



**VENDOR AGREEMENT**  
**Texas LULAC Elderly Conference**  
**24-25 October**

This Vendor Agreement (this "Agreement") is made effective upon submission, by and between

<ORGANIZATION> \_\_\_\_\_,

<ADDRESS> \_\_\_\_\_,

<STATE> \_\_\_\_\_, <ZIP> \_\_\_\_\_, and Killeen

LULAC Council 4535 Foundation, of 602 Trout Cove, Killeen, Texas 76542 (**Texas LULAC Elderly Conference, Acct # 1150004407**). In this Agreement, the party who is contracting to receive the services shall be referred to as "the Vendor", and the party who will be providing the services shall be referred to as "the Foundation".

**1. DESCRIPTION OF SERVICES.** The Foundation will provide display space for the Vendor in the Dove Spring Center during the 24-25 October **2008 Texas LULAC Elderly Conference**, such space to include a table and two chairs for their exhibits.

**2. PAYMENT FOR SERVICES.** The Vendor will pay \$200.000 in compensation to the Foundation for the Services with the submission of this agreement to the Foundation at the above address.

**3. TERM/TERMINATION.** This Agreement shall terminate on October 26, 2008.

**4. INJURIES.** The Vendor acknowledges the Vendor's obligation to obtain appropriate insurance coverage for the benefit of the Vendor (and the Vendor's employees, if any). The Vendor waives any rights to recovery from the Foundation for any injuries that the Vendor (and/or the Vendor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Vendor or the Vendor's employees.

**6. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**7. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**8. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.

PARTY CONTRACTING SERVICES:

<ORGANIZATION> \_\_\_\_\_

By: <NAME & SIGNATURE> \_\_\_\_\_

<TITLE> \_\_\_\_\_

SERVICE PROVIDER:

Killeen LULAC Council 4535 Foundation (**Texas LULAC Elderly Conference**)

By: \_\_\_\_\_

Judge (Ret) Raul G. Villaronga  
Chairman of the Board