



Vendor Agreement

This **AGREEMENT**, entered into this ____ day of _____, 20__ by and between Morris Entertainment Group Inc., a Florida corporation (Hereinafter referred to as "Morris"), and _____ (Hereinafter referred to as "Vendor").

Background

WHEREAS, Vendor is an experienced Vendor engaged in the business of rendering musical services.

WHEREAS, Morris desires to manage and administer the musical services for Bahama Breeze Island Grille (Hereinafter referred to as "Bahama Breeze") with Vendor providing said services.

WHEREAS, Morris and Vendor (Hereinafter referred to as "the Parties") desire that this **AGREEMENT** set forth the terms and conditions of their partnership when Vendor is so engaged.

Agreement

NOW, THEREFORE, in consideration of mutual promises contained herein,

IT IS HEREBY AGREED by the Parties as follows:

1. **Basic Agreement:** Morris may, at their discretion and consulting management, utilize Vendor as an independent contractor to provide music services, and when doing so, Vendor agrees to provide said music services in accordance with the terms and conditions of this Agreement as well as the guidelines regarding Vendor's conduct while on the premises of Bahama Breeze Restaurants as provided by Bahama Breeze.
2. **Scheduling:** Morris and Vendor will mutually agree upon the date and time of each performance approximately four (4) weeks in advance.
3. **Performance:**
 - Vendor is responsible for their attire, conduct, and attitude during the entirety of their time providing said services. This includes, but is not limited to, the performance, any allotted breaks, as well as while setting up and breaking down equipment.
 - Vendor's conduct shall be suitable for all ages and should exclude material deemed "offensive" by Bahama Breeze in its sole discretion, including but not limited to profanity or obscene material/dress.
 - Vendor is required to perform songs which Bahama Breeze, in its sole discretion, considers acceptable.
 - Vendor is required to furnish all instruments and related equipment required to perform unless otherwise stated.
 - Vendors are entitled to one fifteen (15) minute break for every one (1) hour of performance time

Vendor Agreement cont.

4. **Performance Fees:** Vendor fees are arranged by Bahama Breeze
5. **Invoice/Payment Procedures:** Vendor will submit their invoice for each week no later than 12noon EST each Sunday and will receive payment (via direct deposit) on the following Friday.
6. **Independent Contractor:** Vendor is an independent contractor and not an employee of Morris or Bahama Breeze. Therefore, Vendor is not entitled to workers compensation, Insurance, compensated vacation or other employee benefits. Vendor is responsible for any taxes whether owing to federal, state, or local government including, but not limited to, contributions to the Old Age Survivors and Disability Insurance (FICA), Hospital Insurance (Medicare), as well as federal income tax. Any contrary final determination by any board, administrative proceeding or court of competent jurisdiction shall entitle Morris to amend this Agreement in any way necessary to establish and maintain an independent contractor relationship.
7. **Indemnification:** Vendor hereby agrees to indemnify, defend, and hold not liable Morris and Bahama Breeze, its respective officers, directors, agents, servants, employees, successors, and assigns against any and all claims, damages, expenses, and liabilities of any kind or nature which may arise directly or indirectly out of, or during the course of the scheduled performance.
8. **Arbitration:** Any controversy or claim arising out of or in connection with this Agreement, any breach of this Agreement, or any disagreements or disputes as to the meaning of interpretation of this Agreement, or the performance or non-performance of any of the terms or provision hereof which arise shall be settled by arbitration in the County of Broward, State of Florida in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
9. **No Obligation:** Morris, at its sole discretion, may extend an offer to Vendor, and Vendor, at his/her sole discretion, may either accept or reject the offer. An offer by Morris may consist of more than one performance date but in no event will the obligation of Morris to retain the Vendor extend beyond the specific date(s) scheduled.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in manner and form sufficient to bind them as of the day and year referred to above.

Vendor Approval of Agreement

I have reviewed the Music Vendor Application & Employment Information Packet and I agree to abide by the policies, procedures, and requirements included therein.

PLEASE PRINT LEGIBLY

Vendor's Name: _____

Vendor's Stage/Business Name: _____

Social Security Number OR Federal ID Number: _____

Occupational License Number: _____

Vendor Agreement cont.

General Liability Insurance:

_____ (Company Name) _____ (Policy Number)

Vendor's Business Address:

_____ (street name/number)

_____ (city) _____ (state) _____ (zip)

Phone #1 () -
 Home Cell Business

Phone #2 () -
 Home Cell Business

Phone #3 () -
 Home Cell Business

Email Address: _____ @ _____

Vendor Signature: _____ Date: _____

Morris Authorized Signature: _____ Date: _____