

VENDOR AGREEMENT

INTRODUCTION

This VENDOR AGREEMENT (“Agreement”) is made as of August 13, 2021, between [redacted] hereinafter referred to as (“Vendor”) and Rome Inc., LLC hereinafter referred to as (“Client”). The parties hereby agree as follows:

Vendor hereby engages Client and Vendor hereby agrees to the engagement set forth herein, upon the terms and conditions set forth herein and, in the accompanying, "Additional Terms and Conditions."

TERMS OF ENGAGEMENT

I. SCOPE OF ENGAGEMENT

A. The Vendor will supply the following goods or services to the client, pursuant to the terms of this Agreement:

a. Food & Refreshments

B. All activities and services provided by the Vendor will be supervised by the Vendor’s staff as listed below and will be applicable to the following terms and conditions.

C. PLACE OF ENGAGEMENT:

Porter County Expo Center – Valparaiso, IN 46383
215 E Division Road

D. DATE(S) OF ENGAGEMENT:

August 13th 2021 to August 15th 2021

E. NUMBER & TYPE OF SHOWS:

FoodiePalooza

F. ENGAGEMENT TIME(S):

3pm to 10pm

G. AGREED PRICE:

Vendor will pay Client a non-refundable fee that corresponds to dollar amount stated on “ChannelFoodie.com” website for time specific food reservation to sell “Food & Refreshments” at FoodiePalooza

H. Vendor shall pay entire balance by August 5th.

II. REPRESENTATION AND WARRANTIES

- A. The Vendor hereby represents that they have the expertise, knowledge and experience needed to provide the goods or services outlined in this Agreement.
- B. The Vendor agrees to uphold all laws and legal requirements of the State of Indiana.

III. LIABILITY, INDEMNIFICATION, AND INSURANCE

- A. The Vendor shall indemnify, defend, and hold the Client and its representatives harmless for any loss or damage.
- B. Furthermore, the Client agrees to hold the Vendor harmless against any loss or damage, save in cases of gross misconduct or negligence by the Vendor or its representatives.
- C. The Vendor agrees to purchase the necessary insurance during the term of this agreement and upon request shall provide proof of such insurance to the Client.
- D. In the instance the Vendor should fail to maintain or provide proof of insurance, the Client shall consider such actions to be a breach of this Agreement and will be grounds for termination.

IV. INDEPENDENT CONTRACTOR

- A. The Vendor shall be considered an independent contractor. This Agreement does not establish an employer/employee relationship between the Client and Vendor, and no such agreement shall be established at any time.

V. JURISDICTION

- A. This Agreement shall be under the jurisdiction of the laws of the State of Indiana. Therefore, any and all legal proceedings shall be conducted in the above State.

VI. TERMINATION

- A. Either party may terminate this Agreement by providing written notice to the opposite party within 30 days of the Date of Engagement so written above.

VII. ATTORNEY FEES

- A. If any legal action occurs the prevailing party shall be entitled to a refund of any and all costs including attorney fees, court fees, and travel fees.

VIII. NOTICES

- A. Any and all notification with regard to this Agreement shall be conducted in written form and delivered either in person or via certified mail.

IX. DELAYS

- A. In the event either party becomes aware of a situation that may delay any portion of this Agreement they will be allowed 5 days to provide written notice inclusive of all relevant information to the other party.

X. MISCELLANEOUS PROVISIONS

- A. This Agreement contains a complete statement of all arrangements between the parties relating to its subject matter, supersedes any previous arrangements or understandings, whether written or oral, and may only be changed by a written agreement signed by the parties hereto.
- B. If any term or other provision of this Agreement, or any application thereof to any circumstance is invalid, illegal or incapable of being enforced by any rule of law, or public policy in whole or in part, such provisions or applications shall to that extent be severable and shall not effect other provisions or applications of this Agreement.
- C. Neither party may transfer or assign this Agreement, in whole or in part, in any manner whatsoever without the prior written consent of the other.

XI. ADDITIONAL TERMS & CONDITIONS

- A. In case of physical injury or sickness, Rome 1nc., LLC will not be held liable. All damages will be directed towards Vendor.

SIGNATURES

By signing below, the Vendor acknowledges their understanding of the terms of doing business with the Client, and agrees to abide by these terms at all times.

CLIENT	DATE	VENDOR	DATE
William McLaurin		Owner Name <u> </u>	
Rome Inc LLC		Company Name <u> </u>	

THE ABOVE SIGNATURES CONFIRM THAT THE SIGNATORIES ARE AUTHORIZED TO SIGN THIS AGREEMENT AND THAT THE PARTIES HAVE READ AND IN THIS AGREEMENT.