

# VENDOR AGREEMENT

This Vendor Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [ORGANIZER NAME], a Corporation with an address of [ORGANIZER ADDRESS] (the "Organizer"), and [VENDOR NAME], a Llc with an address of [VENDOR ADDRESS] (the "Vendor"). Organizer and Vendor are each a "Party" and together the "Parties."

## Recitals

WHEREAS, Organizer is hosting the event described below (the "Event") and wishes to permit Vendor to participate on the terms set forth herein;

WHEREAS, Vendor represents that it is able, willing, and legally qualified to provide the goods and/or services described below; and

WHEREAS, the Parties desire to memorialize their agreement in writing;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

## 1. Scope and Grant

**Event.** Organizer is hosting [EVENT NAME] (the "Event"), located at [VENUE ADDRESS], from through .

**Grant of space.** Subject to the terms of this Agreement, Organizer grants Vendor a limited, non-exclusive, non-transferable, revocable license to occupy at the Event for the sole purpose of selling, presenting, or offering the goods and/or services described below. Title to the Event premises remains with Organizer or its venue licensor at all times; this Agreement creates a license only and not a lease or tenancy.

**Operating hours.** Vendor may occupy the space beginning at and shall sell or operate only during posted sales/operating hours (). Vendor shall complete breakdown and vacate the space by . Failure to break down by the deadline shall entitle Organizer to charge Vendor for any venue overtime or cleanup costs incurred as a result.

**Description of goods and services.** Vendor shall provide the following: [SERVICES]

## 2. Fees and Payment

**Flat fee.** Vendor shall pay Organizer a flat fee of **\$0.00** (zero dollars and 00/100) for participation under this Agreement.

**Balance.** Any balance of fees shall be due [WHEN IS THE BALANCE DUE]. Accepted payment methods are cash, check, ACH, wire, or commercially reasonable credit/debit card.

**Late payment.** Any amount not paid when due shall bear interest at the lesser of **1.5% per month** or the maximum rate permitted by law, computed from the due date until paid in full.

### **3. Vendor Compliance With Laws**

**General compliance.** Vendor shall be solely responsible for ensuring that all applicable federal, state, and local laws, regulations, ordinances, and licensing requirements are followed and complied with in selling, presenting, and delivering Vendor's goods and services under this Agreement. Vendor's obligations include, without limitation, obtaining and maintaining in force all required business licenses, tax registrations, permits, certifications, and authorizations.

**Sales tax.** Vendor represents and warrants that Vendor holds (or will hold prior to making any sale) all required sales-and-use-tax permits for the jurisdiction of performance and shall collect, report, and remit all applicable state and local sales, use, and gross-receipts taxes. Organizer assumes no responsibility for Vendor's tax collection or remittance obligations.

**Labor.** If Vendor employs any workers in connection with this Agreement, Vendor shall comply with all applicable labor laws, including the federal Fair Labor Standards Act (29 U.S.C. §201 et seq.) and applicable state wage-and-hour laws.

**Representations.** Vendor represents and warrants that, as of the Effective Date, Vendor (a) has the legal authority to enter into this Agreement; (b) holds, or will hold by the Event start date, all licenses and permits required to perform; (c) the performance of this Agreement does not conflict with any other obligation of Vendor; and (d) Vendor's goods comply with all applicable product safety regulations.

### **4. Insurance**

Vendor shall, at Vendor's expense, procure and maintain in force for the term of this Agreement:

1. **Commercial General Liability** insurance with limits of not less than **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate, including coverage for premises/operations, products/completed operations, personal and advertising injury, and contractual liability;
2. and such additional coverage as any venue or applicable law requires.

**Additional insured.** Organizer, its officers, directors, employees, and agents (and, if applicable, the venue owner/operator) shall be named as additional insureds on Vendor's Commercial General Liability policy on a primary and non-contributory basis.

**Certificate of Insurance.** Vendor shall deliver a Certificate of Insurance evidencing the above coverages to Organizer not later than **14 days** before the Event start date (or, for ongoing services, before

performance begins). Failure to deliver a conforming Certificate is a material breach.

## 5. Indemnification

Vendor shall defend, indemnify, and hold harmless Organizer and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Vendor's participation in or performance under this Agreement, (b) any act or omission of Vendor, its employees, agents, contractors, or invitees, (c) any breach by Vendor of this Agreement or any representation or warranty herein, (d) any injury to or death of any person or damage to property caused in whole or in part by Vendor, Vendor's goods, or Vendor's services, and (e) any failure by Vendor to comply with applicable law (including tax, licensing, food-safety, and alcohol-service laws). This indemnification shall survive termination of this Agreement.

## 6. Default, Cure, and Termination

**Events of default.** Each of the following shall constitute an "Event of Default": (a) failure to make a required payment when due; (b) insolvency, bankruptcy, or general assignment for the benefit of creditors of either Party; (c) the Party's property becoming subject to any levy, seizure, or creditor action that materially impairs performance; (d) failure to make available or deliver the goods or services in the time and manner provided for in this Agreement; (e) material breach of any representation or warranty; (f) Vendor's loss, suspension, or non-renewal of any required license or permit; (g) Vendor's engagement in conduct that materially violates the Event rules, venue rules, or applicable law; or (h) subletting or sublicensing booth/space in violation of Section 11.

**Notice and cure.** Upon an Event of Default, the non-defaulting Party may deliver written notice to the defaulting Party describing the default in reasonable detail. The defaulting Party shall have **5** day(s) from the effective date of such notice to cure the default. Unless waived by the Party providing notice, the failure to cure within such period shall result in automatic termination of this Agreement.

**Remedies cumulative.** All remedies under this Agreement are cumulative and in addition to any remedies available at law or in equity. Neither Party waives any remedy by electing another.

**Organizer's right to remove.** Organizer reserves the right to immediately remove Vendor and Vendor's personnel from the Event premises if Vendor engages in conduct that is illegal, disruptive, unsafe, or in material violation of Event rules or applicable law. In the event of removal for cause, no refund of fees shall be due, and Vendor remains liable for all damages caused by such conduct.

## 7. Cancellation and Refunds

**Vendor withdrawal.** If Vendor withdraws from the Event more than **30** days before the Event start date, Organizer shall refund fees paid, less the non-refundable deposit and Organizer's documented costs. If

Vendor withdraws within 30 days of the Event start date, no refund shall be due and any unpaid balance becomes immediately due and payable.

**Organizer cancellation.** If Organizer cancels the Event for any reason other than a force majeure event or Vendor default, Vendor shall receive a full refund of all fees paid.

**Force majeure.** Neither Party shall be liable for any failure or delay in performance (other than payment obligations that accrued prior to the force majeure event) caused by acts of God, natural disasters, war, terrorism, civil disturbance, strikes or other labor disputes, government-mandated closures, public-health emergencies or pandemics, venue unavailability, fire, flood, or other events beyond the Party's reasonable control. If the Event is cancelled due to a force majeure event, Vendor shall receive a pro-rata refund of fees paid, net of Organizer's documented and non-recoverable costs. If the force majeure event continues for more than sixty (60) days, either Party may terminate this Agreement on written notice.

## 9. State and Local Compliance

The following requirements apply because the Event or performance occurs in the State of [STATE]. Vendor's failure to satisfy any of the following is a material breach.

## 10. ADA Accessibility

If the Event is held at a place of public accommodation subject to Title III of the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), (a) Organizer shall be responsible for general accessibility of the venue, common pathways, restrooms, and Event signage; (b) Vendor shall be responsible for accessibility of Vendor's own booth, display, and point-of-sale interactions, including unobstructed aisle width within Vendor's space, accessible surfaces for service, and reasonable modifications requested by attendees with disabilities. Each Party shall promptly notify the other of any known accessibility issue within the other Party's responsibility.

## 11. Assignment and Subletting

Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Organizer may assign this Agreement, without Vendor's consent, to a successor event management company or to a successor in interest in connection with a sale or reorganization of Organizer's business, provided the assignee agrees in writing to be bound hereby. **Vendor is expressly prohibited from subletting, sublicensing, or permitting any third party to occupy or use the booth/space or to sell goods or services in Vendor's name, without Organizer's prior written consent. Violation entitles Organizer to immediate termination and forfeiture of all fees paid.**

## 12. Dispute Resolution

**Mediation, then arbitration.** Before initiating any formal proceeding, the Parties shall first engage in good-faith negotiation for fifteen (15) days and, if unresolved, in non-binding mediation under the AAA Commercial Mediation Rules in [VENUE CITY FOR COURTS ARBITRATION], [STATE]. If mediation does not resolve the dispute within thirty (30) days after the mediation demand, the dispute shall be resolved by binding arbitration administered by the AAA under its Commercial Arbitration Rules in [VENUE CITY FOR COURTS ARBITRATION], [STATE]. Either Party may seek temporary injunctive relief in court to preserve the status quo.

**Small claims carve-out.** Notwithstanding the foregoing, either Party may bring any dispute involving less than ten thousand dollars (\$10,000) in controversy in the small claims court located in [VENUE CITY FOR COURTS ARBITRATION], [STATE].

## 13. General Provisions

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to conflict-of-laws principles.

**Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all prior oral or written agreements concerning the subject matter of this Agreement.

**Amendment.** This Agreement may be modified or amended only by a written instrument signed by **both** Parties.

**Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision hereof.

**Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to be enforceable while preserving the Parties' original intent.

**Notices.** Any notice required or permitted under this Agreement shall be sufficiently given if delivered in person, by certified mail (return receipt requested), or by nationally recognized overnight courier, to the addresses set forth in the opening paragraph, or to such other address as a Party may designate in writing. Notices may also be delivered by email, which shall be deemed received twenty-four (24) hours after sending unless the sender receives a bounce-back or other non-delivery notification. Email notice addresses: Organizer — ; Vendor — . A Party may update its notice addresses by written notice to the other Party.

**Relationship of the Parties.** Nothing herein creates any employment, agency, partnership, joint venture, or franchise relationship between the Parties. Vendor is an independent contractor.

**Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. Electronic signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and applicable state Uniform Electronic Transactions Act.

**Survival.** The provisions of Sections 3 (Compliance), 5 (Indemnification), 6 (Default), 12 (Dispute Resolution), and this Section 13 shall survive expiration or termination of this Agreement.

## Signatures

IN WITNESS WHEREOF, the Parties have executed this Vendor Agreement as of the Effective Date.

### Organizer

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### Vendor

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Exhibit A — Event Rules and Regulations

The following Event Rules and Regulations are incorporated by reference into this Agreement. Vendor acknowledges receipt and agrees to comply. Organizer may update the Event Rules from time to time on reasonable notice; material changes shall be effective no earlier than seven (7) days after written notice to Vendor.

1. **Booth standards.** Vendor shall maintain a clean, safe, and professional appearance within its assigned space and shall not display materials outside the space boundaries.
2. **Permitted and prohibited items.** Vendor may sell only the goods and services described in Section 1 of this Agreement. Weapons (unless Vendor is a licensed dealer operating within a dedicated section), controlled substances, counterfeit goods, and any items that infringe third-party intellectual property are prohibited.

3. **Noise and conduct.** Vendor shall keep noise at reasonable levels, shall not engage in aggressive or harassing sales practices, and shall treat attendees, Organizer personnel, and other vendors with respect.
4. **Cleanup.** Vendor is responsible for maintaining its space in clean condition throughout the Event and for restoring the space to its original condition at breakdown. Any damage is Vendor's responsibility.
5. **Safety.** Vendor shall comply with all fire, electrical, and crowd-safety directives issued by Organizer or the venue.
6. **Aesthetic standards.** Signage and display materials shall comply with any Event theme or aesthetic guidelines issued by Organizer.
7. **Updates.** Any updates to these Event Rules will be delivered to Vendor by the notice methods provided in Section 13.