**VENDOR AGREEMENT**

This Vendor Agreement (this “Agreement”) is entered into by you, the vendor, (hereinafter, “you” or “Vendor”) and My Brand is Black, LLC and sets out the terms and conditions governing your participation in the My Brand is Black (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**: Vendor must fill out an application for each specifying the details of your requested participation in the Event, and send in the required payment. Exact dates and instructions are listed on the Application. Additional details relating to the Event(s) can be found in the FAQ. Space is limited and My Brand is Black reserves the right to accept or reject any Vendor in its sole discretion. 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. My Brand is Black reserves the right to assign Vendor a designated spot within the Event as it sees fit. My Brand is Black does not accept requests for specific spot assignments and cannot guarantee that Vendor’s assigned spot will be free from structural or architectural obstructions.

**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**: My Brand is Black 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). My Brand is Black 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 My Brand is Black 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 My Brand is Black 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 My Brand is Black (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**: My Brand is Black 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. My Brand is Black 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 My Brand is Black by email to info@mybrandisblack.co. Cancellations for **ANY** reason will not receive a refund. By cancelling, Vendor forfeits their spot at the Event.
2. By My Brand is Black: If a cancellation of the Event by My Brand is Black is necessary due to unforeseen circumstances, acts of a third party, or other circumstances which (in My Brand is Black sole judgment) may compromise the safety of Event participants, then the Event will 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 My Brand is Black. 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 My Brand is Black 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. My Brand is Black reserves the right to decline, prohibit, or expel any Vendor exhibit, or prevent any activity, displays, product, or conduct, which (in My Brand is Black 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 My Brand is Black in any way at any time. The terms of this Agreement, including any limitations and waivers, inures to the benefit of My Brand is Black and its affiliates and Event co-producers and sponsors.

**PHOTO RELEASE:**

1. By entering My Brand is Black Popup you are consenting to be photographed filmed and/or otherwise recorded by My Brand is Black and all authorized partners. You are also granting full permission for the use of your picture and/or likeness of you to be used in any medium including without limitation your voice, photograph or video representation for any purpose in any and all media, including advertising, publicity, in-house publications and promotions. Any rights shall remain the property of My Brand is Black, LLC in perpetuity.

**Miscellaneous**:

1. The relationship of Vendor to My Brand is Black 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 My Brand is Black liable for the debts or obligations of Vendor.
2. This Agreement, any Event rules and regulations provided to Vendor by My Brand is Black or My Brand is Black 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 My Brand is Black.
5. This Agreement is non-exclusive and My Brand is Black reserves the right to contract with other vendors for the Event.
6. Any delay or failure by My Brand is Black 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.

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