessary transportation and all appropriate equipment, tools, and supplies, such as tents, display tables, chairs, etc., necessary for operation and agrees to remove all equipment, inventory, and personal property no later than 7:00 p.m. on September 4th, 2022.
12. VENDOR shall be responsible for compliance with all applicable tax laws and the payment of all required taxes to local, state and federal authorities and shall keep such records of transactions as may be required by such authorities.
13. VENDOR shall be responsible for the clean up of his/her assigned site(s), including bagging and tying all trash bags and delivering the bagged trash to designated trash pick up locations.
14. VENDOR shall not damage, cut, or drive nails or any other foreign object into any trees nor damage or deface any property on Cherokee National Capitol Square premises.
15. CNB shall not be responsible for accidents or injuries, nor for any damage or theft of property belonging to the VENDOR.
16. This Agreement may not be terminated prior to its normal conclusion, except as provided in this section. CNB may terminate this Agreement without notice and forthwith remove the VENDOR from the Cherokee National Capitol Square for selling MASS-PRODUCED or OTHER UNAUTHORIZED ITEMS, failure to sell from assigned site(s), or breach of any term or condition of this Agreement.

Vendor sole remedy for the cancellation or postponement of the Event by CNB shall be a refund of the booth site fee. Under no circumstances shall CNB be liable for any damages or costs incurred or paid by VENDOR for any reason including the cancellation or postponement of the Event. VENDOR may terminate or cancel this agreement one (1) week prior to the initial date of art sales

as set forth in this Agreement in order to receive a refund; otherwise this agreement may not be terminated or canceled prior to its normal conclusion, without the prior written consent of CNB.

17. The parties hereto stipulate and agree that, under this Agreement, VENDOR is not acting as an agent, employee, representative, partner, nor joint venture of CNB, but shall at all times and for all purposes have the status of independent contractor. CNB shall not control the manner or methods by which VENDOR performs Arts and Crafts Sales, except as expressly provided for herein.
18. VENDOR assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to VENDOR or any third party or damage to the property of VENDOR or any third party, including but not limited to displays, equipment, items for sale, etc. and agrees to indemnify and hold harmless CNB and its employees, event coordinators, guests, and participants against all claims, losses, damages and expenses arising out of VENDOR'S performance under this Agreement or acts of omission or commission while on premises of the Location during the Event.
19. No refund will be issued due to inclement weather.
20. Assumption of Risk, Waiver, Indemnification. Although the parties are taking commercially reasonable steps to mitigate potential risks related to communicable illnesses, diseases, and contaminants including, without limitation COVID-19 (collectively, the "Contaminants") VENDOR, for itself and on behalf of its employees, contractors, agents and invitees to the Event (collectively, the VENDOR Parties), fully understands, acknowledges and agrees that: (a) VENDOR and the VENDOR Parties may be exposed to certain communicable illnesses, diseases, contaminants including, without limitation COVID-19 in connection with attending and participating in the Event, which may lead to contraction of illness(es) or becoming a carrier of illness(es); (b) actions undertaken by VENDOR and/or the VENDOR Parties in connection with their performance under this Agreement may contradict guidelines issued by the Center for Disease Control and/or other regulatory and self-regulatory organizations and governmental entities, resulting in exposure to Contaminants and contraction of illness(es); (c) contraction of and/or becoming a carrier of an illness may lead to damage to the health of VENDOR, the VENDOR Parties and/or others, including without limitation, physical and mental health injuries (including death), economic loss or hardship, and/or other lost opportunities (including economic, reputational, or otherwise); (d) VENDOR and the VENDOR Parties is/are fully aware of and hereby accept(s) and assumes, the risk of exposure to the Contaminants in connection with attending and participating in the Event and performing under this Agreement; (e) the foregoing is not an exhaustive list of the risks and dangers VENDOR and the VENDOR Parties may be exposed to as a result of their performance under this Agreement and/or attendance and participation in the Event and VENDOR and the VENDOR Parties voluntarily and freely accept(s) and assume(s) these and all other such risks and dangers (whether known or unknown), and understand(s) and acknowledge(s) that the waivers, releases, and indemnities agreed to herein expressly apply to these risks and dangers (whether known or unknown).

In full knowledge and complete assumption of all of the risks, VENDOR, for itself and on behalf of the VENDOR Parties, and each of their respective related individuals or associated entities (collectively, the "releasing Parties"), hereby irrevocably agrees that the Releasing Parties will not sue or claim against CNB for any injury (including death or disability), illness, damage, loss, or harm to any Releasing Party resulting or arising out of or in any way related to VENDOR's and/or VENDOR Parties' performance under this Agreement and/or attendance or participation in the Event. CNB reserves the right to require VENDOR and/or the VENDOR Parties to complete additional documentation fulfill additional measures (including, without limitation, signed waiver, on-site temperature screenings or testing, use of personal protective equipment, adherence to the guidance and instruction of CNB's Safety Department or the designees of such department) (the Safety Measures") in connection with this release or any illnesses or associated harms, whether known or unknown, at any time. To the extent not caused by CNB's gross negligence or willful misconduct, VENDOR further agrees to defend, indemnify and hold harmless CNB, its officers, employees, agents and contractors from any claims or causes of action brought by any Releasing Party arising out of or in connection with exposure to any Contaminants or contraction of any illnesses or diseases resulting therefrom during VENDOR or VENDOR's Parties performance under this Agreement and/or attendance or participation in the Event.

****CONTRACT DISCLAIMER: This contract is subject to change. Any guideline changes made after the ARTS AND CRAFT SALES AGREEMENT is received, a notification will be provided to the address provided by VENDOR in this Agreement.****

Please read and initial each of the following statements:

_____ I am a member of a federally recognized Indian tribe. **A copy of my tribal membership card is enclosed.**

_____ I agree to give the CNB permission to provide my contact information to interested parties.

_____ I understand that anything sold in my booth is an authentic Cherokee Hand-Crafted Product. I also understand that failure to comply with this provision will be a material breach of this agreement. Any monies paid to CNB prior to breach of this Agreement will not be refunded.

VENDOR:

Authorized Signature

Date

Please type or print name

CHEROKEE NATION BUSINESSES, LLC.

Authorized Signature

Date

For Office Use Only:

Payment received: \$ _____ Cash Cashier's Check Money Order

Assigned to Booth # _____

Received by: _____ Date: _____