

# *SomethingNiceee Vendor Agreement, Contract, Liability Waiver and Release*

## **WHAT WE PROVIDE:**

For our vendors who are not able to make it in person but would still like to participate by having their business listed in our vendor directory, you are more than welcomed to purchase our \$35 package, which includes your business name in our Vendor's Directory. For our in-person vendors, we will provide you with the following.

1. Vendor Space
2. Welcome Package
3. 1 6 ft. table with tablecloth if needed (Table clothes must be returned at the end of the event).
4. 2 Chairs
5. 2 Drink Tickets
6. Personalize Flyer
7. Business Name and contact information listed in our Vendor's Directory.

## **REGISTRATION & PAYMENT:**

Vendor options begin at \$35. If you're interested in becoming one of our prestigious vendors, please complete the attached registration form.

1. Once you have been approved, an invoice will be email to the email address you have on file.

Registration is not complete until your registration fee is received in full. Registration fees are due at the time of registration and is based on a first come first served basis.

2. You will receive an email confirmation within 48 hours of payment of the chosen vendor space rental.

**Vendor Space Rental fees are non-refundable/non-negotiable.** If your application is not accepted, all fees will be refunded within 72 hours.

*Please note, it is the responsibility of both the host and the vendor to promote this event. SomethingNiceee does not and will not guarantee sales. We provide the pop-up space, table and table cloth (if needed), brand promotion, a network of like-minded vendors, 2 free Mimosas or Bellinis and a wonderful pop-up experience. The outcome of your specific sales experience is your complete responsibility and beyond our control. We cannot offer a refund if you do not make any sales.\**

## **SET UP:**

Set up is from 11:00 am - Noon EST. Please **DO NOT** be late. We cannot guarantee set up for vendors with a late arrival. To avoid forfeiture of your space and fees do not be late.

1. Space is assigned on a first come, first served basis from the date of your completed application and payment.
2. Vendors must check in with staff prior to setting up to receive their assigned table.
3. Vendors are responsible for their own supplies.

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4. Your space must be set up and ready by the event start time. If you arrive after the event start time, we cannot guarantee set up and your fees will be forfeited.

## **BREAK DOWN:**

Break down will begin at 6:00 pm EST. Please begin packing up no later than 6:00 pm EST and remember to take all your belongings with you. Tables and assigned areas must be left in the manner in which you've found it. Vendors who do not leave their assigned space in the way they've found it will not be invited back and any fees associated with future events will be forfeited. We encourage vendors to stay for the entire event. Vendors who leave prior to closing will not be invited to sell at future events.

## **RULES & REGULATIONS:**

By submitting this registration form, you acknowledge having read and reviewed the Vendor Space Rental agreement (the Vendor Agreement) and the Rules and Regulations ("the Rules and Regulations"), which set forth the terms and conditions applicable to all merchants, i.e. operating hours, permitted merchandise and onsite services.. The Vendor Agreement and Rules and Regulations shall automatically become a binding legal agreement between you and SomethingNiceee upon your acceptance of this offer by your payment of the Vendor Space Rental Fee. **Do Not Pay the Vendor Space Rental Fee if you Do Not Agree to be bound by the Terms and Conditions of this Vendor Agreement and the Event Space Terms.**

## **COVID-19 RESTRICTIONS:**

Our vendors will be notified immediately if local authorities, or significant increases in COVID-19 cases require the cancellation of our event(s). Once your reservation is confirmed, it is important that you check your emails for updates as that is our primary way of making contact with confirmed vendors and guest. If for any reason, local authorities require cancellation of our event(s) due to official orders, vendors and guest will be offered the opportunity to transfer their reservations to a later date. Refunds cannot and will not be granted for COVID-19 cancellations.

**All vendors are required to review and agree to the COVID-19 vendor safety measures.**

1. In the interest of doing our part to the best of our ability in trying to keep you and your guest safe and healthy, vendors and their assistants are required to complete a Rapid COVID-19 test 3 days prior to any of our events regardless of if you have been vaccinated. If you or your assistant test positive, please contact us immediately by emailing us at [info@somethingniceee.com](mailto:info@somethingniceee.com) for future event credit.
2. Face Mask are required.
3. Wipe down surfaces hourly with disinfecting wipes.
4. Vendors are encouraged to practice Social Distancing when possible.
5. Stay home if you are experiencing / exhibiting any symptoms associated with COVID-19.
6. Limit the number of staff at your table to 2 people (you and your assistant).
7. We recommend using touch-less payment methods and not accept cash as a primary method of payment.
8. Wash your hands.

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## **SOMETHINGNICEEE ACCIDENT WAIVER AND RELEASE OF LIABILITY:**

THIS RELEASE OF LIABILITY AND WAIVER (the “Release”), effective as of the date affixed below, is a full and complete release of any and all liability and waiver of any claims, damages, or causes of action against SOMETHINGNICEEE, it’s owner or operator of the Event described below, including their directors, officers, employees, volunteers, representatives, agents, event venue owners, event organizers or planners, hosts, vendors, property management company, sponsors, and affiliates (collectively, the “Released Party”) in relation to the undersigned Event Host’s intent to secure the Event Venue for the purposes of hosting the following event (Pop-Up Shop & Brunch), as follows:

1. SomethingNiceee Pop-Up Shop & Brunch
2. Event Host Name: Takisha Brown & Thomasina Moore-Buckner
3. Event Date(s): January 23, 2022, February 13, 2022
4. Event Description: Pop-Up Shop & Brunch
5. I acknowledge that, in consideration for renting a vendor space/table or otherwise occupying the Event Venue, I, on my personal behalf, on behalf of my company (if applicable), and on behalf of any and all other persons, including without limitation, directors, officers, employees, vendors, contractors, guests, event participants, attendees, invitees, associates, affiliates, or any and all persons whom I cause, in whole or in part, to attend my Event or enter the Event Venue (collectively, the “Participants”, all of whom hereby release SomethingNiceee (the Released Party) and it's owner, Takisha Brown, organizers, host associated, etc from any liability related to my attendance and participation of said Pop-Up Shop & Brunch, whatsoever, and hold the Event Venue, Event Organizer, Brand Owner, and it’s affiliates harmless from any liability on behalf of the foregoing individuals and entities.
6. I acknowledge that this Release will be used by the Released Party for the Event in which I intend to attend, participate in and invite participants to attend, and that it will govern my actions and responsibilities at said Event.
7. In consideration of my securing a table, participating or otherwise occupying the Event Venue and said Event, I hereby take action as the Willing and Participating Vendor and on behalf of the Participants and guest, including for myself individually, my executors, administrators, heirs, next of kin, successors, and assigns, as follows:
  - a. I agree RELEASE, WAIVE, DISCHARGE, AND CONVENANT NOT TO SUE the Released Party whom shall not be liable for any injuries, illnesses, or any damage to the Event Organizer, Host, or any Participant, or their property, or be subject to any claim, demand, wrongful death, disability, criminal acts or losses related thereto, theft, property damage, or other injury or damages, whether physical or emotional or relating to property, and causes of action of every kind, whatsoever, whether or not asserted, known, unknown, now-existing, hereafter arising, or the future revelation of such claims, including without

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limitation, those damages from willful acts or omissions and acts of passive or active negligence, including gross negligence, on the part of the Released Party and expressly waive any such claims. I hereby expressly forever release and discharge the Released Party and hold the Released Party harmless from all such claims, demands, injuries, damages, actions or causes of action of every kind, which expressly includes any such claims based on the Released Party's own neglect or willful acts or omissions, including those such acts which may have occurred in the past, which may occur in the future, or which may be continuing as of the effective date herein associated with the Event.

- b. I expressly agree to HOLD HARMLESS AND INDEMNIFY the Released Party against any claim, demand, injury or damages, whatsoever, based in whole or in part on my/Participant's direct or indirect act or omission, whether willful or by my/Participant's own passive or active negligence, including any violation of any clause in this Release or misrepresentation made herein.
  - c. **I agree to hold harmless and release the Released Party from any liability whatsoever in connection with the Event, Event Organizer, Business Brand, Business Owner, Host, or Event Venue.**
8. I acknowledge that the Released Party is NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on its behalf.
9. I attest that I am/Participant is physically able to participate and have sufficiently prepared or trained for participation in the Event. I have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.
10. I attest that I am over the age of 18 and am competent to understand the terms of this Release or that I am the parent or guardian of the Participant with the capacity or authority to enter into this release on his or her behalf. If signing on behalf of an entity, I attest that have the legal authority to bind the company to this Release.
11. I, as the Vendor and on behalf of the my Participants and Guest, acknowledge and expressly assume the risks in connection with the Event, including without limitation, physical or emotional injuries, falls, fractures, concussions, terrain difficulties, dangerous weather, overexertion, overheating, physical strains, hostile or aggressive wildlife, animal or bug bites/stings/injuries, collisions, fire, death, drowning, traffic, injuries resulting from my/Participant's negligence or inability to avoid or evade obstacles or other hazards, injuries resulting from my/Participant's lack of fitness or conditioning, dangerous or defective equipment, willful acts or negligence of others, loss of control,

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equipment failure, burns or cuts, allergic reactions, food-borne illnesses, and/or those caused by terrain, facilities, temperature, weather, physical/mental/emotional condition of participants, equipment, vehicular traffic, lack of hydration, premises design or lighting, obstacles or premises defects regardless of whether concealed or obvious, and actions or omissions of other people including, but not limited to, the Event Organizer, Business Owner, Hosts, Event Venue, the Released Party, other Participants, and other event organizers. I acknowledge that some of these risks are inherent to the Event and some of these risks are ancillary to the Event, either of which are expressly assumed by the Event Host. Further, the Event Host has fully disclosed any and all risks to the Participants in advance of their participation in the Event or their entry upon the Event Venue premises.

12. I acknowledge that I have read this Release in its entirety and fully understand that this is a waiver and release of liability for myself and for the Participants.
13. I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate or commercial purpose by the Business Owner, Event Organizer, Host and Event Venue.
14. This Release shall be construed broadly provide a release and waiver to the maximum extent permissible under applicable law.
15. This Release shall be interpreted pursuant to the laws in the jurisdiction of and subject to the exclusive venue therein: **Bronx, New York, United States Of America.**

BY REGISTERING FOR OUR EVENT, I CERTIFY THAT I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND I FULLY UNDERSTAND ITS CONTENT. I UNDERSTAND THAT SOMETHINGNICEEE DOES NOT GUARANTEE MY HEALTH AND OR SAFETY OR THAT OF MY ASSISTANT, PARTICIPANTS, OR INVITED GUEST. I UNDERSTAND THAT SOMETHINGNICEEE, ITS OWNER, EVENT ORGANIZER, HOST, EVENT VENUE CANNOT GUARANTEE THAT I WILL NOT CONTRACT COVID-19 OR ANY OTHER ILLNESSES / VIRUSES. I AM AWARE THAT THIS CONTRACT INCLUDES THE RULES AND REGULATIONS AS WELL AS A RELEASE OF LIABILITY IN WHICH I AGREED UPON. THEREFORE I AGREE TO HOLD SOMETHINGNICEEE AND IT'S AFFILIATES HARMLESS OF ANY WRONGDOINGS, ILLNESSES, VIRUSES, AND DAMAGES ASSOCIATED WITH MY PARTICIPATION IN THIS EVENT.

*\*Tablecloths are reserved for those who indicate they need one. Please be mindful that all tablecloths must be returned at the end of said event.*

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