

Vendor Agreement

This is an agreement between PrettyWork Creative LLC DBA This Woman Knows (hereafter referred to as "Host") and _____ of _____ (hereafter referred to as "Vendor") and is effective _____.

WHEREAS, the This Woman Knows is the Organizer and renter of Trinity Vineyard Church located at 17150 Spring Cypress Rd, Cypress, Texas 77429 (herein after referred as the 'Building'), where the Cypress African Dance Class + Marketplace will be conducted.

The Cypress African Dance Class + Marketplace will take place at the Building on October 6, 2018 , starting at 10 AM, and has the legal ability to issue a license for concession for vending during the above mentioned Event.

Vendor desires to vend _____ at and during the above mentioned Event, and has issued the Host a sum of \$25.00 for a license to vend at the Event.

The Host and Vendor parties both agree to the following terms:

1. Vendor will be given access to the place that is agreed upon by both parties at 10 AM to set up the Vendor's station, goods to be sold, and anything else that is needed and customary to vend at that specific location.
2. The Vendor will not vend any items or services that are not disclosed here at the Event without prior written consent from the Host. Items that will be sold: _____
3. Vendor's station shall be a six-foot table with two chairs; and shall be clean and orderly; and shall follow all applicable laws and regulations of the County and State of said Event.
4. Vendor's staff may exhibit that goods are for sale only while the staff is within the area of the vendor's specified location.
5. Vendor's staff will be properly dressed and their appearance will be clean and neat and they shall conduct themselves in an orderly fashion.
6. There is to be no loud distracting music, noise, and or sound amplification devices used by Vendor's staff at the above mentioned Event.
7. Vendor will have from 12:30 PM to 1 PM to dismantle and remove all items brought to the Event by Vendor. Vendor shall leave the location free from trash and in similar condition that it was in before the Vendor was there.
8. Vendor agrees to hold the Host free from any damages or claims that may develop in connection with participating in the above mentioned Event.
9. Vendor agrees that 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 vendor's shops. Signs may not attach to the walls or columns of the building.

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

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

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

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

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 (including without limitation the failure to make a monetary payment when due), 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 Seven 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.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue

mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

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

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Texas.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

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.

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.

In agreement to the above mentioned terms a representative of the Event and Vendor sign below:

Signature of the Vendor

Date _____

Signature of Organizer

Date _____

PrettyWork Creative LLC dba This Woman Knows
Lisa N. Alexander
Owner