



This Vendor Agreement is made effective as of the date Vendor register, by and between the Event Host of a Sisterhood Ministry Event and said, Vendor.

**WHEREAS**, the Event Host is the Organizer of said Sisterhood Ministry Event, and

**WHEREAS**, the Vendor Registrant is engaged in the business of said Vendor's Business.

**NOW, THEREFORE**, it is agreed that:

## **PURPOSE.**

Sisterhood Event Organizer agrees to provide Vendor Registrant a space to conduct said Vendor's business in the Sisterhood Ministry Event, per location indicated in Vendor's Registrant Application. The Vendor Registrant is guaranteed a specific Amount of Space Guaranteed at the Sisterhood Ministry Event of square feet of space per registrant application. The Vendor Registrant accepts the opportunity to participate as a vendor in the registered Sisterhood Ministry Event commencing and ending on the date implied in the Vendor Registrant Application. The Vendor Registrant hereby accepts the following listed conditions and limitations.

## **HOURS OF OPERATION.**

Vendor Registrant agrees to remain open from the indicated Start Time of Event to the indicated End Time of Event as specified in the Sisterhood Vendor Registration Application unless Sisterhood Event Organizer notifies said Vendor Registrant of other hours of operation.

## **INSTALLATION AND TEAR DOWN.**

The Vendor Registrant shall set up the facilities for sale on the indicated date, between the indicated set time per Sisterhood Vendor Registrant Application. The Vendor Registrant shall remove his/her facilities for sale from the Sisterhood Event location no later than the time and date specified on the Sisterhood Ministry Vendor Registrant Application.



## **PAYMENT.**

Sisterhood Event Organizer will provide said Vendor Registrant with a Space in the Building in exchange for the amount paid from the Sisterhood Ministry Vendor Registrant Application. Space locations will be assigned by Sisterhood Event Host and provided to Vendor Registrant in advance of the Event and is not refundable.

The Vendor Registrant does not have to pay any Percentage of gross daily receipts or the applicable taxes to Sisterhood Ministry Events unless specifically specified in the Vendor Registrant Application. The term "Gross Daily Receipt" shall mean the total amount charged by Vendor, its employees, agents, or licensees, for all goods and merchandise sold or services performed, whether for cash or other consideration or on credit and regardless of collections, including but not limited to orders taken at the building.

## **APPEARANCE.**

The Vendor Registrant is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes Vendor Registrant's responsibility to remove bulk trash. Should Vendor Registrant fail to keep the Space in an orderly manner will result in additional removal fees.

## **EXTRA SERVICES**

Sisterhood Ministry Event Organizer is not obliged to provide telephone, water, electrical, and drain services to the Vendor Registrant. The Vendor Registrant shall also be responsible for payment of other charges like electricity charges, water charges, taxes, etc., to the concerned authorities.



## **DISPLAYS AND SIGNS.**

All displays in the building must be free-standing. Nothing may attach to walls or columns of the building by any means at all. Signs must be free-standing. Signs should not block other vendors' shops. Signs may not attach to the walls or columns of the building.

## **QUALITY PRODUCTS.**

The Vendor Registrant shall ensure the proper quality of the products sold. The Vendor Registrant shall comply with all applicable laws as to the vendor's sales.

## **EMPLOYMENT OF STAFF.**

The Vendor Registrant chooses to employ staff; the Vendor Registrant will employ adequate staff at Vendor Registrant's own cost in order to operate the Space provided by Sisterhood Ministry Event Organizer.

## **FOOD AND BEVERAGES.**

No food or beverage may be brought into the Building by the Vendor Registrant from outside. The Vendor Registrant shall purchase all foods and beverages from facilities provided for the event.

## **INSURANCE.**

The Vendor Registrant is solely responsible to obtain insurance coverage on property brought into the Building. The Vendor Registrant assumes full responsibility for items left in the facility. Sisterhood



Ministry Event Organizer accepts no liability for lost, stolen, or damages property and is not required to carry additional insurance to cover Vendor Registrant's property.

## **INDEMNIFICATION.**

The Vendor Registrant agrees to indemnify and hold Sisterhood Ministry and Sisterhood Ministry Event Organizer harmless from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Sisterhood Ministry Event Organizer that result from the acts or omissions of Vendor Registrant and/or Vendor Registrant's employees, agents, or representatives. Sisterhood Ministry Event Organizer shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting Sisterhood Ministry's products and services at the Event.

## **DEFAULT.**

The occurrence of any of the following shall constitute a material default under this Agreement:

- The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

## **REMEDIES.**

In addition to any and all other rights, a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing



notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

## **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, concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

## **SEVERABILITY.**

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will 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 will be deemed to be written, construed, and enforced as so limited.

## **AMENDMENT.**

This Agreement may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

## **WAIVER OF CONTRACTUAL RIGHT.**

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 of this Agreement.



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## **ASSIGNMENT.**

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

## **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between parties with respect to the subject matter hereof.