VENDOR AGREEMENT

This Vendor Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Company (the business buying from or hosting the vendor): _____, mailing address _____.

Vendor (the supplier): _____, mailing address _____.

1. SCOPE OF SUPPLY

The Vendor will supply (check all that apply): [ ] goods; [ ] services; [ ] food, goods or services at events. Description: _____.

Specifications, quality standards or service levels (if any): _____.

Exclusivity (check one): [ ] none; the Company may buy from others and has no minimum order; [ ] the Company will buy all of its requirements for these goods or services from the Vendor, ordering in good faith, and the Vendor will use its best efforts to fill those orders.

2. ORDERS

The Company will order by (check one): [ ] written purchase order, which the Vendor will accept or reject in writing within _____ business days; [ ] this standing schedule: _____; [ ] email, phone or online order, binding once the Vendor confirms it in writing.

The Company may change or cancel an Order before the Vendor ships or starts work, paying unavoidable costs for goods made specially for it. If a purchase order, confirmation or invoice conflicts with this Agreement, this Agreement controls, and extra terms on those forms do not apply.

3. PRICES AND PAYMENT

Prices (check one): [ ] this price schedule: _____; [ ] a fixed fee of $_____ per _____; [ ] quoted for each Order. Price changes (check one): [ ] only by signed amendment; [ ] on _____ days' written notice, for later Orders only, and the Company may end this Agreement instead of accepting an increase.

The Vendor will invoice [ ] after each delivery or service visit [ ] monthly. The Company will pay correct invoices within _____ days, may withhold amounts disputed in good faith with written notice, and pays sales tax stated on the invoice unless exempt.

Event vendors who sell to attendees instead pay the Company a vendor fee of $_____ per _____, keep their own sales and pay their own sales taxes.

Late amounts bear interest at the lower of _____% per month or the highest rate the governing law allows (leave blank for no late charges).

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4. DELIVERY, INSPECTION AND WARRANTIES

Goods are delivered (check one): [ ] F.O.B. destination (the Vendor carries cost and risk until delivery to the Company); [ ] F.O.B. the Vendor's shipping point (risk passes to the Company when the goods are given to the carrier); [ ] by Company pickup; [ ] under the Incoterms® 2020 rule _____. Delivery is due on the date in the Order or within _____ days after the Order is accepted. Title passes with risk of loss.

The Company may reject nonconforming goods or services by written notice within _____ days after delivery or performance. The Vendor will replace, re-perform, refund or credit them at its own cost.

The Vendor warrants for _____ months that goods conform to the Order and are free from defects in materials and workmanship, and that services are performed in a professional and workmanlike manner. Check if limited: [ ] EXCEPT FOR THESE EXPRESS WARRANTIES, THE VENDOR MAKES NO OTHER WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. EVENTS (EVENT AND FOOD VENDORS ONLY)

Event dates and location: _____. The Vendor will hold every required permit, follow food safety codes and the venue's rules, set up and clean up within the times the Company gives it, and serve alcohol only under a valid license (check if allowed: [ ]). If the Company cancels an event date, it will refund or credit any vendor fee for that date.

6. INSURANCE, COMPLIANCE AND CONFIDENTIALITY

The Vendor will carry (check all that apply): [ ] general liability; [ ] products and completed operations; [ ] auto liability; [ ] workers' compensation; [ ] professional liability; [ ] liquor liability, with limits of at least $_____ per occurrence, naming the Company as an additional insured and giving certificates before work starts.

The Vendor will comply with all laws, hold all permits, and pay and supervise its own personnel. Additional duties: _____.

Each party will keep the other's non-public information confidential during the Term and for three years after it ends.

7. INDEMNITY AND LIABILITY

The Vendor will defend and indemnify the Company against third-party claims arising from defective goods, injury or property damage caused by the Vendor or its staff, infringement, and the Vendor's breach or violation of law. Check if mutual: [ ] the Company will do the same for claims caused by its negligence, its specifications or its breach.

NEITHER PARTY IS LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES. EACH PARTY'S TOTAL LIABILITY IS LIMITED TO $_____ (leave blank for no cap), except for indemnity, confidentiality, injury or property damage, amounts owed, and gross negligence or willful misconduct.

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8. TERM AND TERMINATION

This Agreement lasts (check one): [ ] _____ months, renewing for the same period unless either party gives _____ days' notice; [ ] _____ months, then ends; [ ] until either party ends it on _____ days' written notice.

Either party may end this Agreement if the other materially breaches it and does not cure within _____ days after written notice, or, to the extent the law allows, if the other becomes insolvent. When it ends, the Company may have accepted Orders completed or cancel them, paying for conforming goods and work already delivered.

The Vendor is an independent contractor, controls how it does its work and pays its own taxes and staff.

9. GOVERNING LAW AND GENERAL TERMS

The laws of the State of _____ govern this Agreement, including its version of Article 2 of the Uniform Commercial Code for sales of goods. Disputes will be resolved (check one): [ ] in the courts of _____ County; [ ] by mediation, then court; [ ] by binding arbitration.

This Agreement and the Orders under it are the complete agreement of the parties and can be changed only in a signed writing. Neither party may assign it without consent, except to a buyer of its business. If any part is unenforceable, the rest stays in effect. This Agreement may be signed in counterparts and electronically. Date signed: _____.

Additional terms: _____

SIGNATURES

Company

Signature: _____ Date: _____

Printed Name: _____

Vendor

Signature: _____ Date: _____

Printed Name: _____

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