**Third-Party Vendor Agreement**

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VENDOR AGREEMENT

This Agreement is hereby entered into by (Event Host Name), “Event Host,” and (Vendor Name), “Vendor,” and for the express purpose of providing services in accordance with the terms and conditions as set forth herein,

**I. Purpose**

The Vendor shall provide goods as services, as outlined below and in accordance with the “Scope of Engagement” for the Event Host and during the Event to be held on (date) at (time), located at (address of event), the Event Location.

**II. Scope of Engagement**

 The purpose of the Event is (celebration, wedding, birthday, festival, etc.) and the Vendor’s role shall generally be to (serve food and drinks, photograph the event, perform music for the guests). The Vendor shall arrive at the Event Location on (date) beginning at (Vendor Arrival Time) or such time that is necessary for the Vendor to begin providing the above mentioned services at (Vendor Performance Time).

 The Scope of the Vendor’s services shall be described as follows:

(List specific services the Vendor is required to perform)

These services shall be completed by (time) on (date).

 Vendor shall provide services continually throughout the duration of the Event, unless otherwise specified, and with the exception of necessary breaks. The Event shall end at (time) on (date), at which time Vendor’s performance under this Agreement shall be complete, unless deliverable goods are specified in this Agreement.

 Any deliverable goods that are required as part of this Agreement are specified and included herein:

 (List of specific goods the Vendor is required to produce)

 These deliverable goods shall be delivered to the Host no later than (time) on (date).

**III. Fee Schedule**

Prior to the Event but no later than (number) of days before the Event, the Host shall make an initial deposit of $(dollars) to the Vendor. On (date), the day following the Event, by close of business, the Host shall make full payment to the Vendor of $(dollars). This payment represents the full and final amount due to the Vendor for performance during the Event.

 If deliverable goods are required under this Agreement, the Host shall pay $(dollars) on (date), or once the goods have been delivered to the Host, whichever date is later.

 The following methods of payment are agreeable to both Parties:

**IV. Warranties**

The Vendor represents that they have the requisite expertise and knowledge to perform and deliver in accordance with the terms and conditions of this Agreement. The Vendor warrants all goods and services, as outlined herein, for their implied warranty of merchantability and for express warranty of fitness for a particular purpose.

 The Host disclaims any warranties, implied or express, to the fullest extent of the law. The Host disclaims any expertise or knowledge of the Vendor’s services or deliverable goods and represents that all decisions requiring such are the sole responsibility of the Vendor.

**V. Compliance**

The Vendor represents that all delivered goods and services will be undertaken and performed in a manner compliant with all federal, state, and local laws and ordinances. This provision extends to the acquisition and use of any and all applicable permits or licenses necessary for Vendor to fulfill their obligations under this Agreement.

 The Host expressly disclaims any knowledge of the legalities, permit or license requirements, or the like in the fulfillment of the Vendor’s obligations. The Host shall not partake, advise, or consult on the requirements of the legalities of the Vendor’s performance under this Agreement.

**VI. Insurance Coverage**

Vendor bears the risk of loss for any and all incidental damages which may arise as a result of preparing to perform or performing their obligations under this Agreement. Vendor represents that they have the necessary insurance coverage to protect against any loss or damage which may result by performing these obligations. Vendor shall provide proof of insurance to host ten (10) days prior to the Event.

**VII. Assignment**

Vendor is not permitted to assign or in any way transfer this License to any third party without prior written agreement signed by the Host. Any assignment shall be deemed void and without effect and shall render this Agreement invalid.

**VIII. Indemnity**

The Vendor agrees to indemnify and hold harmless The Host, its employees, representatives, staff, agents, and assigns from any and all liabilities, injuries, losses, damages, claims, causes of action, attorneys’ fees, and costs against all but allegations related to gross negligence or willful misconduct.

**IX. Entire Agreement**

This Agreement, including the addendums referenced herein and attached hereto, constitutes the entire Agreement between the Parties. No communications, representations, or statements made prior to or contemporaneously with this Agreement shall be deemed effective.

 Modifications or later agreements shall be deemed effective only if they are expressly conveyed in writing and signed by both Parties.

**X. Governing Law**

This Agreement and any dispute arising under or relating to it will be governed under the laws of the State of (YOUR STATE). Both Parties expressly consent to the personal jurisdiction of the state and federal courts of (YOUR STATE). The Parties further agree that these courts shall have exclusive jurisdiction over any such action or proceeding.

**XI. Severability**

If for any reason any competent court with jurisdiction deems that any provision within this Agreement is void, invalid, or ineffective, the remaining provisions shall continue with full force and effect.

**XII. Authority**

The Parties represent, covenant, and acknowledge that each has full authority and capacity to enter into this Agreement and uphold the terms and conditions stated herein.

**I have read, understood, and hereby accept all terms and conditions as set forth in this Agreement.**

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Vendor Date

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Host Date