



Date Received

For Office Use Only

Travel the World in a Weekend!

Saturday, October 22, 2011 • Noon – 6:00 PM • Sunday, October 23, 2011 • Noon – 6:00 PM

Addison Circle Park – 15650 Addison Circle Drive

NON-PROFIT CULTURAL GROUP APPLICATION

APPLICATION DEADLINE: September 1, 2011

COST: \$50

NON-PROFIT CULTURAL GROUP BOOTH REQUIREMENTS:

- Provide proof of 501(c)(3) status
- Be a local organization that represents a specific culture of a country or region of the world – no **political** or **international** groups
- Post WorldFest information on your organization's website (if you have one)
- Send a marketing email and/or direct mail piece about WorldFest to your constituents
- Provide a free activity at your booth

(Please print clearly using block letters or type as this information will be used on signs and other marketing materials)

Organization / Vendor Name	
Contact Name	
Phone	FAX
Cell Phone	Email Address
Mailing Address	
City / State / Zip	
Website	
Country Represented	
Please indicate which days you would like to have a booth: <i>Check all that apply. There is no discount for only participating one day.</i>	<input type="checkbox"/> Saturday <input type="checkbox"/> Sunday
Programs to be Sold/Promoted (Includes Memberships, Tickets, etc –(Marketplace application must be completed to sell merchandise)	
Information to be Displayed/Distributed	
Activity Description	

ONE-SENTENCE DESCRIPTION ABOUT ORGANIZATION TO BE USED IN EVENT MARKETING (please include a link to your website if available):

Organization / Vendor Name (please print clearly)

FESTIVAL PROMOTIONAL MATERIALS AND OPPORTUNITIES:

_____ Please send me an electronic newsletter that I can forward to my customer database and friends.

_____ Number of fliers (4" x 9")

GIVEAWAYS/GIFT CERTIFICATES NEEDED:

Giveaways & Gift certificates will be used to gain marketing exposure for the festival and your group in the following ways:

- Examples: Dance Lessons, CDs, etc
- Radio promotion - items will be given away on air with your group receiving a mention.
- Surveys are conducted at the festival to obtain demographic information about the attendee as well as to build a database for future marketing efforts.
- Items are due no later than September 30, 2011.
- Please indicate your participation below:
_____ YES _____ NO

If yes, please provide a brief description:

FEES

Please submit check or money order with your Application. Credit cards can be submitted by filling out the included Credit Card Payment Form.

PLEASE NOTE THAT THIS APPLICATION WILL NOT BE CONSIDERED COMPLETE UNTIL ALL FEES HAVE BEEN RECEIVED BY ADDISON.

_____ \$50 (10'x10') booth space

AUTHORIZATION: In connection with the WorldFest event to be held Saturday, October 22, 2011 and Sunday, October 23, 2011 at Addison Circle Park (being an extension and the outdoor portion of the Addison Conference and Theatre Centre) Addison, Texas ("WorldFest" or the "Event"), Vendor agrees that it shall abide by and that Vendor's participation in the Event is subject to all of the terms and conditions of the "Non-Profit Cultural Group Booth - Rules, Regulations and General Information" attached hereto and made a part hereof for all purposes, and Vendor represents and warrants that Vendor has read and understands the same.

Vendor also acknowledges that submission of Application does not guarantee acceptance into WorldFest.

Please fully read the attached and updated "Non-Profit Cultural Group Booth - Rules, Regulations and General Information" before submitting your application.

Signature _____

Title / Designation _____

Date _____

IMPORTANT DATES

September 1
Application Deadline

September 9
No refunds for cancellations

Saturday, October 22
Noon – 6:00 pm
WorldFest

Sunday, October 23
Noon – 6:00 pm
WorldFest

SUBMIT TO

Town of Addison
Attn: WorldFest Cultural Group
P.O. Box 9010
Addison, TX 75001-9010
Email: worldfest@addisontx.gov
Fax: 972-450-2834

FOR MORE INFORMATION

Email: worldfest@addisontx.gov
Call: 972-450-2851

APPLICATION CHECKLIST

- ✓ Proof of 501(c)3 status
- ✓ Completed & Signed Application
- ✓ Completed Payment Form & payment

NON-PROFIT CULTURAL GROUP BOOTH - RULES, REGULATIONS & GENERAL INFORMATION

BOOTH SPACE FEES: Cost for each 10' x 10' booth space is \$50. Applications may be accepted after September 1, 2011 on a space available basis only, but information about the applicant/Vendor will not be included in WorldFest marketing materials. A check or money order payable to the Town of Addison, Texas ("Addison") must be submitted with the Application and submittals. Vendor will be charged an additional \$35.00 for returned checks with insufficient funds. Checks or money orders will not be cashed until Vendor has been notified of acceptance. Please mail completed Application, submittals, and payment to: Town of Addison, Attn: WorldFest Cultural Group, P.O. Box 9010, Addison, Texas 75001-9010.

CANCELLATION POLICY: NO ASSIGNMENT BY VENDOR: No refunds of booth space fees for cancellations will be allowed after 5:00 pm on September 9, 2011. All cancellations shall be in writing. The Town of Addison reserves the right to cancel Vendor's participation in the Event, and the right to cancel the Event or any portion thereof, at any time for any reason (or for no reason) whatsoever, in its sole and absolute discretion and without penalty to Addison. Vendor shall not sublet, assign, or otherwise transfer or convey any booth space or any matter in connection with the WorldFest event to be held Saturday, October 22, 2011 and Sunday, October 23, 2011 at Addison Circle Park (being an extension and the outdoor portion of the Addison Conference and Theatre Centre), Addison, Texas ("WorldFest" or the "Event") and these Non-Profit Cultural Group Booth - Rules, Regulations and General Information (the "Booth Rules") to any other person. Any Vendor who is not set-up by the designated time will be assumed absent and its space will be automatically and immediately forfeited.

BOOTH SPACE AND SIGNS; VENDOR ACTIVITIES: Vendor is prohibited from selling merchandise, distributing literature, performing an activity, etc. from an area other than their booth space. Violation of this rule will result in immediate forfeiture of booth space and no portion of the registration fee shall be refunded. Vendor is permitted to decorate its booth space as it pleases; however, Addison strives to create a polished, professional appearance throughout the Event and Vendor shall decorate its booth space accordingly. Signs, banners or a display of any kind relating to alcoholic beverages, or religion or politics, shall not be displayed by Vendor in the booth space or at any other Event location. **Vendor understands and recognizes that the Festival is a family-friendly event for entertainment purposes only and is solely for the display, presentation and exhibition of cultural arts, crafts, jewelry, gifts, language, music, dance, furniture, dress, fashion, food, drink, and gardens. Vendor shall not use profanity of any kind.** All materials draped from the booth space must meet Addison fire and other public safety laws, codes, rules, standards, and regulations. The use of any candles, lamps, lanterns or anything with an open flame is prohibited. Decorative lights powered by batteries are acceptable. The Director of Special Events, or the Director of Special Events' designee, is authorized to require modifications of any exhibit or of any merchandise or services offered by Vendor. Vendor may provide additional lightweight signage with prior written approval of the Director of Special Events. Vendors must provide display racks or other methods for displaying merchandise in an outdoor environment. Vendor booth includes the following:

- 10x10 booth space (Convention Style)
- One 8 ft table & Two chairs
- One 110 electrical outlet
- One reserved parking pass

ASSIGNMENTS: The Director of Special Events will assign Vendor booth space approximately 30 days prior to the Event. Vendor space will not be confirmed until full payment is received. Vendor shall not sublet, assign, or otherwise transfer or convey any matter in connection with the Event or these Booth Rules to any other person, or any of the privileges conveyed herein, except with the prior written consent of the Director of Special Events. The Town of Addison has and reserves the right to cancel any Vendor booth and all matters pertaining to Vendor in connection with or related to the Event any time prior to the Event date with full or partial refund to Vendor as determined by Addison. Any approved assignee or transferee shall be subject to all the provisions and requirements of these Booth Rules and this agreement. Booth placement will be assigned to best benefit the Event and all its participants, as determined by Addison.

MERCHANDISE: VENDOR SELECTION: VENDOR ACTIVITIES: All products/services to be provided by or on behalf of Vendor must be appropriate for a festive, family event. Vendor selection and approval will be in Addison's sole and absolute discretion; no person is entitled or has any right of any kind or nature whatsoever to be selected as a Vendor at the Event, and each Applicant understands and agrees that Addison may reject an Applicant for any reason or for no reason whatsoever. In connection therewith but without in any way limiting Addison's sole and absolute discretion, Addison may consider, among other things, the overall theme/audience of the Event and the Addison community, and the quality, suitability, appearance and previous participation by Vendor at other Town of Addison events. **By submitting a Non-Profit Cultural Group Application for the Event, the Applicant fully WAIVES any and all claims, damages, suits or proceedings which it has or may have against Addison, its officials, officers, employees, representatives, agents, and volunteers arising out of or relating to Addison's processing of or decision regarding the Non-Profit Cultural Group Application and Applicant's participation (or non-participation) in the Event, and further RELEASES, FOREVER DISCHARGES, and COVENANTS NOT TO SUE Addison and its officials, officers, employees, representatives, agents, and volunteers in connection therewith.** A separate Global Food Court Application must be submitted and approved in order to sell food and/or beverage items. Health-related and Public Safety programs and/or merchandise are not allowed unless written permission is obtained from the Director of Special Events. Merchandise cannot be shipped to the Event in advance and no accommodations are available for storage by Addison.

EVENT HOURS AND SET-UP/TEAR DOWN SCHEDULE: Vendors will be allowed access to their booth space via the designated area during set-up and tear down times only. Access to booth space during Event hours will be permitted from

designated entrances and loading bays only. Tear Down may not begin within the designated area until the times listed below. Vehicles and equipment may not have access for tear down until the Town of Addison Police Department representative makes an announcement that the street is clear. More detailed information will be provided in the pre-event packet that will be distributed prior to the Event.

The hours of operation of the Event shall be those scheduled by Addison. Vendor's booth shall be manned during all Event hours. Vendor shall have a reasonable amount of time as determined by the Town to set up prior to its commencement and to tear down after its conclusion. Addison reserves the right to regulate the hours that the concession(s) remain open. **ADDISON HAS THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO CANCEL OR POSTPONE THE EVENT FOR ANY REASON OR FOR NO REASON WHATSOEVER. Should the Event be postponed or canceled for any Act of God, public safety, welfare, or for any reason (or for no reason) whatsoever, Vendor hereby RELEASES and FOREVER DISCHARGES Addison, its officials, officers, employees, representatives, agents, and volunteers from any and all liability, losses, harm, and claims for damages, and any other actions or claims whatsoever, which result from or arise out of such postponement or cancellation.** Vendor must exhibit on all days of the Event unless other previous arrangements are made with the Director of Special Events; however, the cost for the booth space remains the same. Vendor concessions shall remain open during all Event hours.

Date	Event Hours	Set-Up	Tear Down
Saturday, October 22, 2011	Noon – 6:00 p.m.	7:00 a.m. – 11:00 a.m.	7:00 pm - Midnight
Sunday, October 23, 2011	Noon – 6:00 p.m.	7:00 a.m. – 11:00 a.m.	7:00 pm - Midnight

ELECTRICAL: Each booth will receive one (1) 110-volt electrical outlet at no additional charge. The use of an extension cord is not recommended; however, if necessary, commercial-grade extension cords may be used.

SECURITY: Addison will hire overnight security personnel to watch the Event Site (located at Addison Circle Park, 4970 Addison Circle Drive, Addison, Texas) ("Event Site") Friday, October 21 – Sunday, October 23, but the Event Site will be open to the public. Vendors are encouraged to remove their merchandise nightly; however, it may be left overnight at the Vendor's sole risk and responsibility. If Vendor chooses to leave merchandise overnight, they are encouraged to take appropriate measures to secure it.

Addison assumes no responsibility for any property placed on the premises of the Event Site, and Vendor FULLY RELEASES and DISCHARGES the Town of Addison, Texas, its officials, officers, employees, representatives, agents, and volunteers (in both their official and private capacities) from any claims or liabilities for any loss, injury or damage or any other harm whatsoever to person or property that are sustained by reason of or in connection with the occupancy of the Event Site under this agreement or in connection with the Event. All watchmen or other protective service desired by Vendor must be arranged for by special written agreement with the Director of Special Events.

PARKING: Vendor will be provided one (1) reserved pass for parking in a designated area. Vendor shall not park any vehicle on or near the location of the Event in other than designated parking areas. Personal vehicles may be used to make deliveries, but must be parked in the designated area immediately after unloading. Vehicles parked in non-authorized areas shall be subject to towing.

LIABILITIES:

VENDOR'S DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION: Vendor covenants and agrees to FULLY DEFEND (with counsel reasonably acceptable to Addison), INDEMNIFY and HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities, (each an "Addison Person" and collectively the "Addison Persons") from and against any and all claims, actions, causes of action, demands, losses, harm, damages, fines, penalties, liability, liens, expenses, lawsuits, judgments, proceedings, costs, and fees (including, without limitation, reasonable attorney fees and court costs), of any kind and/or nature whatsoever, made upon or incurred by any Addison Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to (1) the activities of, participation and performance by Vendor pursuant to this agreement at or in connection with the Event, (2) representations or warranties by Vendor hereunder in connection with the Event, and/or (3) any other act or omission under or in performance of this agreement by Vendor or any persons associated, involved, and/or participating with Vendor in connection with the Event, including, without limitation, all owners, directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, concessionaires, musicians, artists, and invitees of Vendor, and their respective owners, officers, employees, directors, agents, representatives, and contractors (together, "Vendor Persons"), at or in connection with the Event. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Vendor shall promptly advise Addison in writing of any claim or demand against any Addison Person or Vendor related to or arising out of Vendor's activities hereunder and shall see to the investigation and defense of such claim or demand at Vendor's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Vendor of any of its obligations hereunder.

The provisions of this defense, indemnity, and hold harmless obligation, and any other defense, indemnity, and hold harmless obligation set forth herein, shall survive the termination or expiration of the Event, Vendor's participation at the Event, and this agreement.

RELEASE; ASSUMPTION OF RISK. Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees do hereby WAIVE any and all claims for damage, injury or loss to any person or property, including the death of any person that may be caused, in whole or in part, by the act or failure to act of Addison, its officials, officers, agents, employees, and/or invitees in connection with, arising out of, or related to the Event or this agreement. Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees do hereby ASSUME THE RISK of all conditions, whether dangerous or otherwise, in and about the premises of Addison, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this agreement and the Event.

Vendor, for itself and its owners, managers, directors, partners, officers, agents, employees, representatives, contractors, concessionaires, and invitees hereby RELEASES Addison, and its officials, officers, agents, employees, and/or invitees (in both their official and private capacities), from any claims or actions for any loss or damage sustained by reason of any defect of any part of the water supply system, the sewage and drainage system, the gas system, electrical apparatus or wiring on the Event Site or tent(s) or any other premises or band stand, and for any loss or damage resulting from fire, theft, water, tornado, rain, snow, strikes, civil commotion or riot, or otherwise caused by the negligence, gross negligence, or conduct that would give rise to strict liability of any kind, or any other act or omission, of Addison or any of its officials, officers, agents, employees, and/or invitees. The provisions of this paragraph shall survive the termination of this agreement and the Event.

Vendor, for itself and the Vendor Persons, does hereby RELEASE, WAIVE, ACQUIT, and FOREVER DISCHARGE Addison and all other Addison Persons from, and do COVENANT NOT TO SUE Addison and all other Addison Persons (or any of them) for, any and all claims, actions, causes of action, proceedings, demands, losses, harm, damages (including, without limitation, damage to or destruction of any property), injuries (including, without limitation, personal injury, illness, and death), penalties, fines, liability, expenses, lawsuits, judgments, costs (including, without limitation, attorneys fees and court costs), and fees, of any nature or kind whatsoever, (together for purposes of this paragraph, "Damages"), which Vendor, or any of Vendor Persons, may sustain or incur in connection with, arising out of, or related to, in whole or in part, Vendor's (and Vendor Persons) participation in the Event pursuant to this agreement, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ADDISON OR ANY OTHER ADDISON PERSON, OR CONDUCT BY ADDISON OR ANY OTHER ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The provisions of this paragraph shall survive the termination of this agreement and the Event.

GENERAL RULES & REGULATIONS: During the course of the Event, Vendor shall maintain the areas inside their tent(s) and their booth space in a clean and sanitary condition. Vendor agrees that its activities shall be conducted in a clean, orderly, and legitimate manner and in accordance with all federal, state and local laws, ordinances, rules, codes, standards, regulations, and policies whether now existing or hereafter enacted or established, including, without limitation, the laws, charter, ordinances, rules, codes, standards, regulations, and policies of Addison. No rubbish, glass, or bottles of any kind shall be thrown upon the grounds or in any buildings by Vendor or anyone working under or for Vendor. Vendors must provide their own trash receptacle. The contents of Vendor's trash receptacle may be placed in a trash dumpster at the Event. Vendor is responsible for ash, grease, oil and general clean up of its booth space(s) and surrounding area. Failure of a Vendor to maintain its booth and/or tent or other space occupied by the Vendor may result in a forfeiture of the Vendor's security deposit as may be determined by the Town.

Vendor and all persons participating or performing at the Event with Vendor are and shall at all times be and remain liable and responsible for their acts and omissions, including, without limitation, their operations and conduct at or in connection with the Event. All property shall be removed from the Event site by midnight on Sunday, October 23, 2011 (the "Time of Removal") or prior to the Time of Removal in the event of termination of this agreement.

If any part of the Vendor's booth space is not vacated at or before the Time of Removal or within a reasonable time following the termination hereof, then Addison is authorized to remove from the premises and store, without resorting to any legal proceeding and at the sole expense of Vendor, all property occupying a portion of the Vendor's tent(s) and/or booth space and shall not be liable for any damage to or loss of any property sustained during its removal and storage. Upon termination of this agreement and the Event, Vendor shall deliver the Vendor tent(s) area and booth space to Addison in as good condition as at

the beginning of the terms of the Event and this agreement, except for ordinary wear and tear. The terms of this paragraph shall survive the termination of the Event and this agreement.

Vendor agrees that no representations have been made by Addison or by any of its officials, officers, employees, agents, representatives, or volunteers that the preparation of the Event Site will be advanced to any particular stage upon any particular date or that any warranty is being made as to the opening date of the Event. **If the Event or any portion thereof does not open as scheduled or at all, Addison will be under no liability to Vendor for any claims for damages or any loss whatsoever.**

Addison may designate certain of its agents, officers or employees as inspectors and Vendor agrees that the inspectors have the right, at any time and as often as Addison may consider necessary, to inspect any property, services or activities of Vendor on the premises. Vendor shall give the inspectors free access to any space used by Vendor or under its control for the inspection and shall, upon request of an inspector, operate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Vendor on the premises, or operate any process or activities carried on by Vendor. The police and fire force or other authorized agents of Addison shall be given free access in accordance with the rules and regulations of Addison at any time to any space used by Vendor or under its control, for the purpose of maintaining order and safety or of enforcing any rule or regulation of Addison.

Vendor agrees to pay promptly all taxes and applicable fees to take out all permits and licenses, municipal, state or federal, required for the permitted usage. Vendor agrees to furnish Addison, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees and showing that all required permits and licenses are in effect.

Failure by Vendor to comply with any of the terms of this agreement shall be sufficient cause for termination of this agreement by Addison. In the event of termination, Vendor shall immediately vacate Event property removing all equipment, materials, and supplies; in addition, Addison shall have other rights and remedies available at law or in equity, which rights and remedies shall be cumulative. Vendor acknowledges that this agreement is not a lease but only a revocable license to operate and conduct the activity described herein (including the Non-Profit Cultural Group Application to which these Booth Rules are attached and into which these Booth Rules are incorporated).

Vendor agrees that its employees and any other Vendor Persons involved with the Event shall not drink beer, wine or any other alcoholic beverage while participating in the Event and shall not be under the influence of any intoxicating beverages, narcotics or drugs at any time while on Addison's property.

By participating in the Event, Vendor hereby gives Addison permission for the recording, reproduction and cable casting of any visual and/or aural occurrences that may take place during the Event. Vendor does hereby grant permission to Addison to use photographs or images of Vendor's participation in the Event in advertising, publicity or promotion of Addison at no payment or remuneration to Vendor or any of Vendor Persons. The provisions of this paragraph shall survive the expiration or termination of the Event, Vendor's participation in the Event, and this agreement.

This agreement contains the entire agreement of Vendor and Addison and may not be amended, modified or altered without the express written consent of Addison.

This agreement is subject to any and all rules, regulations, and standards of Addison. This agreement shall be construed under and governed by the laws of the State of Texas, without regard to choice of law rules, and all obligations created by this Agreement are performable in Dallas County, Texas. Venue for any action under this Agreement lies exclusively in Dallas, County, Texas, and Addison and Vendor each submits for all purposes to the jurisdiction of the courts thereof.

If any paragraph, provision, sentence, clause, or any other part of this agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there shall be added automatically as a part of this agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by Addison shall not preclude or waive its right to use any or all other rights and remedies. Said rights and remedies are given in addition to any other rights Addison may have by law statute, ordinance, or otherwise. It is not a waiver of or consent to a breach, failure to perform, or default of this agreement if the non-defaulting party fails to declare promptly a default or delays in taking any action. Any rights and remedies Addison may have arising out of this agreement shall survive the cancellation, expiration or termination of the Event and this agreement.

This agreement and each of its provisions are solely for the benefit of Addison and Vendor and are not intended to create or grant, and do not create or grant, any rights, contractual or otherwise, to any third person or entity.

Defined terms used in this agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Section and subsection headings are for convenience only and shall not be used in the interpretation of this agreement.

"Includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Vendor certifies to Addison that Vendor has read these Booth Rules, has fully informed itself of the contents hereof before signing it, and understands the terms and conditions hereof. These Booth Rules, together with the Non-Profit Cultural Group Application to which these Booth Rules are attached and included and any other documents attached to the said Application or these Booth Rules, are and comprise the "agreement" as the term is used herein.

In connection with the Event and Vendor's participation therein, Vendor is and shall at all times be an independent contractor and is not an employee, agent, servant, or representative of Addison, and notwithstanding any other provision of this agreement, nothing in this agreement shall, nor is intended to, nor shall be construed to, create an employer-employee relationship, a partnership, a joint venture relationship, or a joint enterprise between Addison and Vendor.

Time is of the essence in this agreement and in each provision contained in it. This agreement shall be deemed to have been jointly drafted by each of Addison and Vendor.

The officer or agent of the Vendor signing this agreement on behalf of Vendor acknowledges, warrants, and represents that the officer or agent is the properly authorized representative or official of Vendor and has the necessary authority to execute this agreement for Vendor.

