



# VENDOR AGREEMENT



This Agreement is between Girl Tribe, LLC and the signatory at the end of this agreement (“Participant”). This Agreement must be signed by the Participant and submitted prior to each Event in which the Participant will act with the highest regard for the safety of the attendees and other participants of the Event, and will adhere to all laws, policies, rules, and regulations applicable to the goods and/or activities of Participant at the Event and fulfill its obligations under this Agreement.

## ★ 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 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 Vendor FAQ. Space is limited and Girl Tribe, LLC reserves the right to accept or reject any Vendor in its sole discretion. Girl Tribe, LLC 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. Vendor is responsible for bringing all fixtures and decoration to define your space. Girl Tribe, LLC reserves the right to assign Vendor a designated spot within the Event as it sees fit. Girl Tribe, LLC does not accept requests for specific spot assignments and cannot guarantee that Vendor’s assigned spot will be free from structural or architectural obstructions. Girl Tribe, LLC reserves the right to move Vendor’s assigned spot after final layout has been sent out. Vendors needing electricity will be charged an additional fee. Vendors that have paid for electricity are not guaranteed wattage and will be determined per event venue.

## ★ 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.

In connection with the performance of this Agreement, Vendor will learn and become privy to certain proprietary information of Girl Tribe, which includes, but is not limited to, information about the organization, logistics, vendors and suppliers, marketing, operation, and other similar matters of the hosting of a "pop-up" event, meaning a retail and social event where multiple independent retailers are hosted in one central location where a combination of goods, food and beverage, service, and other similar businesses to make their business offerings available to consumers (collectively, the "Proprietary Information"). As a result of this Agreement, Vendor will have access to Girl Tribe's Proprietary Information.

As consideration for the execution and consummation of this Agreement, Vendor agrees that Vendor will not disclose, publish, or use, without Girl Tribe's prior written consent, any Proprietary Information. Without limiting the foregoing, Vendor expressly covenants that Vendor will not, without Girl Tribe's prior written consent, host or assist any third party in hosting any event that is the same or substantially similar to any pop-up event during the 18-month period following the termination of this Agreement within a radius of 50 miles from the location of the event that is the subject of this Agreement.

## ★ LIABILITY:

Girl Tribe, LLC shall not be responsible for any loss or damage incurred by Vendor, including, without limitation, damage to Vendor's property, loss of sales, stolen property/goods or injury to or death of Vendor (or its agents, employees, and/or personnel). Girl Tribe, LLC'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, LLC 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, LLC 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, LLC (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. Vendor hereby indemnifies and holds Girl Tribe, LLC harmless for any amounts, fees, costs, or expenses incurred by Girl Tribe, LLC as a result of Vendor's violations of any requirements of this Agreement or the property owner's rules and requirements.

## ★ INSURANCE:

Vendor represents that it has, or will have at the time of the Event, appropriate insurance to cover liability for the types of activities Vendor will conduct at the Event.

## ★ REPRESENTATIONS AND WARRANTIES:

Girl Tribe, LLC 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, LLC 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, LLC by email to [popup@girltribeco.com](mailto:popup@girltribeco.com). If cancellation notification is received within 24 hours of payment, Vendor will receive a full refund. If Vendor cancels after 24 hours of payment, Vendor will not receive a refund. By cancelling, Vendor forfeits their spot at the Event. There will be no refunds, under any circumstances, after the Event is over.

2. By Girl Tribe, LLC : If a cancellation of the Event by Girl Tribe, LLC is necessary due to unforeseen circumstances, acts of a third party, or other circumstances which (in Girl Tribe, LLC'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, LLC. Only the accepted Vendors will be allowed to sell or distribute their goods or services, and/or conduct activities at the Event.

## ★ TERMINATION:

This Agreement may be terminated by Girl Tribe, LLC at any time, with or without cause, immediately upon notice to the Vendor.

## ★ NON-DISPARAGEMENT:

Neither Girl Tribe nor Vendor will issue, authorize or condone any comments or statements to the media, or to any individual or entity with whom or which the other party or any of its subsidiaries or affiliates has a business relationship, or to any other individual or entity, which disparages, criticizes or otherwise reflects adversely upon such other party or any of its subsidiaries or affiliates or their respective products, services, officers, directors, or employees. The foregoing includes any statements which directly identify the other or taken in context could reasonably cause a regular observer of the speaker to know the identity of the other as the subject of the communication.

## ★ 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, LLC reserves the right to decline, prohibit, or expel any Vendor exhibit, or prevent any activity, displays, product, or conduct, which (in Girl Tribe, LLC'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, LLC in any way at any time. The terms of this Agreement, including any limitations and waivers, inures to the benefit of Girl Tribe, LLC and its affiliates and Event co-producers and sponsors.

3. Vendor agrees to notify upper level Girl Tribe staff of any major problems that occur. Vendor agrees to treat everyone with respect and acknowledges that event are subject to change as Girl Tribe, LLC sees best fit.

4. Girl Tribe, LLC reserves the right to eject Vendor upon conduct that does not benefit the whole of the event.

### ★ MISCELLANEOUS:

1. The relationship of Vendor to Girl Tribe, LLC 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, LLC liable for the debts or obligations of Vendor.

2. This Agreement, any Event rules and regulations provided to Vendor by Girl Tribe, LLC or Girl Tribe, LLC'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, LLC.

5. This Agreement is non-exclusive and Girl Tribe, LLC reserves the right to contract with other vendors for the Event.

6. Any delay or failure by Girl Tribe, LLC 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.

7. This agreement must be signed before Vendor can access load in during week of event. Without signature completion, Vendor's assigned spot may be subject to change or will be revoked.