



**VENDOR AGREEMENT
HAPPY RAPTOR DISTILLING**

This Vendor Agreement, hereinafter referred to as “Agreement,” is entered into and made effective as of _____ by and between the following parties:

_____, a business, organized under the laws of the state of Louisiana, having its principal place of business and point of contact as follows:

Name of Vendor Primary Contact: _____

Address: _____

Email: _____

Phone: _____

Facebook Handle (optional): _____

Instagram Handle (optional): _____

and

Happy Raptor Distilling, a limited liability company, organized under the laws of the state of Louisiana, having its principal place of business at the following address:

1512 Carondelet Street
New Orleans, LA 70130

Email: hello@happyraptor.com

Phone: 504-654-6516

Facebook Handle: @504rum

Instagram Handle: @504rum

Hereinafter, “Organizer” will refer to and be used to describe the following party: Happy Raptor Distilling. “Vendor” will refer to and be used to describe the following party: _____ . Organizer and Vendor may be referred to individually as “Party” and collectively as the “Parties”.

WHEREAS, Organizer is permitting certain vendors to sell on the premises of their business.

WHEREAS, Vendor is a seller of certain goods, as discussed more fully below, and would like to sell on the premises;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 – TERM:

This Agreement shall commence immediately upon the date of signature and shall immediately terminate one year from that date. This Agreement shall remain in effect throughout any Events in which Vendor sells on the premises of Happy Raptor Distilling.

Article 2 – SCOPE:

This Agreement sets forth the terms and conditions whereby Vendor will be permitted to sell certain goods on the premises of Happy Raptor Distilling, subject to the items herein. Organizer agrees to provide space for Vendor at the Event, which space shall be chosen in advance. Organizer agrees to provide the following minimum amount of square footage for Vendor: _____ sq. feet.

Article 3 – NO EMPLOYMENT RELATIONSHIP CREATED:

It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between Happy Raptor Distilling, on the one hand, and Vendor and any of its employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. Neither Vendor nor its employees are entitled to benefits that Organizer provides for its employees. Vendor’s relationship to Organizer is solely and exclusively that of an independent contractor. Organizer is interested only in the results to be achieved and the conduct and control of the Work shall be solely with Vendor. Vendor shall be permitted to engage in any business and perform services for its own accounts, provided that the Work is not compromised. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party’s prior written consent in each instance.

Article 4 – GOODS:

Vendor is engaged in the business of selling the following good (the “Goods”):

Vendor hereby warrants that the Goods being sold are of the utmost quality and are safe and legal to be sold under all applicable state and federal laws. Organizer reserves the right to deny the sale of any Goods not listed herein.

Article 5 – STAFFING AND EXPERTISE:

Vendor warrants to Organizer that it has sufficient staff available to perform the Work and that all individuals providing Work have the background, training and experience to perform properly the Work to be delivered under this Agreement and/or, as appropriate, for adequately supervising such individuals

at the worksite(s), and/or, as appropriate, that the good(s) it provides hereunder shall perform as the Vendor has advertised or represented to Organizer.

Article 6 – SETUP AND TAKEDOWN:

Vendor shall be permitted to set up and takedown any and all required facilities or items one hour before the start of Event, unless otherwise agreed upon in advance.

Article 7 – TAXES:

Taxes imposed upon or required to be paid by Vendor or Organizer shall be the sole responsibility of each, respectively.

Article 8 – CLEANING:

Vendor shall be responsible for maintaining the space provided by Organizer in a clean and orderly manner. Vendor shall be responsible for all trash removal incurred by their operations at the close of the Event. If Vendor does not keep the space clean, Organizer retains the right to terminate this Agreement.

Article 9 – WATER, ELECTIC, AND EQUIPMENT:

Organizer agrees to provide assistance with water and electric needs of Vendor in good faith and to be best of its ability. Vendor recognizes that Organizer does not have a kitchen and agrees to provide its own equipment to fulfill agreed upon Work. Organizer is not responsible for the operation or maintenance of Vendor equipment. Vendor agrees to prepare accordingly in the event of unforeseen interruptions in water or electric service or broken/inoperable equipment and assume all risk therein.

Article 10 – FIXTURES:

Any item that Vendor would like to display must be temporary only.

Article 11 – INDEMNITY:

Vendor hereby agrees to indemnify Organizer, and all of Organizer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Parties' relationship under this Agreement or any transaction or matter connected with this Agreement. This clause shall not be read to provide indemnification for Organizer in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Organizer cause the damage, liability, or loss.

Article 14 – TERMINATION:

This Agreement shall terminate automatically at the close of Term (Article 1). This Agreement may also be terminated by either Party, upon notice in writing:

if the other Party commits a material breach of any term of this Agreement that is not capable of being remedied, or that should have been remedied after a written request and was not following a period of 72 hours from initial written notice;

if the other Party becomes unable to perform its duties hereunder, including a duty to perform.

Article 16 - CANCELLATION

This Agreement shall remain in effect in the event of cancellation by the Vendor or Organizer, unless otherwise written notification is provided by either Party. Organizer is not responsible for any losses or damage incurred by Vendor due to cancellation by either Party, for any reason, including but not limited to acts of God or request to reschedule formerly agreed upon Event date and/or time. Vendor agrees to notify Organizer a minimum of 72 hours in advance of a cancellation. Organizer reserves the right to cancel Event and terminate the Agreement with Vendor due to failure to deliver notice of cancellation at least 72 hours in advance or reasonable notice of late arrival.

Article 17 – COMPLIANCE WITH LAWS:

Vendor warrants that the Work shall be accomplished in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes. Vendor and its subcontractors, employees, and agents shall obtain and maintain in full force and effect, all necessary permits, licenses, and authorizations required by governmental and quasi-governmental agencies. Vendor shall advise Organizer of all permits and licenses required to be obtained in Organizer’s own name for the Work to be provided hereunder, as necessary, and shall cooperate with Organizer in obtaining the same.

Article 18 – COMPLIANCE WITH ORGANIZER POLICIES:

Vendor and its subcontractors, employees, and agents shall comply with all Organizer policies and procedures with respect to Vendor’s activities under or in connection with this Agreement, including, but not limited to Happy Raptor’s Equity Statement, no-tolerance workplace harassment policies, drug policies, and security policies.

Article 19 – PROPRIETARY RIGHTS, DIGITAL CONTENT, AND SOCIAL MEDIA:

Vendor hereby acknowledges and agrees that Organizer has specially commissioned the Work as a “work made for hire” under Section 101 of the United States Copyright Act of 1976, as amended (the “Copyright Act”). Accordingly, all intellectual property developed by Happy Raptor Distilling, including but not limited to all monitoring, testing and other data, reports, materials, schematic drawings, illustrations, trademarks, trade names, slogans, logos or other designs in any form, whether electronic, print or any other format, shall be owned solely and exclusively by Happy Raptor Distilling. Vendor shall have no ownership or copyright in Pace materials, nor in the intellectual property contained therein, nor in the delivery formats, whether electronic, print or any other form. As such, Vendor acknowledges that Organizer is under no obligation to produce, create, distribute, or publish materials or content in promotion of or on behalf of Vendor via print or digital channels, including but not limited to website, newsletter, social media, flyers, posters, or online event listings. Vendor and Organizer agree that any such distribution or posting of such materials or content by either Party is done in good faith, and to be best of each Party’s ability given the information or details provided.

Article 20 – GENERAL PROVISIONS:

- a) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Louisiana and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Louisiana. Venue will be in the following Parish: Orleans.

The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

- b) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- c) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.
- d) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
- e) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- f) **FORCE MAJEURE:** Vendor is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances, such as supplier strikes or labor disputes.

Vendor Signature

Organizer Signature

Printed Name

Printed Name

Title

Title