

girl tribe POPUP

This Vendor Agreement (this “Agreement”) is entered into by you, the vendor, (hereinafter, “you” or “Vendor”) and Girl Tribe Pop Up and sets out the the terms and conditions governing your participation in the Girl Tribe Pop Up (each, an “Event”). By participating as a vendor at any Event you acknowledge that you have read and agree to the terms set out below.

Application & Payment: In order to participate in any event (even if you have participated in prior Events) Vendor must fill out an application for each Event (each an “Application”) specifying the details of your requested participation in the Event, and send in the required payment. Exact dates, prices and instructions are listed on the Application for each Event. Additional details relating to the Event(s) can be found in the [FAQ](#). Space is limited and Girl Tribe Pop Up reserves the right to accept or reject any Vendor in its sole discretion. Girl Tribe Pop Up does not guarantee that Vendor will get the size or type of spot they applied for. When and if Vendor’s Application is accepted, Vendor will be notified via email.

Services: Once accepted, Vendor will be assigned a designated spot. Additional information about the setup for each type of spot can be found in the [FAQ](#). You are responsible for bringing fixtures and decoration to define your space. Girl Tribe Pop Up reserves the right to assign Vendor a designated spot within the Event as it sees fit. Girl Tribe Pop Up does not accept requests for specific spot assignments and cannot guarantee that Vendor’s assigned spot will be free from structural or architectural obstructions. Vendors needing will be charged an additional fee.

Term: This Agreement commences upon your completion of the Application to be a vendor at any Event(s) and shall continue in effect through your participation in such Event(s), unless otherwise terminated in accordance with the terms contained herein.

Liability: Girl Tribe Pop Up shall not be responsible for any loss or damage incurred by Vendor, including, without limitation, damage to Vendor’s property, loss of sales, or injury to or death of Vendor (or its agents, employees, and/or personnel). Girl Tribe Pop Up’s maximum liability arising out of or relating to this Agreement shall not exceed, in the aggregate, the amounts paid to it by Vendor, and in no event shall Girl Tribe Pop Up be liable for any consequential, incidental, indirect, punitive or special damages regardless of the cause of such damages. Vendor expressly assumes all risks of loss, damage, liability, injury, or destruction resulting from any cause whatsoever, including but not limited to acts or omissions by Vendor, and hereby releases and waives any claims against Girl Tribe Pop Up related to such loss, damage, liability, injury,

and/or destruction. Vendor covenants that it shall be fully responsible for any damages resulting from its participation in any Event, and agrees to indemnify, defend, and hold Girl Tribe Pop Up (and its officers, employees, agents, vendors, affiliates, and representatives) harmless against any claims arising out of or related to Vendor's participation in any Event, including for claims arising out of Vendor's negligent actions or omissions.

Representations and Warranties: Girl Tribe Pop Up makes no representation, guarantee, or warranty with respect to any Event. All warranties, express or implied, are hereby disclaimed, including, without limitation, the warranties of marketability and fitness for a particular purpose. Girl Tribe Pop Up does not guarantee any level of attendance at the Event and there will be no refund to Vendors, under any circumstances, except as expressly provided for herein, even after the Event is over. The vendor list, map, and spot assignments are subject to change without notice.

Cancellations: If there is a cancellation:

1. **By Vendor:** If Vendor needs to cancel, they must notify Girl Tribe Pop Up by email to Emmalie@shoppinksocial.com. Any cancellations will not receive a refund. By cancelling, Vendor forfeits their spot at the Event.
2. **By Girl Tribe Pop Up :** If a cancellation of the Event by Girl Tribe Pop Up is necessary due to unforeseen circumstances, acts of a third party, or other circumstances which (in Girl Tribe Pop Up's sole judgment) may compromise the safety of Event participants, then the Event will not be rescheduled and there will be no refunds to Vendor.

Assignment: Vendor may not assign this Agreement to any third party, or delegate any of its obligations without the written consent of Girl Tribe Pop Up. Only the accepted Vendors will be allowed to sell or distribute their goods or services, and/or conduct activities at the Event.

Termination:

1. **Termination for Convenience:** This Agreement may be terminated by Girl Tribe Pop Up at any time, with or without cause, immediately upon notice to the Vendor.
2. **Termination for Default:** Either party may terminate this Agreement immediately upon notice to the other party in the event of a breach or default by the other party of any term, condition, or covenant of this Agreement.

Code of Conduct:

1. You agree to read and abide by all directives, regulations, and Event rules provided to you, including those sent via email to the email address provided on your Application. Girl Tribe Pop Up reserves the right to decline, prohibit, or expel any Vendor exhibit, or prevent any activity, displays, product, or conduct, which (in Girl Tribe Pop Up's sole judgment) is out of keeping with the character of the Event or endangers the venue, any attendee, or other vendors.
2. Vendor and its agents, employees, personnel, and/or independent contractors who participate in the Event agree to be bound by this Agreement and shall comply with its

terms and all Event rules, regulations, and directives as expressed to Vendor by Girl Tribe Pop Up in any way at any time. The terms of this Agreement, including any limitations and waivers, inures to the benefit of Girl Tribe Pop Up and its affiliates and Event co-producers and sponsors.

Miscellaneous:

1. The relationship of Vendor to Girl Tribe Pop Up is that of an independent contractor, and nothing contained in this Agreement will be construed as creating a partnership, joint venture, employment relationship, agency, or other relationship between the parties, or to make Girl Tribe Pop Up liable for the debts or obligations of Vendor.
2. This Agreement, any Event rules and regulations provided to Vendor by Girl Tribe Pop Up or Girl Tribe Pop Up's affiliates, and the Application completed by Vendor constitute the entire Agreement and understanding between the parties hereto with respect to Vendor's participation in the Event.
3. If any term herein is determined to be unlawful or unenforceable then that term will be severed and the remainder of the Agreement will remain in force.
4. No amendment or revision to this Agreement shall be effective unless agreed to in writing by Girl Tribe Pop Up.
5. This Agreement is non-exclusive and Girl Tribe Pop Up reserves the right to contract with other vendors for the Event.
6. Any delay or failure by Girl Tribe Pop Up to exercise any right or power under this Agreement shall not be construed to be a waiver of said right or power or any other right or power under this Agreement.