

**City of Salina
Booth Agreement**

This Agreement is entered into on _____, 2023, by and between the City of Salina, Kansas, (the “City”) and _____, a Kansas legal business entity (“Vendor”).

RECITALS

- A. The City owns Tony’s Pizza Events Center, located at 800 The Midway, Salina, Kansas (the “Site”).
- C. The City’s Department of Community and Development Services, Community Relations Division is hosting and operating the 2023 Fair Housing Seminar on April 28, 2023, between the hours of 8:00 a.m. and 5:00 p.m. (the “Event”).
- B. The City is willing to grant certain rights to the Vendor to have a booth at the Event.

The parties, in consideration of the mutual promises set forth in this Agreement, agree and covenant:

- 1. Display at Event.** During the hours of the event, the Vendor shall be permitted to have one table and sufficient space for 2 chairs and a display in a designated area near where the presentations will be held at the TPEC. Attendees will be encouraged to visit before the event and during breaks.
- 2. Compensation.** In consideration of the City’s grant of the Rights, Vendor shall pay the City compensation in the amount of \$ _____, which shall be due upon signing of this Agreement, and delivered to the Department of Community and Development Services, Community Relations Division, 300 W. Ash Street, Room 101, Salina, Kansas 67401.
- 3. Term; Schedule.** The term of this Agreement shall commence once both parties have executed this document and the City has received the payment from the Vendor. The term shall end upon conclusion of the Event unless otherwise terminated earlier by either party.
- 6. No Endorsement by City.** Vendor agrees that it shall not state or imply that Vendor’s products, services or ideas are endorsed or sanctioned by the City, or its employees, agents, or officials. Without prior written approval from the City, Vendor shall not issue any materials or communications, including but not limited to print, video, Internet, broadcast, or display items, developed to promote or communicate the advertisement using the City’s name, marks, or logo.
- 7. Indemnification.** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs), to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from: (a) the City’s use (in conformance with the terms of this Agreement) of Vendor’s trade names, service marks or logos; (b) any advertising or promotional material furnished by or on behalf of Vendor; or (c) the wrongful acts, negligent acts, errors, omissions, or defective work or services of the Vendor, its employees, agents, or any tier of subcontractors in the performance of this Agreement.

8. Voluntary Termination by City. The City reserves the right to terminate this Agreement at any time if continuation of this advertising relationship is determined by the City, in its sole discretion, not to be in the best interests of the City. If the City elects to terminate this Agreement, any funds, unused materials, or other compensation received by the City prior to such termination will be refunded by the City, unless such termination is due to a material breach of this Agreement by Vendor, in which case the City may retain all or a part of the compensation if the City determines that such is necessary to compensate the City for any losses incurred by the City due to such material breach, in addition to pursuing any other available remedy at law or in equity.

9. Default. If either party fails to comply with any term of this Agreement within ten (10) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement (“Event of Default”).

10. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

10.1 Termination. The non-defaulting party shall have the right to terminate this Agreement or terminate the defaulting party’s rights under this Agreement.

10.2 Other Remedies. The non-defaulting party may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting party resulting from such Event of Default.

11. Non-Assignable. Due to the unique qualifications and capabilities of Vendor, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

12. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY:
City Clerk
Attn: Lauren Driscoll
P.O. Box 736
Salina, KS 67402-0736

VENDOR:
Business Name:
Attn:
Address:

13. Relationship. Nothing in this Agreement shall be deemed to create a joint venture, partnership, agency, employment, or other relationship between the parties.

14. Subcontracting. Vendor shall not subcontract any work or services under this Agreement without the City's prior written consent.

15. Compliance with Applicable Law. Vendor shall comply with all applicable federal, state, and local laws in the performance of this Agreement.

16. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

17. Applicable Law; Venue. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Saline County, Kansas District Court.

18. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

19. Authority and Consent to Transaction. Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

20. Persons Bound. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

22. Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

23. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

24. Merger Clause. These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF SALINA, KANSAS

VENDOR:

By: _____
_____ (printed name)
_____ (title)

By: _____
_____ (printed name)
_____ (title)

Attest: _____