

VENDOR AGREEMENT

This Vendor Agreement ("Agreement"), dated this _____, 20____, is made and entered into by and between:

Client: _____, with a mailing address of _____ ("Client"),
and _____

Vendor: _____, with a mailing address of _____ ("Vendor").

Client and Vendor are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Vendor to provide the goods or services under the terms and conditions hereby agreed upon by the Parties:

1. GOODS / SERVICES. Vendor, operating as a _____ vendor, agrees to provide the following: (*check all that apply*)

☐ - **Goods:** _____

☐ - **Services:** _____

Hereinafter known as the "Goods / Services." Vendor shall provide the Goods / Services in compliance with the policies, standards, and regulations of the Client, including local, state, and federal laws, and to the best of their abilities and the utmost professional standards.

2. TERM. This Agreement shall commence on _____, 20____, and terminate: (*check one*)

☐ - **Upon Completion.** Upon the delivery of the Goods / Services and payment in full.

☐ - **At-Will.** With written notice of at least _____ days by either Party.

☐ - **End Date.** On _____, 20____.

☐ - **Other.** _____.

3. PAYMENT AMOUNT. The Client agrees to pay the Vendor the following compensation for the Goods / Services provided under this Agreement: (*check one*)

- ☐ - \$_____ / Hour
- ☐ - \$_____ (fixed amount)
- ☐ - **Other:** _____.

Hereinafter known as the "Payment Amount."

4. PAYMENT METHOD. Client shall pay the Payment Amount: *(check one)*

- ☐ - Upon delivery of the Goods / Services
- ☐ - When invoiced
- ☐ - Weekly
- ☐ - Monthly
- ☐ - **Other:** _____.

Hereinafter known as the "Payment Method." The Payment Amount and Payment Method collectively shall be referred to as the "Compensation."

5. DEPOSIT. This Agreement requires: *(check one)*

- ☐ - **A Deposit.** Client agrees to pay a deposit in the amount of \$_____ to the Vendor, due upon the signing of this Agreement and applicable to the total amount owed. The deposit is: *(check one)*
 - ☐ - **Refundable.**
 - ☐ - **Non-Refundable.**
- ☐ - **No Deposit.** Client is not required to pay a deposit before Vendor provides the Goods / Services.

6. EXPENSES. Vendor shall be: *(check one)*

- ☐ - **Responsible** for all expenses related to providing the Goods / Services under this Agreement.
- ☐ - **Reimbursed** for the following expenses:

 _____.

Any reimbursable expenses must be approved by Client, in writing, prior to being incurred.

7. LOCATION. Goods / Services shall be provided or delivered at the following location:

8. INSPECTION. Any Compensation shall be subject to Client inspecting the delivered Goods / Services of Vendor. If any of the Goods / Services provided by Vendor pursuant to this Agreement are defective or incomplete, Client shall have the right to notify Vendor, at which time Vendor shall promptly correct or replace such Goods / Services within a reasonable time.

9. LICENSES, PERMITS, AND CERTIFICATES. Vendor represents and warrants that Vendor and all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to provide the Goods / Services under this Agreement.

10. LIABILITY INSURANCE. Vendor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, Vendor agrees to obtain comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall: *(check one)*

☐ - Be a minimum amount or combined single limit of \$_____.

☐ - Not have a minimum amount required.

11. INDEPENDENT CONTRACTOR STATUS. Vendor acknowledges that Vendor is an independent contractor and not an agent, partner, joint-venturer, nor an employee of Client. Vendor shall have no authority to bind or otherwise obligate Client in any manner, nor shall Vendor represent to anyone that it has a right to do so. Vendor further agrees that in the event Client suffers any loss or damage as a result of a violation of this provision, Vendor shall indemnify and hold harmless Client from any such loss or damage.

12. TAXES. Vendor shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, and State and Federal income taxes, and any other obligations. In addition, Vendor shall pay all applicable sales or use taxes on the Goods / Services provided or otherwise required by law in connection with this Agreement.

13. CONFIDENTIALITY. Vendor acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid therefor, client and customer lists, and any other data and information related to Client's business

is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of Client and information which is a matter of public record, Vendor shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of Vendor or any other person, except with the prior written consent of Client.

14. INDEMNIFICATION. Vendor shall indemnify and hold the Client harmless from any loss or liability arising from providing the Goods / Services under this Agreement.

15. ASSIGNMENT AND DELEGATION. Vendor may not assign rights or delegate duties under this Agreement without the prior written consent of Client. If consented to, Vendor recognizes that they shall be liable for all work performed by any subcontractor and shall hold Client harmless of any liability in connection with their performed work.

16. DEFAULT. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

17. NO WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

18. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon Vendor or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Vendor or Client.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

20. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

21. ADDITIONAL TERMS & CONDITIONS.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed.

Client's Signature and Date

Printed Name

Vendor's Signature and Date

Printed Name