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Vendor Agreement

This Vendor Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties:

_____, a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____
Email: _____

and

_____, a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____
Email: _____

Hereinafter, "Organizer" will refer to and be used to describe the following party: _____. "Vendor" will refer to and be used to describe the following party: _____. Organizer and Vendor may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Organizer will be hosting an event entitled as follows: _____ (the "Event");

WHEREAS, Organizer is permitting certain vendors to sell at the Event;

WHEREAS, Vendor is a seller of certain goods, as discussed more fully below, and would like to sell at the Event;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Vendor will be permitted to sell certain goods at the Event, subject to the items listed herein. Organizer agrees to provide space for Vendor at the Event, which space shall be chosen in advance. Organizer agrees to provide the following minimum amount of square footage for Vendor: 2 sq. feet.

Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other. The Parties' status at all times will continue to be that of an independent contractor relationship.

Article 2 - GOODS:

Vendor is engaged in the business of selling the following goods (the "Goods"):

_____

The Goods listed herein are the only goods permitted to be sold at the Event.

Vendor hereby warrants that the Goods being sold are of the utmost quality and are safe and legal to be sold under all applicable state and federal laws.

Article 3 - DESCRIPTION OF EVENT:

The details of the Event are as follows:

Name of Event: _____

Description of Event:

_____

Venue & Address of Event:

_____

Dates of Event: _____

Timing of Event:

_____

Approximate Number of Attendees Expected: 2

Vendor is expected to remain open all hours of the Event unless specifically directed otherwise by Organizer.

Article 4 - SETUP AND TAKEDOWN:

Vendor shall be permitted to set up any and all required facilities or items on the following date and time:

Date for Setup: _____

Time for Setup: _____

Vendor shall have all required facilities or items taken down by the following date and time:

Date for Takedown: _____

Time for Takedown: _____

Article 5 - STAFF:

Vendor shall maintain adequate staff at Vendor's own expense to ensure organizational flow at the Event.

Article 6 - PAYMENT:

To be permitted to sell the Goods at the Event, Vendor shall pay Organizer the following fee:

$2 (two US dollars), as a fixed fee for vending at the Event

Organizer shall also be provided a percentage of Vendor's gross daily receipts. The percentage amount shall be as follows: 100% (one hundred percent). Gross daily receipts shall mean the sum of the monies received by Vendor for Goods sold that day, before itemized expenses and losses.

Organizer will accept the following forms of payment:

_____

Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Vendor or Organizer shall be the sole and exclusive responsibility of each, respectively.

Article 7 - INSURANCE:

Vendor is responsible for maintaining adequate insurance as appropriate to Vendor's Goods and sales. Organizer will not provide additional insurance coverage and will not be responsible for any damage or loss.

Article 8 - CLEANING:

Vendor shall be responsible for maintaining the space provided by Organizer in a clean and orderly manner. Vendor shall be responsible for all trash removal at the close of the Event each day and at the close of the Event. If Vendor does not keep the space clean, Organizer may undertake the cleaning services and charge Vendor the amount needed.

Article 9 - NO RESPONSIBILITY FOR WATER, ELECTRIC:

Organizer is not responsible for providing Vendor any water, electric, sewage, telephone or other extra services. If Vendor utilizes these services, Vendor is solely and exclusively responsible for payment.

Article 10 - NO FIXTURES:

Vendor shall not be permitted to attach anything to the premises where the Event is

being held, including signs or placards. Vendor may not put up any fixtures. Any items that Vendor would like to display must be temporary only.

Article 11 - NO OUTSIDE FOOD:

Vendor is not permitted to bring any outside food or beverages into the Event. If Vendor desires, Vendor may purchase food and beverages from other vendors located inside the Event.

Article 12 -

Article 13 - INDEMNITY:

Vendor hereby agrees to indemnify Organizer, and all of Organizer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Parties' relationship under this Agreement or any transaction or matter connected with this Agreement. This clause shall not be read to provide indemnification for Organizer in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Organizer caused the damage, liability, or loss.

Article 14 - TERMINATION:

This Agreement shall terminate automatically on the following date: _____.

This Agreement may also be terminated by either Party, upon notice in writing:

a) if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

b) if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

No on-going relationship between the Parties is contemplated. The Parties may decide, through an addendum to this Agreement, to expand the scope of this Agreement, but such expansion may only be in writing and with explicit terms.

Article 15 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. Venue will be in the following county: _____. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f)

g) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

h) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

i) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

j) FORCE MAJEURE: Vendor is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural

disasters, and other acts which may be due to unforeseen circumstances, such as supplier strikes or labor disputes.

k) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement or other address as that Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Vendor:

Name: _____

Representative Name:_____

Representative Title:_____

Representative Signature:_____

Organizer:

Name: _____

Representative Name:_____

Representative Title:_____

Representative Signature:_____