SHUEAPP POP-UP EVENT

VENDOR PARTICIPATION PACKET

MCMLXXVII LLC d/b/a ShueApp

EVENT DATE	December 6, 2026
LOCATION	DoubleTree by Hilton
EVENT HOURS	12:00 to 6:00 p.m.
VENDOR BOOTH / SPACE	

Vendor Packet Version: 1.1

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Important: This packet is a business-use template and should be reviewed by qualified counsel before execution, particularly provisions involving payment processing, escrow arrangements, insurance, indemnification, liability, and venue-specific requirements.

1. WELCOME TO THE 1st Annual SHUEAPP POP-UP EVENT

Welcome. ShueApp is bringing together sneaker resellers, local shoe stores, specialty vendors, collectors, and members of the shoe-services community for an in-person marketplace experience designed around discovery, community, and trusted transactions.

Why You Are Here

- Showcase authentic footwear, accessories, products, and approved shoe-related services.
- Connect directly with local sneaker consumers, collectors, resellers, and businesses.
- Create awareness for your brand, store, service, or ShueApp seller profile.
- Build relationships that can continue beyond the event through the ShueApp platform.
- Participate in a professionally organized event environment with clear vendor standards.

Our Vendor Community

The event may include independent resellers, mom-and-pop shoe stores, custom sneaker artists, shoe cleaners, restoration providers, accessories vendors, and other approved participants.

2. EVENT OVERVIEW & VENDOR EXPERIENCE

Event Information

Event Date December 6,2026	Event Location DoubleTree Hotel Newark, CA 39900 Balentine
Vendor Check-In Time TBD	Event Public Hours 12:00pm to 6:00pm
Vendor Load-In TBD	Vendor Load-Out 5:30 p.m.

Vendor Experience

13. Vendor check-in and verification of assigned space.
14. Setup of approved inventory, displays, signage, and payment materials.
15. Customer engagement and direct sales where permitted.
16. Optional promotion of the vendor's ShueApp profile and marketplace listings.
17. Teardown only during the authorized load-out period.

Vendor Categories

- New and pre-owned sneakers / footwear
- Local shoe stores and boutiques
- Shoe cleaning and restoration
- Custom sneaker artists
- Shoe-care products and accessories
- Laces, insoles, apparel, and approved related merchandise
- Other sneaker-culture products approved by ShueApp

3. VENDOR INFORMATION & APPLICATION

Legal Business Name _____	DBA / Brand Name _____
Primary Contact _____	Email Address _____
Phone Number _____	Business Address _____
Website / Social Handle _____	ShueApp Username (if applicable) _____
Vendor Category _____	Products / Services Offered
California Seller Permit / License (if applicable) _____	Emergency Contact _____

Inventory / Service Description

_____

_____

_____

_____

Vendor Acknowledgments

- I certify that the information supplied in this application is accurate to the best of my knowledge.
- I will sell or display only products and services approved for the event.
- I understand that counterfeit, stolen, illegal, hazardous, or infringing merchandise is prohibited.
- I understand that participation is subject to ShueApp's approval and event rules.

4. VENDOR FEES & PAYMENT INFORMATION

Item	Amount	Payment Status
Vendor Participation Fee	$__150_____	☐ Paid ☐ Due
Additional Booth / Space Fee (if applicable)	$ 100	☐ Paid ☐ Due
Electricity / Special Equipment (if applicable)	$_____	☐ Paid ☐ Due
Other Approved Event Fee	$_____	☐ Paid ☐ Due

Payment Terms

- Vendor fees, deposits, deadlines, and refund terms will be stated in the executed Vendor Agreement or event invoice.
- Event participation fees are separate from any ShueApp marketplace transaction fees.
- Direct in-person event sales are generally between the vendor and customer unless the transaction is expressly completed through ShueApp.
- If a transaction is completed through the ShueApp Platform and is eligible for ShueApp's payment process, the applicable payment and escrow procedures will govern that transaction.

5. VENDOR BOOTH & EVENT RULES

Booth Standards

- Remain within the assigned footprint unless ShueApp authorizes otherwise.
- Keep aisles, exits, fire equipment, and accessibility routes clear.
- Use professional displays that are stable, safe, and appropriate for the venue.
- Do not attach signs, fixtures, tape, or equipment to venue property without permission.
- Maintain a clean and orderly booth throughout the event.

Sales & Customer Interaction

- Represent products accurately, including condition, size, authenticity, defects, and material facts.
- Honor prices and material terms represented to customers.
- Do not harass, pressure, threaten, or discriminate against customers or other vendors.
- Resolve customer complaints professionally and promptly.
- Follow all applicable tax, licensing, consumer-protection, and business requirements.

Prohibited Merchandise / Conduct

- Counterfeit or knowingly unauthorized goods; stolen property; illegal goods; controlled substances; weapons; hazardous materials; recalled products; or merchandise that infringes third-party intellectual property.
- Fraudulent payment activity, deceptive sales practices, chargeback abuse, or intentional misrepresentation.
- Unauthorized raffles, gambling, contests, or regulated activities.
- Any conduct that creates a safety, security, harassment, or reputational concern for the event.

6. INSURANCE, SAFETY & COMPLIANCE CHECKLIST

Insurance

- Provide a Certificate of Insurance (COI) if required by the venue or ShueApp.
- Maintain any commercially reasonable insurance required for the vendor's business and activities.
- List additional insureds exactly as required by the venue/event instructions when applicable.
- Carry workers' compensation coverage where required by law.

Vendor Compliance Checklist

☐ Vendor Agreement executed

☐ Vendor fee paid

☐ COI submitted (if required)

☐ Business/license documentation submitted (if required)

☐ Approved inventory/services confirmed

☐ Booth equipment confirmed

☐ Load-in instructions received

☐ Payment method tested

☐ Emergency contact provided

☐ Tax collection obligations reviewed

Safety

- Report hazards, injuries, theft, suspicious activity, or emergencies immediately to event staff.
- Do not block exits or create trip hazards with cords, merchandise, packaging, or displays.
- Follow all venue emergency, fire, occupancy, and accessibility requirements.

7. SHUEAPP MARKETPLACE OPPORTUNITY

The Pop-Up Event is also an opportunity for vendors to build an ongoing presence within the ShueApp ecosystem.

Potential ShueApp Tools

- Buy-now listings for available products.
- Pre-order listings for anticipated releases or inventory.
- Verified-user live auctions, subject to eligibility and platform rules.
- Vendor / reseller profile pages for discovery and customer engagement.
- Service listings for approved shoe cleaning, restoration, custom, and related providers.
- Local discovery and community visibility.
- Pickup and fulfillment options where available.
- ShueApp-facilitated payment workflows for eligible transactions.

Payment & Escrow Overview

For eligible ShueApp transactions, buyer funds may be collected and held through a designated escrow provider, payment processor, or other financial-services provider until applicable release conditions are satisfied. ShueApp may facilitate transaction status, instructions, dispute workflows, and refund directions, but ShueApp is not represented by this packet as the escrow agent, bank, money transmitter, trustee, or other regulated financial institution unless separately stated in applicable platform terms.

Getting Started

18. Create or update your ShueApp seller/vendor profile.
19. Complete any required identity or business verification.
20. Prepare accurate inventory and service information.
21. Choose buy-now, pre-order, or eligible auction functionality.
22. Use ShueApp's transaction workflow when you want the transaction to occur through the platform.

8. SHUEAPP POP-UP EVENT VENDOR AGREEMENT

This ShueApp Pop-Up Event Vendor Agreement (“Agreement”) is entered into by and between MCMLXXVII LLC d/b/a ShueApp (“ShueApp”) and the vendor identified below (“Vendor”).

8.1 Event Information

Event Date _____	Event Location _____
Vendor Fee	Assigned Booth / Space
Event Hours _____	

8.2 Purpose and Participation

Vendor desires to participate in the ShueApp Pop-Up Event, and ShueApp agrees to permit participation subject to this Agreement, the event rules, venue requirements, and applicable law. ShueApp may approve, reject, relocate, or reasonably modify Vendor's participation or assigned space based on operational, safety, venue, or event considerations.

8.3 Approved Products and Services

Vendor may display and sell only products and services approved by ShueApp. Vendor is solely responsible for its merchandise, representations, pricing, inventory, taxes, licenses, permits, and customer obligations.

8.4 Prohibited Products

Vendor shall not sell or display counterfeit, stolen, illegal, recalled, hazardous, infringing, or otherwise prohibited merchandise. ShueApp may require immediate removal of any item reasonably believed to violate these standards or applicable law.

8.5 Authenticity

Vendor represents that products represented as authentic are authentic and that Vendor has authority to sell them. Vendor shall not knowingly misrepresent authenticity, condition, provenance, ownership, or material characteristics.

8.6 Event Sales vs. ShueApp Platform Sales

A direct, in-person sale between Vendor and a customer at the physical event is not automatically a ShueApp Platform transaction. If the parties complete a transaction through ShueApp, the applicable ShueApp Buyer Terms, Seller Terms, payment procedures, and other platform policies may apply.

8.7 Payment / Escrow

Where a transaction is completed through the ShueApp Platform and is eligible for the ShueApp payment process, funds may be processed through designated third-party payment and/or escrow infrastructure. Release, refund, dispute, reserve, and settlement procedures are governed by the applicable platform terms and provider requirements. Nothing in this Agreement appoints ShueApp as an escrow agent or regulated financial institution.

8.8 Vendor Fees

Vendor shall pay the participation fee and any other approved charges stated in the event invoice or Exhibit A. Fees for participation are separate from platform transaction fees unless expressly stated otherwise.

8.9 Setup and Teardown

Vendor shall comply with all assigned load-in, setup, operating, and load-out times. Vendor shall leave its space clean and free of Vendor property, waste, or damage.

8.10 Insurance

Vendor shall maintain insurance required by applicable law, the venue, or ShueApp and shall provide a COI when requested. Vendor remains responsible for its property, personnel, inventory, equipment, and operations.

8.11 Independent Contractor

Vendor is an independent contractor. Nothing creates a partnership, joint venture, employment relationship, agency, franchise, or fiduciary relationship between Vendor and ShueApp.

8.12 Vendor Customers

Vendor is responsible for its direct event sales and customer-facing obligations, subject to any transaction completed through the ShueApp Platform and the applicable platform terms.

8.13 Conduct

Vendor shall conduct itself professionally and comply with event, venue, safety, anti-harassment, accessibility, and lawful-conduct requirements.

8.14 Indemnification

To the extent permitted by law, Vendor shall defend, indemnify, and hold harmless ShueApp and its owners, officers, employees, agents, and representatives from third-party claims, damages, losses, liabilities, costs, and reasonable attorneys' fees arising from Vendor's products, services, personnel, booth, negligence, willful misconduct, breach of this Agreement, or violation of law.

8.15 Limitation of Liability

To the extent permitted by law, ShueApp shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from Vendor's participation. ShueApp's aggregate liability arising from the event shall not exceed the Vendor participation fees actually paid to ShueApp for the event, except to the extent such limitation is prohibited by applicable law.

8.16 Cancellation / Postponement / Force Majeure

ShueApp may cancel, postpone, relocate, reschedule, or materially modify the event due to venue issues, public safety, government action, weather, labor disruption, force majeure, or other circumstances outside ShueApp's reasonable control. Any refund or credit will be handled under the event's stated cancellation policy.

8.17 Marketing License

Vendor grants ShueApp a non-exclusive, limited right during and after the event to use Vendor's name, logo, submitted product images, and event photographs/video for event documentation and ShueApp marketing, subject to any written restrictions accepted by ShueApp.

8.18 Photography / Video

Vendor acknowledges that ShueApp or its designees may photograph or record the event. Vendor is responsible for obtaining permissions for its personnel where required by law or policy.

8.19 No Guarantee of Sales

ShueApp does not guarantee attendance, customer traffic, sales volume, revenue, leads, followers, impressions, or other commercial results.

8.20 No Exclusivity

Unless a separate written agreement states otherwise, Vendor participation is non-exclusive and does not restrict ShueApp from inviting other vendors offering similar products or services.

8.21 Termination

ShueApp may terminate Vendor participation for material breach, prohibited merchandise, safety concerns, misconduct, failure to pay required fees, failure to satisfy insurance requirements, or other reasonable event-management grounds. Vendor may withdraw subject to the cancellation terms.

8.22 Governing Law

This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law principles, subject to any mandatory law that cannot be waived.

8.23 Electronic Acceptance

Electronic signatures, electronic acknowledgments, and click-to-accept records may be used to evidence Vendor's acceptance. ShueApp may retain records of the Agreement version, acceptance date/time, account information, IP address, and other reasonable technical information associated with acceptance.

8.24 Entire Agreement

This Agreement, the Vendor Information / Event Requirements, and incorporated event rules constitute the agreement concerning Vendor's participation and supersede prior inconsistent discussions concerning the event. Amendments must be in writing or electronically accepted where permitted.

EXHIBIT A — VENDOR INFORMATION & EVENT REQUIREMENTS

Vendor Legal Name _____	DBA / Brand _____
Primary Contact	Email
Phone _____	Booth / Space _____
Participation Fee _____	COI Required? _____
Special Equipment _____	Approved Products / Services _____

Special Terms / Notes

_____

_____

_____

_____

_____

9. MARKETING, PHOTOGRAPHY & PROMOTION

Vendor Promotion Opportunities

- Provide a current logo and social-media handle for event promotion.
- Provide approved product or service photographs for promotional use.
- Promote your participation using event-approved ShueApp graphics and messaging.
- Encourage customers to discover your ShueApp profile where applicable.
- Coordinate any giveaways, demonstrations, contests, or special promotions with event staff before the event.

Marketing Submission

Brand / Store Name _____	Instagram / Social Handle _____
Website	ShueApp Profile
Promotional Offer (if any) _____	

Media Consent

Vendor acknowledges the event photography/video provision in the Agreement. If Vendor has a specific legal or operational restriction, Vendor should identify it in writing before the event; acceptance of a restriction is subject to ShueApp's written confirmation.

10. DAY-OF-EVENT CHECKLIST

☐ Bring vendor confirmation / check-in information

☐ Bring required ID and business documentation

☐ Bring COI if required

☐ Arrive during assigned load-in window

☐ Confirm booth assignment with event staff

☐ Set up signage and pricing

☐ Verify inventory condition and authenticity records

☐ Bring payment devices / backup payment method

☐ Keep aisles and exits clear

☐ Maintain clean booth throughout event

☐ Report incidents or suspicious activity immediately

☐ Capture approved customer leads / social engagement

☐ Complete all sales and customer obligations

☐ Remove inventory and personal property during authorized load-out

☐ Leave booth clean and undamaged

Event Contacts

Event Director SOJY MATHEW _____	Vendor Coordinator SANTANA HUDSON _____
Security / Safety Contact TBD _____	Emergency Contact CECIL COREY _____

11. VENDOR CODE OF CONDUCT

ShueApp expects every participating vendor to help maintain a safe, respectful, professional, and community-focused event.

23. Treat customers, vendors, staff, venue personnel, and guests respectfully.
24. Do not engage in harassment, threats, discrimination, intimidation, or physical confrontation.
25. Represent products honestly and avoid deceptive sales practices.
26. Respect intellectual-property rights and do not knowingly offer counterfeit or infringing goods.
27. Follow event staff instructions concerning safety, crowd management, booth placement, and venue requirements.
28. Protect customer payment information and do not collect sensitive information except as legally and operationally necessary.
29. Do not interfere with another vendor's booth, customers, inventory, or business operations.
30. Immediately report safety, security, theft, suspected fraud, or prohibited merchandise to event staff.
31. Maintain a professional appearance and operating environment consistent with the event.

Enforcement

ShueApp may require corrective action, removal of merchandise, relocation, suspension, or termination of participation when reasonably necessary to enforce this Code, the Agreement, venue rules, or applicable law.

12. FINAL VENDOR ACKNOWLEDGMENT & SIGNATURE

By signing below, Vendor acknowledges that Vendor has received and reviewed this Vendor Participation Packet and the ShueApp Pop-Up Event Vendor Agreement; understands the event rules and responsibilities; and agrees to comply with applicable law, venue requirements, and the terms applicable to Vendor's participation.

VENDOR LEGAL NAME	_____
AUTHORIZED REPRESENTATIVE	_____
TITLE	_____
SIGNATURE	_____
DATE	_____
EMAIL	_____

MCMLXXVII LLC d/b/a ShueApp

Cecil P. Corey III, CEO & Founder

ShueApp • Sneakerheads Unite Everywhere