



Pop Up Vendor Agreement

Thank you for applying to be a pop up vendor at Homebody's. We are located at 123 S White Street #100 Wake Forest, NC 27587

Upon completing this agreement and your application being reserved, please reserve your space by signing up online at Homeboysnc.com/popups

Weather permitting, your outdoor space will be large enough to fit a 6 foot table. Your indoor space is large enough to fit a 6 foot table. Homebody's does not provide any displays, tables, props, POS system, etc.

The store hours are 10am – 5pm Tuesday through Saturday and 11am – 4pm on Sunday. We ask that vendors choose and abide by a range of time of **at least 4 hours** for their pop-up at Homebody's. Please let us know the times you choose so we can promote your pop-up accordingly. Pop up shops must be held open during store hours and a member of your team must be present the entire time you are set up. You are not required to stay for an entire day but if you choose to set up or tear down during store hours please be conscious of customers at Homebody's during that time. Homebody's staff will not be available to help set up or tear down. If additional people are needed for set up, please plan accordingly and move any vehicles to the back parking zone while the store is open.

Please be sure to promote the pop-up on your social media. We will also highlight your business on our social media channels.

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. This agreement shall be in effect through the end of the year 2021.

Liability: Homebody's, Mod Spa, & Smitten in a Mitten 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). In no event shall Homebody's 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 Homebody's 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 Homebody's (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.

By signing below, I agree to all of the above

Name of Company: _____

Name (print): _____

Signature: _____ Date: _____



Representations and Warranties: Homebody's 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. Homebody's does not guarantee any level of attendance at the Event. The goal of these pop-ups is to increase excitement for our vendors and Homebody's.

Cancellations: If Vendor needs to cancel, they must notify Homebody's by email to info@homebodysnc.com as soon as possible.

Termination:

1. Termination for Convenience: This Agreement may be terminated by Homebody's 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. Homebody's reserves the right to decline, prohibit, or expel any Vendor exhibit, or prevent any activity, displays, product, or conduct, which (in Homebody's 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 Homebody's in any way at any time. The terms of this Agreement, including any limitations and waivers, inures to the benefit of Homebody's and its affiliates.

Miscellaneous:

1. The relationship of Vendor to Homebody's 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 Homebody's liable for the debts or obligations of Vendor.
2. This Agreement, any Event rules and regulations provided to Vendor by Homebody's or Homebody's 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 Homebody's.
5. This Agreement is non-exclusive and Homebody's reserves the right to contract with other vendors for the Event.
6. Any delay or failure by Homebody's 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.
7. Vendor is responsible for all of its own sales, returns, and liabilities. Vendor agrees to avoid selling any illegal items or products.

By signing below, I agree to all of the above

Name of Company: _____

Name (print): _____

Signature: _____ Date: _____