

## Vendor Agreement

This Vendor Agreement is made effective as of \_\_\_\_\_, by and between Empowerment Chambers LLC. dba Empowerment Networking Organization (ENO) of 409 E Utopia Rd, Phoenix, Arizona 85024, and \_\_\_\_\_ ("Vendor") of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, the ENO is the Organizer and renter of venue for the Empowerment Business Expo May 9th 2024 at Franciscan Renewal Center 5802 E. Lincoln Dr. Scottsdale, AZ 85253. Vendor is engaged in the business of \_\_\_\_\_.

NOW, THEREFORE, it is agreed that:

**PURPOSE.** ENO agrees to provide Vendor space to conduct Vendor's business in Empowerment Networking Expo May 9th 2024. Vendor's use of ENO's building is limited to the space selected by ENO as identified prior to the event. In general, Vendor is guaranteed a minimum of \_\_\_\_\_ (vendor package). Vendor accepts the opportunity to participate as a vendor in the Empowerment Networking Expo May 9th 2024. Vendor hereby accepts the following listed conditions and limitations.

**HOURS OF OPERATION.** ENO area shall remain open from 9:30am to 3:30 pm each day the Event is in progress, unless ENO notifies Vendor of other hours of operation.

**INSTALLATION AND TEAR DOWN.** Vendor shall set up the facilities for sale on May 9th, 2024, between 8:00am and be completed by 9am. Vendor shall remove his/her facilities for sale from the Building no later than 5:00 pm no earlier on May 09, 2024.

**PAYMENT.** Vendor is provided with the Space in the Building in exchange for \$0.00 (vendor package) to paid upon signing this Agreement. Space locations will be assigned by ENO and provided to Vendor in advance of the Event.

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

**EXTRA SERVICES.** ENO is not obliged to provide telephone, water, electrical and drain services to Vendor. Vendor 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 vendor's shops. Signs may not attach to the walls or columns of the building

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

**EMPLOYMENT OF STAFF.** Vendor will employ adequate staff at Vendor's own cost in order to operating the Space provided by PMCC.

**INSURANCE.** Vendor is solely responsible to obtain insurance coverage on property brought into the Building. Vendor assumes full responsibility for items left in the facility. ENO accepts no liability for lost, stolen or damages property and is not required to carry additional insurance to cover Vendor's property.

**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.
- d. 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 (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 3 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, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, 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. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance 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.

**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 Arizona.

**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.

**SIGNATORIES.** This Agreement shall be signed on behalf of ENO by Phil Guinouard, Jack Duchene or Micah Watkins, Owners and on behalf of Vendor by \_\_\_\_\_ and shall be effective as of the date first written above.

Organizer:

Empowerment Chambers LLC. dba Empowerment Networking Organization

By: \_\_\_\_\_

Date: \_\_\_\_\_

Phil Guinouard, Jack Duchene or Micah Watkins  
Owners

Vendor:

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_