**Vendor Agreement**

This Vendor Agreement is made between Willoughby Workspaces at The Charlton Abbott/THE WAY Virtual Offices, (‘Willoughby Workspaces’) at 37903 Euclid Ave., Willoughby OH 44094 and “Vendor”.

**WHEREAS,** Willoughby Workspaces is the Organizer and renter of The Charlton Abbott located at 37903 Euclid Ave., Willoughby, OH 44094, where Stretch, Sip and Shop ‘Event’ will be conducted; and

**WHEREAS,** ‘Vendor’ is engaged in their business for the Event.

**NOW, THEREFORE,** it is agreed that:

**PURPOSE.**

Willoughby Workspaces agrees to provide Vendor space to conduct Vendor’s business, at the Event. Vendor's use of Willoughby Workspace's building is limited to the space selected by Willoughby Workspaces along with the Vendor and mutually agreed upon prior to the event. Vendor accepts the opportunity to participate as a vendor for Stretch, Sip and Shop on June 17, 2023 from 9am-2pm and hereby accepts the following listed conditions and limitations:

**HOURS OF OPERATION.**

Willoughby Workspaces will be open from 8am to 4pm on June 17, 2023. The event will be from 9am-2pm.

**INSTALLATION AND TEAR DOWN.**

Vendors may set up on Friday, June 16th from 4-7pm or Saturday, June 17th starting at 8:00am. Vendors must be ready for customers at 9am Vendors may tear down on Saturday, June 17th starting at 2pm until 4pm or make alternative arrangements.

**PAYMENT.**

Vendor Fee is $40 to participate in the event. Space locations will be confirmed upon payment and signature of this agreement. Refunds will only be issued if the event is cancelled by Willoughby Workspaces due to weather or other unanticipated event.

**EXTRA SERVICES**

Willoughby Workspaces will provide secure WiFi login information for the event. Electricity is available upon request; vendor needs to provide own extension cords. Limited tables are available for use. Furniture may not be moved without the assistance of and approval of Willoughby Workspaces staff.

**DISPLAYS AND SIGNS.**

All displays in the building must be free-standing. Nothing may attach to walls or woodwork of the building by any means at all. Signs should not block another vendor.

**INDEMNIFICATION.**

Vendor agrees to indemnify and hold Willoughby Workspaces harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Willoughby Workspaces that result from the acts or omissions of Vendor and/or Vendor’s employee’s, agents, or representatives Willoughby Workspaces shall be solely responsible for insuring all applicable laws are followed and complied with in selling and products and services at the Event.

**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 the 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, 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, work stoppages, or other labor disputes, or supplier failures. 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.

**ARBITRATION.**

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators, in turn, shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**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 Ohio.

**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 Willoughby Workspaces at The Charlton Abbott by a Representative of Willoughby Workspaces at The Charlton Abbott and on behalf of Vendor’s and shall be effective as of the date first written above.

**Organizer:**

Willoughby Workspaces at The Charlton Abbott

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

Willoughby Workspaces Representative

**Vendor:**

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature of Representative