

**VENDOR AGREEMENT**

This Vendor Agreement (this "Agreement") is entered in by you,     Lisu Vega    , (hereinafter, "Vendor") and PIVOT MARKET LLC (hereinafter, "Distributor") and sets out the terms and conditions governing Vendor and Distributor relationship in **MIAMI PIVOT MARKET**("MARKET"). By participating as a vendor at any MARKET you acknowledge that you have read and agree to the terms set out below.

**Application & Payment:** In order to participate in any MARKET (even if you have participated in prior MARKETS) Vendor must fill out an application for each MARKET ("Application") specifying the details of your requested participation in the MARKET and send in the required payment. Exact dates, prices and instructions are listed on the Application for each MARKET. Additional details relating to the MARKET can be found in the FAQ or upon request. Space is limited, and PIVOT MARKET LLC reserves the right to accept or reject any Vendor in its sole discretion. PIVOT MARKET does not guarantee that Vendor will get the size or type of spot they applied for until full payment is received. When and if Vendor's Application is accepted, Vendor will be notified via email. All fees must be paid in full before the mentioned deadline date listed on the Vendor Application. PIVOT MARKET LLC will not take any percentage of sales, no additional fees will be taken from the sales of the Vendor. PIVOT MARKET LLC will charge a flat rate fee, agreed upon by both parties. PIVOT MARKET LLC will be responsible for filling the sales tax for each vendor.

**Vendor Payment:** Vendor will receive payment of sales/profits within 2 weeks after last day of the previous month of sales. Vendor can request to be paid by online method. If wire payment is requested, Vendor will be responsible for any transfer fees.

**Services:** Once accepted, Vendor will be assigned a general designated spot/size and location at the MARKET. Vendor may be responsible for bringing fixtures and decoration to define their space if agreed upon, otherwise PIVOT MARKET LLC will supply all necessary fixtures to present the products. PIVOT MARKET LLC reserves the right to assign Vendor a designated spot within the MARKET as it sees fit. PIVOT MARKET does not accept requests for specific spot assignments and cannot guarantee that Vendor's assigned spot will be free from structural or architectural obstructions.

**Term:** This Agreement commences upon notification of acceptance of your Application to be a vendor and shall continue in effect through:

**October 1st ,2019 until March 31st, 2020**

unless otherwise terminated in accordance with the terms contained herein. Vendor agrees to pay the full amount of \$300 + tax monthly

PIVOT MARKET will manage a retail space of approximately 6sqft located at 8300 NE 2<sup>nd</sup> Ave,  
Miami, FL 33138 on behalf of the Vendor

**Liability:** PIVOT MARKET, LLC shall not be responsible for any loss or damage, including, without limitation to damage to Vendor's property or loss of sales. PIVOT MARKET, LLC maximum liability arising out of or relating to this Agreement shall not exceed, in the aggregate, the amounts paid to it by Vendor, and in no event shall PIVOT MARKET, LLC 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, and hereby releases and

waives any claims against PIVOT MARKET, LLC related to such loss, damage, liability, 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 PIVOT MARKET, LLC (and its officers, employees, agents, vendors, affiliates, and representatives) harmless against any claims arising out of or related to Vendor's participation in any MARKET, including for claims arising out of Vendor's negligent actions or omissions.

**Representations and Warranties:** PIVOT MARKET, LLC makes no representation, guarantee, or warranty with respect to any MARKET. All warranties, express or implied, are hereby disclaimed, including, without limitation, the warranties of marketability and fitness for a particular purpose. PIVOT MARKET, LLC does not guarantee any level of attendance at the MARKET and there will be no refund to Vendors, under any circumstances, except as expressly provided for herein, even after the MARKET is over. The vendor list, map, and spot assignments are subject to change without notice.

**Cancellations: If there is a cancellation:**

1. By Vendor: If Vendor needs to cancel, they must notify PIVOT MARKET, LLC by email to [info@pivotmkt.com](mailto:info@pivotmkt.com) with cancellation reason. Any cancellations will receive a full refund if cancelled 5 weeks before the listed deadline date; no refund will be issued if cancelled within 4 weeks from the deadline date. By cancelling, Vendor forfeits their spot and all participation at the MARKET.
2. By PIVOT MARKET, LLC: If a cancellation of the MARKET by PIVOT MARKET, LLC is necessary due to unforeseen circumstances, acts of a third party, or other circumstances which (in PIVOT MARKET, LLC judgment) may compromise the safety of the MARKET, then the MARKET may or may not be rescheduled. All Vendor payments will then be refunded in the full amount.

**Assignment:** Vendor may not assign this Agreement to any third party, or delegate any of its obligations without the written consent of PIVOT MARKET, LLC. Only the accepted Vendors will be allowed to sell or distribute their goods or services at the MARKET.

**Termination:**

1. Termination for Convenience: This Agreement may be terminated by PIVOT MARKET, LLC at anytime, with probable 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 MARKET rules provided to you, including those sent via email to the email address provided on your Application. PIVOT MARKET, LLC reserves the right to decline, prohibit, or expel any Vendor exhibit, or prevent any activity, displays, product, or conduct, which (in PIVOT MARKET, LLC sole judgment) is out of keeping with the character of the MARKET or endangers the venue, any attendee, or other vendors. Disputes pertaining to the flat-fee are unacceptable.

2. Vendor and its agents who participate in the Event agree to be bound by this Agreement and shall comply with its terms and all MARKET rules, regulations, and directives as expressed to Vendor by PIVOT MARKET, LLC in any way at any time. The terms of this Agreement, including any limitations and waivers, insures to the benefit of PIVOT MARKET, LLC and its affiliates and the MARKET co-producers and sponsors.

3. Any vendor whom promotes explicit, vulgar, sexual or crude material and/or products will be automatically terminated from the current MARKET and all other future MARKETS. A refund will not be issued.

4. Goods NOT permitted: Weapons (of any sort), any illegal items and or products (ex: counterfeit products, cannabis products, unlicensed copyrighted products). If any non-permitted goods are included PIVOT MARKET, LLC has the right to involve governmental security. Immediate termination will occur to the Vendor and a refund of any sort will not be issued.

**Miscellaneous:**

1. The relationship of Vendor to PIVOT MARKET, LLC 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 PIVOT MARKET, LLC liable for the debts or obligations of Vendor. PIVOT MARKET, LLC does not sell square footage, we provide an all-inclusive service.

2. This Agreement, any MARKET rules and regulations provided to Vendor by PIVOT MARKET, LLC or PIVOT MARKET, LLC 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 MARKET.

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 PIVOT MARKET, LLC and Vendor.

5. This Agreement is non-exclusive, and PIVOT MARKET, LLC reserves the right to contract with other vendors for the MARKET in any category PIVOT MARKET, LLC desires.

6. Any delay or failure by PIVOT MARKET, LLC 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 grants permission to PIVOT MARKET, LLC to use any image (photographs and/or video) for use in and publications including videos, email blasts, brochures, newsletters, and magazines and to use Vendor's image in electronic versions of the same publications or on websites or other electronic forms of media including social media platforms.

8. . Vendor is responsible for any shipping costs to and from PIVOT MARKET, LLC. If any damages occurring during shipping, PIVOT MARKET, LLC is neither responsible nor liable for these losses. PIVOT MARKET, LLC will ship back any products to the Vendor using credit from Vendor profits made during the MARKET. Vehicle pick-up and drop-off are free of charge if Vendor provides driver. Once Vendor inventory exits PIVOT MARKET, LLC property, PIVOT MARKET, LLC is not responsible for any damages, loss, or any other occurring event. PIVOT MARKET, LLC will communicate any discrepancies upon inventory arrival, along with final count as inventory exits. Vendor is responsible for their own product/business insurance if they choose to do so.
9. PIVOT MARKET, LLC agrees to provide all the listed services stated in the desired packages showcased online at [www.pivotmkt.com](http://www.pivotmkt.com)
10. Returns and Exchanges: PIVOT MARKET, LLC will not accept any returns and/or exchanges from customer once the participation of the Vendor in the MARKET is complete. PIVOT MARKET, LLC will not add or discount to the original price of products (all prices will be according to the price list that vendor supplies).
11. All products received shall be pre-priced, tagged, and labeled correctly. All items must arrive ready to be presented on the sales floor. Hand-written tags are not acceptable.
12. Only PIVOT MARKET, LLC employees and staff pertaining to the PIVOT MARKET, LLC Company shall be permitted on-site. No representatives from joining Vendors are accepted to sell at the MARKET.

**I FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS LISTED IN THIS AGREEMENT. THIS AGREEMENT IS AGREED UPON THE PARTIES BELOW:**

PIVOT MARKET, LLC

DocuSigned by:  
*Alvaro De Jesus*  
780AE3CEE0A84B7...

Sign

VENDOR

DocuSigned by:  
*[Signature]*  
94E60A351860462...

Sign