# [DMC Logo/Letterhead] Vendor Agreement

This Vendor Agreement (“Vendor Agreement”) by and between [DMC Legal Name] (“DMC”), and [Vendor Legal Name] (“Vendor”), each individually a “Party” and collectively the “Parties”, is made effective as of this [Day] of [Month] [Year] (the “Effective Date”). In consideration of mutual promises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RESPONSIBILITIES**

Subject to the terms and conditions set forth in this Vendor Agreement, Vendor shall provide the goods and/or services specified in the scope of work attached hereto as “Attachment A”, as well as any subsequent amendments or change orders signed by the Parties (collectively referred to as “Event Goods and/or Services”) and incorporated in this Vendor Agreement by this reference.

1. **RELATIONSHIP OF THE PARTIES**

Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employer/employee or agency relationship. Vendor shall be an independent contractor pursuant to this Vendor Agreement. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

# AMENDMENT AND MODIFICATIONS

Subsequent to the Effective Date of this Vendor Agreement, it may be necessary to make certain modifications to the Vendor Agreement or Event Goods and/or Services then in effect. In such cases, this Vendor Agreement or Event Goods and/or Services may be amended, modified, or supplemented by an amendment or change order signed by the authorized representatives of both Parties.

Notwithstanding the foregoing, the Parties agree that once the Event Goods and/or Services have commenced upon program operation, it may be commercially impracticable for Vendor to address DMC’s requested modifications to the Event Goods and/or Services with a written amendment or change order. In such cases, the Parties agree that modifications may be agreed through email exchanges or text exchanges and such email or text communications shall be binding upon both Parties as if an amendment or change order was executed pursuant to the terms of this Vendor Agreement.

# FEES

In consideration for the satisfactory delivery of the Event Goods and/or Services by Vendor, DMC agrees to pay the fees set forth in Attachment A. Any additional fees incurred at the request of DMC shall be outlined in subsequent amendments or change orders in accordance with the terms of this Vendor Agreement.

The final balance represents the total fees for Event Goods and/or Services from Attachment A, including amounts for any Event Goods and/or Services to be determined post-program (such as fees based on consumption), and any subsequent amendments or change orders agreed upon by the Parties.

All payments of undisputed fees are due on the later of: (i) the date indicated therein, or (ii) within \_\_ business days from DMC’s receipt of an invoice. Should DMC dispute any charges on the invoice, DMC shall notify Vendor in writing within five (5) business days and the Parties shall work to resolve such disputed charges promptly and any resolved charges shall be included in a new invoice to DMC which DMC shall pay Vendor within thirty (30) calendar days of its receipt of the new invoice.

In the event any payment(s) for undisputed fees are not received by the date due, Vendor reserves the right, upon written notice to DMC, to cancel any and all Event Goods and/or Services and terminate this Vendor Agreement if DMC has not remedied such breach within five (5) business days after receiving written notice to remedy such breach.

Payment is to be made in [Type of Currency] by ACH, wire transfer, or check.

Vendor shall be legally responsible for the payment of all federal and state taxes including income taxes and social security. Vendor understands that DMC will be issuing a 1099 Form and hereby agrees to furnish DMC with a Social Security Number or Federal ID Number and address in order to comply with Federal regulations.

Without prejudice to any other right or remedy it may have, DMC may set off at any time any amount owing to it by Vendor against any amount payable by DMC to Vendor.

# TERM AND TERMINATION

This Vendor Agreement will commence on the Effective Date and will automatically renew annually unless terminated by either Party. This Vendor Agreement may be terminated (i) at any time upon the mutual agreement of the Parties; (ii) upon written notice by either Party ninety (90) calendar days prior to each automatic annual renewal; or (iii) by either Party upon written notice to the other Party if the non-terminating Party commits a breach of any of the obligations of this Agreement (as such breach shall be described in such notice) and has not remedied such breach within five (5) business days after receiving a written notice to remedy such breach. Following termination of this Vendor Agreement for any of the above-stated reasons, any Event Goods and/or Services previously agreed upon but yet to be rendered shall survive termination and continue to be rendered upon the mutual consent of the Parties.

Additionally, DMC may terminate this Vendor Agreement and/or the Event Goods and/or Services with immediate effect upon written notice to Vendor, if: (i) DMC determines, in its sole discretion, that there has been a significant deterioration in the condition of any property, venues, vehicles, vessels, or associated facilities and amenities provided or to be provided with respect to any of the Event Goods and/or Services; or (ii) Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

# FORCE MAJEURE / EXCUSE OF PERFORMANCE

Either Party may terminate its performance obligations without further liability to the extent its performance is prevented by acts or occurrences beyond its control that make it impossible to hold the event or for Vendor to provide Event Goods and/or Services. The acts or occurrences triggering the right of either Party to terminate this Vendor Agreement under the terms of this section include the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, or earthquake; (c) declared war in the United States, terrorist acts in the city where services are to be provided, or riot within two miles of the venue where services are to be provided; (d) epidemics and pandemics (excluding COVID-19); (e) government order(s); (f) strikes or labor stoppages; or (g) shortage of adequate power or infrastructure that is beyond the reasonable control of the Party impacted by the Force Majeure Event (the “Impacted Party”).

The Impacted Party shall give Notice within [Number of Calendar Days] or, if Force Majeure Event occurs less than [Same Number of Calendar Days], within forty-eight (48 hours) or as soon as practical (whichever is less) of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. In the event that the Impacted Party's failure or delay remains uncured for a period of [Number of Calendar Days] following Notice given by it under this section, either Party may thereafter terminate this Vendor Agreement upon [Number of Calendar Days] Notice.

In the event this Vendor Agreement is terminated pursuant to the terms in this section, Vendor will immediately refund to DMC all deposits and other amounts paid by DMC to Vendor, less any nonrefundable payments.

# VENDOR’S OBLIGATIONS

Vendor shall, before the date on which the Event Goods and/or Services are to commence upon program operation, obtain, and at all times during the term of this Vendor Agreement, maintain all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Event Goods and/or Services.

Vendor shall ensure that persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to provide and/or perform the Event Goods and/or Services.

Vendor shall ensure that all of its equipment used in the provision of the Event Goods and/or Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the DMC.

Vendor shall keep and maintain any DMC equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with DMC’s written instructions or authorization.

Vendor shall comply with all rules, regulations, and policies of DMC and/or DMC’s client, including security procedures concerning systems and data and remote access thereto, security procedures, and general health and safety practices and procedures.

Vendor’s warranties set forth above are cumulative and in addition to any other warranty provided by law or equity. These warranties survive any acceptance of or payment for the Event Goods and/or Services by DMC. Any applicable statute of limitations runs from the date of DMC’s discovery of the noncompliance of the Event Goods and/or Services with the foregoing warranties.

# INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, work product and other materials that are delivered to Vendor under this Vendor Agreement or prepared by or on behalf of Vendor in the course of performing the Event Goods and/or Services (collectively, the “Deliverables”) shall be owned exclusively by DMC and/or DMC’s client. Vendor agrees, and shall cause its employees and Permitted Subcontractors (collectively, “Vendor Personnel”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a “work made for hire” for DMC. To the extent that any of the Deliverables do not constitute a “work made for hire,” Vendor hereby irrevocably assigns, and shall cause the Vendor Personnel to irrevocably assign to DMC, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Vendor shall cause Vendor Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Vendor Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables.

Upon DMC’s request, Vendor shall, and shall cause Vendor Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist DMC to prosecute, register, perfect or record its rights in or to any Deliverables.

Vendor and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by Vendor in connection with providing and/or performing the Event Goods and/or Services, in each case developed or acquired by the Vendor prior to the commencement of this Vendor Agreement (collectively, the “Pre-Existing Materials”), including all Intellectual Property Rights therein. Vendor hereby grants DMC a license to any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables for any and all purposes.

# CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of DMC, DMC’s client, and/or DMC’s client’s participants/attendees, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to personal identifiable information, customers, pricing, and marketing (collectively, “Confidential Information”), disclosed by DMC to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Event Goods and/or Services and this Vendor Agreement is confidential, and shall not be disclosed or copied by Vendor without the prior written consent of DMC and/or DMC’s client. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Vendor at the time of disclosure; or (iii) rightfully obtained by Vendor on a non-confidential basis from a third party.

Vendor shall use the Confidential Information only for the purpose of providing the Event Goods and/or Services under this Vendor Agreement.

DMC shall be entitled to injunctive relief for any violation of this section.

# PHOTOGRAPHS & SOCIAL MEDIA

DMC reserves the right to publish photographs and video footage taken during the event for use in DMC’s promotional materials. Vendor may not photograph or video any portion of the event (including pre and post event) without prior written consent from DMC. Social media posts, to include photos, videos and/or DMC’s client information, is strictly prohibited without the prior written consent of DMC.

# DUTY TO MITIGATE

Vendor understands it has a duty to mitigate damages and covenants that it will use commerciallyreasonable efforts to minimize any damages it may incur as a result of DMC’s performance or non-performance of this Agreement.

# COVID-19 ACKNOWLEDGMENT

The Parties acknowledge that, at the time of signing this Vendor Agreement, there is an outbreak of COVID-19 in various parts of the world and that the current (or a subsequent) outbreak of COVID-19 (or a similar bacterial or viral disease) may cause DMC and DMC’s client legitimate concern regarding the health and safety of its attendees in connection with their attendance of the event. If DMC and/or DMC’s client later determines it is not comfortable permitting the attendees to attend the event due to the current (or a subsequent) COVID-19 (or a similar bacterial or viral disease) outbreak, DMC may, by written notice to Vendor, postpone the event, if commercially reasonable, or cancel the Event Goods and/or Services with immediate effect and without any further liability to DMC, and Vendor will immediately refund to DMC all deposits and other amounts paid by DMC to Vendor, less any nonrefundable payments.

# POSTPONEMENT OF EVENT SERVICES DUE TO COVID-19

If DMC requests to postpone the event or the Event Goods and/or Services due to concerns stemming from COVID-19 (or a similar bacterial or viral disease), Vendor reserves the right to decline DMC’s request. If, however, Vendor elects to grant DMC’s request for postponement, Vendor will assess the additional work and potential change in scope to the Event Goods and/or Services (if any), and provide DMC with a revised fee schedule for their approval, as well as an amendment or change order to this Vendor Agreement to reflect the changes. The revised fee schedule must be agreed upon within [Number of Days] calendar days of DMC’s request for postponement.

Any work performed and costs incurred by Vendor before the postponement that can be applied towards the execution of the rescheduled event will occur at no additional charge to DMC. Any additional work Vendor is required to perform or costs incurred that are a result of the postponement will be charged to DMC and reflected in an updated fee schedule.

1. **INDEMNITY**

Vendor shall indemnify, defend, and hold DMC harmless from any loss, liability, costs, or damages, including reasonable attorneys’ fees, arising from the actual or threatened claims or causes of action resulting from the negligence, gross negligence or willful misconduct of Vendor or its respective employees, or agents, provided that with respect to employees and agents, such individuals were acting within the scope of their employment or agency, as applicable.

Vendor understands that DMC does not own, operate, or exercise any control over its clients or its client’s attendees. Accordingly, Vendor releases, covenants not to sue, and forever discharges DMC from any and all liability, claims, or causes of action arising out of or related to any loss, damage or injury that may be sustained as a result of DMC’s client or DMC client’s participants’/attendees’ acts or omissions.

Vendor shall, at its expense, defend, indemnify, and hold harmless DMC and any Indemnitee against any and all Losses arising out of or related to any claim that any of the Event Goods and/or Services or Deliverables or DMC’s or any Indemnitee’s receipt or use thereof infringes or misappropriates any Intellectual Property Right of a third party. In no event shall Vendor enter into any settlement without DMC’s or Indemnitee’s prior written consent.

1. **INSURANCE**

Vendor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than [Amount (Specify Currency)] with financially sound and reputable insurers, as well as workers’ compensation coverage in a sum no less than required by applicable law. Upon DMC’s request, Vendor shall provide DMC with a certificate of insurance from Vendor’s insurer evidencing the insurance coverage specified in these terms. The certificate of insurance shall name DMC as an additional insured, if requested by DMC. Vendor shall provide DMC with [Number of Calendar Days] Notice in the event of a cancellation or material change in Vendor’s insurance policy.

Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against DMC’s insurers and DMC.

#  DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Vendor Agreement promptly by negotiation. Any Party may give the other Party Notice of any dispute not resolved in the normal course of business. Within thirty (30) calendar days after delivery of the Notice, the receiving Party shall submit to the other a written response. The Notice and response shall include, with reasonable specificity, a statement of each Party’s position and a summary of arguments supporting that position. Within thirty (30) calendar days after delivery of the Notice, representatives on behalf of both Parties shall meet (or participate in a telephone conference) at a mutually agreeable time and place.

If the dispute is not resolved by negotiation pursuant to the preceding paragraph, the matter shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

1. **ATTORNEYS’ FEES**

In the event that any Party institutes any legal suit, action, or proceeding against the other Party arising out of or relating to this Vendor Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys’ fees and expenses.

1. **GOVERNING LAW**

All matters arising out of or relating to this Vendor Agreement shall be governed by and construed in accordance with the internal laws of [Jurisdiction of Choice (e.g., State or Country)] without giving effect to any choice or conflict of law provision or rule (whether of the [Jurisdiction of Choice (e.g., State or Country)] or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the [Jurisdiction of Choice (e.g., State or Country)].

1. **FORUM SELECTION**

Any legal suit, action, or proceeding arising out of or relating to this Vendor Agreement shall be brought before a forum located in [Jurisdiction of Choice (e.g., City or Municipality)] and [Jurisdiction of Choice (e.g., County or Country)], and each Party irrevocably submits to the exclusive jurisdiction of such forum in such a suit, action, or proceeding.

#  ATTENDEES WITH DISABILITIES

Vendor shall take all reasonable steps to ensure that people with disabilities have an equal opportunity to enjoy the event. In an effort to do so, DMC shall provide Notice to Vendor immediately upon learning of any attendee (or prospective attendee) with a disability that may require reasonable accommodations. If any additional cost is incurred in providing such accommodations, Vendor shall advise DMC of the same and it shall be the responsibility of Vendor to cover such costs.

1. **NON-SOLICITATION**

During the term of this Vendor Agreement and for a period of [Number of Years] years thereafter, Vendor agrees not to hire, solicit, nor attempt to solicit, the services of any employee of DMC without the prior written consent of DMC. Vendor further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee of DMC for a period of [Number of Years] year from such former employee's last date of service with DMC. Violation of this provision shall entitle DMC to assert liquidated damages against Vendor equal to two hundred percent (200%) of the solicited person's gross annual compensation. This provision shall not apply to instances in which an employee of DMC responds to a general job posting by Vendor.

1. **CLIENT DISINTERMEDIATION**

Because it has taken a significant number of years for DMC to establish its relationships with its clients, Vendor shall not knowingly contract directly with DMC’s clients (provided that Vendor does not have a direct relationship with the relevant DMC client prior to the Effective Date of this Vendor Agreement) without the written consent of DMC, which shall not be unreasonably withheld.

1. **ATTENDEE WAIVERS OF LIABILITY**

DMC understands and agrees that Vendor may require participants in a planned activity to sign waivers of liability. Vendor shall work with DMC to ensure the waivers also provide waivers of liability against DMC. In the event that some participants refuse to sign said waivers, they shall not be permitted to participate.

1. **WAIVER**

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Vendor Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

1. **SEVERABILITY**

If any term or provision of this Vendor Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Vendor Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Vendor Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the greatest extent possible.

1. **RESTRICTIONS ON ASSIGNMENT**

Neither Party will assign any of its rights or obligations under this Vendor Agreement, in whole or in part, without the written consent of the other Party except in the event of a merger, consolidation, sale of shares, or sale of assets of either Party where the surviving entity continues in the same or substantially similar business as that Party, no consent is required. All terms and conditions of this Vendor Agreement will be binding upon the assignee(s) of the Parties to this Vendor Agreement. Where required, consent will not be unreasonably withheld. Should an assignment of this type take place, the new entity agrees to notify the other Party within a reasonable time. All representations and warranties made and indemnities given in this Vendor Agreement by either Party will survive the termination or assignment of this Vendor Agreement.

1. **ENTIRE AGREEMENT**

This Vendor Agreement, together with Attachment A and any other attachments, amendments, or change orders signed by authorized representatives of the Parties, represents the entire understanding between DMC and Vendor with respect to the matters contained or referenced herein and supersedes all other representations, communications, and understandings between the Parties hereto.

In the event of any conflict between the Vendor Agreement and any other attachments, amendments, or change orders, the Vendor Agreement shall govern unless any other attachment, amendment, or change order expressly states that its terms and conditions shall control.

This Vendor Agreement expressly limits Vendor’s acceptance to the terms of this Vendor Agreement. This Vendor Agreement shall prevail over any terms and conditions contained in any other documentation and expressly exclude any of Vendor’s general terms and conditions or any other document issued by Vendor in connection with this Agreement.

# NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been given:

(a) when delivered by hand (with written confirmation of receipt);

(b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);

(c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or

(d) on the [Number of Days] day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

Notices must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a Notice given in accordance with this section):

If to DMC: [Name of Contact, Title or Position] If to Vendor: [Name of Contact, Title or Position]

 [Street Address, Suite # (if applicable)] [Street Address, Suite # (if applicable)]

 [City, State and Zip Code] [City, State and Zip Code]

 [Phone Number] [Phone Number]

 [E-mail] [E-mail]

1. **CONFIDENTIAL INFORMATION**

Vendor agrees that all pricing, proposals, financial and other confidential information and/or documents (collectively, the “Confidential Information”) reviewed, obtained and/or learned by the Vendor regarding DMC shall constitute confidential information and shall be held in strict confidence. Vendor agrees not to disseminate or otherwise communicate the Confidential Information of DMC to any third party other than their respective attorneys or other advisors, their employees, or contractors who need to know the Confidential Information for the purpose of managing the Event Goods and/or Services contemplated by this Vendor Agreement, or as otherwise required by law. The Parties agree that it is impossible to measure in money the damages which will accrue by reason of a breach of this provision and that the non-breaching Party shall have the right to injunctive relief restraining the breaching Party from committing, or continuing to commit, any violation of this provision.

Notwithstanding the above, Confidential Information shall not include information which was known by Vendor prior to the signing of this Vendor Agreement or which is publicly available (but not publicly available due to Vendor’s disclosure of the Confidential Information in violation of this provision).

1. **DATA PROTECTION COMPLIANCE**

In the course of providing Event Goods and/or Services to DMC, Vendor may obtain access to personal information belonging to individuals attending the event. As such, DMC represents and warrants it has permission from each individual and/or a legal right to provide such information to Vendor for use in connection with the event. Vendor will process data in the manner directed by DMC and in compliance with all applicable data protection laws and regulations including, but not limited to, the European Union’s General Data Protection Regulations (“GDPR”).

1. **TIME OF THE ESSENCE**

Vendor acknowledges that time is of the essence with respect to its obligations hereunder and that prompt and timely performance of all such obligations, including all performance dates, timetables, project milestones and other requirements in this Agreement is strictly required.

1. **HEADINGS**

The titles and headings of the various sections of this Vendor Agreement are intended for means of reference and are not intended to place any construction on the provisions of this Vendor Agreement.

1. **INTERPRETATION**

This Vendor Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The attachments referred to herein shall be construed with, and as an integral part of, this Vendor Agreement to the same extent as if they were set forth verbatim herein.

1. **CUMULATIVE REMEDIES**

The rights and remedies under this Vendor Agreement are cumulative and are in addition to and not in substitution for any other right and remedies available at law or in equity or otherwise.

1. **FURTHER ASSURANCES**

Each of the Parties shall, from time to time at the request of the other Party, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Vendor Agreement and give effect to the transactions contemplated hereby.

1. **COUNTERPARTS**

This Vendor Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Vendor Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Vendor Agreement.

1. **SUCCESSORS AND ASSIGNS**

This Vendor Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

1. **SURVIVAL**

Provisions of these terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Vendor Agreement including, but not limited to, the following provisions: Indemnity, Insurance, Compliance with Laws, Confidential Information, Governing Law, Forum Selection and Survival.

1. **BINDING EFFECT**

This Vendor Agreement shall be binding upon and shall inure to the benefit of the Parties.

# AUTHORIZED SIGNATURES

The persons whose names and signatures appear below, represent and warrant that they have authority to enter into this Vendor Agreement on behalf of the company or organization they purport to represent and hereby agree to the terms set forth herein.

1. **ELECTRONIC SIGNATURES**

The Parties hereby agree that electronic signatures shall be enforceable and binding on both Parties as fully as if handwritten signatures were set forth on this Vendor Agreement.

1. **ACKNOWLEDGMENT OF UNDERSTANDING**

The Parties have carefully read this entire Vendor Agreement. The Parties understand the final and binding effect of this Vendor Agreement. The only promises made to any Party about this Vendor Agreement are contained herein. The Parties are signing this Vendor Agreement knowingly and voluntarily.

[*Signature Page Follows*]

The Vendor and DMC have executed this Vendor Agreement as of the Effective Date:

 [Vendor Name]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [Vendor Contact] |  | Title |  | Date |

 [DMC Name]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [DMC Contact] |  | Title |  | Date |

# Attachment A

# Scope of Work

# Group/Client Name:

# Program Name:

# Program Dates:

# Number of Guests:

# Hotel:

# Vendor Name:

# Vendor Contact:

# Vendor Title:

# Vendor Phone:

# Vendor E-mail:

# DMC Name:

# DMC Contact:

# DMC Title:

# DMC Phone:

# DMC E-mail:

# Vendor will provide the following Goods and/or Services:

[INSERT LIST OF GOODS AND/OR SERVICES]

**DMC and Vendor agree to the following fee schedule:**

[INSERT LIST OF SERVICES AND FEE SCHEDULE]

**DMC and Vendor agree to the following cancellation terms:**

[INSERT SPECIFIC CANCELLATION TERMS]

*\*This scope of work, together with the Vendor Agreement entered into between [DMC Legal Name] (“DMC”), and [Vendor Legal Name] (“Vendor”), each individually a “Party” and collectively the “Parties”, and made effective as of [Day] of [Month] [Year], and any other attachments, amendments, or change orders signed by authorized representatives of the Parties, represents the entire understanding between DMC and Vendor with respect to the matters contained or referenced herein and supersedes all other representations, communications, and understandings between the Parties hereto. In the event of any conflict between this scope of work and the Vendor Agreement, and any other attachments, amendments, or change orders, the Vendor Agreement shall govern unless any other attachment, amendment, or change order expressly states that its terms and conditions shall control.*