



VENDOR AGREEMENT

V. 2020.01.28

VENDOR INFORMATION					
Company Name / DBA:				EIN / Tax ID #:	
Physical Address:			Mailing Address (if different than Physical Address):		
City:	State:	Zip:	City:	State:	Zip:
Contact Person(s):					
Phone:			Email:		
VENDOR'S SERVICES & FEES					
Description of Services:			Vendor's Fees (paid on Net 30 basis):		
REQUIRED ATTACHMENTS					
<input type="checkbox"/> Business License (or equivalent document, such as filed FBN / DBA Statement) attached <input type="checkbox"/> IRS W-9 Form attached					
CERTIFICATION & ACKNOWLEDGMENT					
<p>I, the undersigned, certify that I have read, understand and agree to ALL OF THE TERMS & CONDITIONS of this Vendor Agreement ("Agreement") contained below. I further certify that I have authority to enter into this Agreement on behalf of the parties to this Agreement. (the above-identified vendor, as "Vendor," and SEAS Productions, 445 Enterprise Street, San Marcos, CA 92078; Email: tammy@seaspro.com as "SEAS" or the "Company"). Vendor and the Company are also referred to as "party," individually, and "parties," collectively, sometimes herein.</p>					
VENDOR:			SEAS:		
Signed: _____			Signed: _____		
Dated: _____			Dated: _____		
Printed Name:	Title:	Printed Name:	Title:	Printed Name:	Title:

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TERMS & CONDITIONS

1. OVERVIEW. The Company desires to engage Vendor to perform certain services, professional or otherwise (the "Services"), for the Company as set forth above under "Vendor's Services & Fees" and Vendor is willing to perform such services for the Company hereunder. This Agreement shall become effective on the date of the last executing party.

2. DESCRIPTION OF SERVICES. Vendor shall perform the Services for the Company along with such additional services as may be specifically requested by the Company as needed by the Company during Vendor's regular business hours. Vendor acknowledges that the Services, or certain aspects thereof, may involve hazardous or dangerous conditions or circumstances; and with the knowledge of such hazardous or dangerous conditions or circumstances, Vendor does hereby voluntarily assume the risk associated therewith that may result from the performance of Services.

3. FEES. As consideration for the Services to be performed by Vendor, and for other obligations of Vendor, the parties agree that the Company shall pay to Vendor the fees (or at a rate of) and on the basis set forth above on Page 1 under "Vendor's Services & Fees" (the "Fees"). The parties agree that the above-described monetary consideration shall be the entire compensation paid to Vendor under this Agreement and Vendor shall not be entitled to receive any other amounts other than those expressed herein. Furthermore, if Vendor should become obligated or liable under paragraph nine (9) of this Agreement, the parties agree that the Company shall have the right to recovery any such related loss or damage from Vendor by withholding any Fees owed to Vendor under this paragraph in addition to any other remedy at law or in equity that may be available to the Company in connection with any such violation.

4. TERM AND TERMINATION. There shall be no specific term of this Agreement. Either party may terminate this Agreement at any time for any reason by providing the other party fifteen (15) days prior written notice of such termination. Upon any such termination, Vendor agrees to return any of the Company's property in Vendor's possession within 24 hours of such date of termination or else the parties agree that the Company shall have the right to collect from Vendor the reasonable market value of any such unreturned property, which can be achieved by withholding Fees owed to Vendor in addition to any other remedy at law or in equity that may be available to the Company.

5. INDEPENDENT BUSINESS ENTITIES. Nothing in this Agreement shall in any way be construed to establish Vendor as an agent, employee or representative of the Company, nor is the arrangement between the parties intended in any way to constitute a partnership, joint venture or collaboration of any kind for the purpose of sharing ownership in common. Vendor has no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written consent of the Company; and each party shall be separately and entirely liable for their own taxes (income or otherwise), debts, liabilities, and responsibilities in all respects, including the proper compliance with all federal and state laws.

6. CONFLICTING OBLIGATIONS. Vendor certifies that Vendor has no outstanding agreements or obligations that are in conflict with any of the provisions of this Agreement, or that would preclude Vendor from complying with the provisions hereof; and Vendor further certifies that Vendor will not enter into any such conflicting agreement during the term of this Agreement that would cause Vendor to breach or default under any provision of this Agreement.

7. REIMBURSEMENT OF AUTHORIZED EXPENSES. The Company shall reimburse Vendor for all reasonable out-of-pocket expenses incurred by Vendor in the furtherance of or in connection with the performance of this Agreement so long as Vendor receives prior written authorization from the Company to incur such expenses. Written authorization can be obtained or received by Email or text message(s). Vendor shall submit all such expenses to the Company in a form prescribed by the Company. Vendor shall be responsible for all travel expenses incurred in connection with this Agreement.

8. VENDOR'S WARRANTIES. Vendor warrants, represents and certifies that:

(a) Vendor is an independent business entity, whether sole proprietorship, corporation, limited liability company or otherwise, and not an employee or exclusive business provider of the Company.

(b) Vendor maintains a valid business license (or equivalent business registration documentation), all other

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required licenses, certifications or permits for its trade, industry or practice, if any; and Vendor possesses the qualifications, experience, and the ability to properly perform the Services in a good and professional manner;

(c) Vendor maintains all required insurance coverage, such as Worker's Compensation insurance, if any;

(d) Vendor shall at all times under this Agreement comply with the Company's policies and procedures as made known and administered by the Company;

(e) Vendor shall not violate or infringe upon any third party rights, including but not limited to property, contract, employment, trade secret, confidential and proprietary information, or any trademark, copyright or patent rights; and

(f) Vendor shall not violate any applicable federal, state or local laws, rules or regulations in the performance the Services under this Agreement.

9. VENDOR'S INDEMNIFICATION. Vendor shall indemnify and hold the Company and its officers, employees, and agents harmless from any and all claims, liability, damages, losses and expenses arising from:

(a) any personal injury (or death) or damage of any property arising out of or relating in any way to any act or omission by Vendor in the performance of the Services under this Agreement;

(b) any taxes or other payments owed by Vendor to any governmental agency as a result of the Services provided hereunder, any compensation owed to any employee or subcontractor of Vendor the Services provided hereunder, or any determination that Vendor is not an independently established business; and

(c) any claim by a third party that the work or materials provided hereunder infringes a copyright, patent, trade secret or other intellectual property right of such third party.

10. SEAS' INDEMNIFICATION. The Company shall indemnify and hold Vendor harmless from any and all claims, liability, damages, losses and expenses arising from:

(a) any personal injury (or death) or damage of any property arising out of or relating in any way to any act or omission by the Company in connection with this Agreement.

11. CONFIDENTIALITY. In the course of Vendor's performance of the Services hereunder, Vendor may have access to confidential and proprietary information and materials of the Company or its clients or customers ("Confidential Information"). Confidential Information includes, but is not limited to, information related to past, present or future research, development or business affairs, any proprietary products, materials or methodologies, or any other information which provides the Company or its clients or customers with a competitive advantage. Confidential Information shall be used by Vendor only in conjunction with the performance the Services hereunder and shall not be disclosed to any third party with the prior written consent of the Company. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information. Upon any termination of this Agreement, Vendor shall return all Confidential Information to the Company. This paragraph shall survive termination of this Agreement. Vendor understands and acknowledges that the Company may sustain irreparable injury if Vendor violates this paragraph; and in order to limit or prevent such irreparable injury, the Company shall have the right to enforce this provision by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of or default under this Agreement.

12. NO SOLICITATION. Vendor agrees that for the period of Vendor's engagement by the Company under this Agreement and for three (3) years after the date Vendor's engagement ends for any reason, Vendor shall not, either directly or through others, (i) solicit or attempt to solicit any employee of the Company to end his or her relationship with the Company; and (ii) solicit any vendor, contractor, or client or customer of the Company, with whom Vendor had contact or whose identity Vendor learned as a result of Vendor's engagement with the Company to diminish or materially alter its relationship with the Company. The parties agree that for purposes of this Agreement, a customer is any person or entity to which the Company has provided goods or services at any time during the period commencing one (1) year prior to Vendor's engagement with the Company and ending on the date Vendor's engagement with the Company ends. At the present time, the Company engages in the solicitation, setup, breakdown, and operation of audiovisual equipment and other related services. The parties understand that the scope and nature of Vendor's activities and services, and the Company's business, products or services, may change as the Company develops. The parties agree that the scope of this provision will change to cover any changes in Vendor's activities or services, as well as any changes in the Company's business, products or services, during Vendor's engagement.

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13. NOTICES. Any notice related to this Agreement may be given by any of the following methods to the address(es) listed on Page 1 above: By hand delivery, at which time notice shall be deemed given on the date such notice was actually hand delivered; by overnight delivery, at which time notice shall be deemed given at the end of the second day following the date such notice was sent by overnight delivery; by United States mail with return-receipt requested, at which time notice shall be deemed given at the end of the third day following the date such return-receipt was signed; or by electronic mail ("Email") delivery, at which time notice shall be deemed given on the date either a "read-receipt" was received by the sender (if available), or if no read-receipt is available, on the date the intended recipient of the Email notice acknowledges receipt of such notice.

14. FORCE MAJEURE. The Company's obligations under this Agreement shall be extended by a period equal to any period of force majeure (circumstance beyond the control of the Company) that prevents the Company from performing such obligations.

15. NO TRANSFER OR ASSIGNMENT. Vendor cannot transfer or assign this Agreement or any of Vendor's rights hereunder without the prior written permission and consent of the Company, which the parties agree can be granted or withheld in the Company's sole discretion without recourse of any kind from Vendor.

16. ATTORNEY'S FEES. In the event that it becomes necessary for any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in connection with such enforcement.

17. ADVICE OF COUNSEL. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

18. GENERAL PROVISIONS. This Agreement shall be binding upon the parties' owners, officers and directors in the same manner the parties are bound by this Agreement; and no waiver by the parties of any provision of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances, shall be deemed to be either a continuing waiver or a waiver of a subsequent breach or default of any such provision of this Agreement. The headings contained in this Agreement are for convenience purposes only and are not determinative nor are they to be considered in construction of the terms and conditions herein; and any term or condition contained in this Agreement that may be found by a court of proper jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other term or condition of this Agreement. This Agreement may be executed in counterparts, by way of fax, e-signature or otherwise, with the same effect as if all original signatures were placed on one document and all of which together shall be one and the same Agreement. The parties agree that there are no other agreements or understandings between them with respect to the subject matter of this Agreement. This Agreement shall supersede all prior agreements, oral or written (if any), between the parties and is intended to serve as a complete and exclusive statement of the business relationship between them. This Agreement shall be governed by and construed in accordance with the laws of the State of California with the County of the Company's principal place of business having complete jurisdiction over any claim, controversy or dispute related to this Agreement; and no change or modification of this Agreement shall be valid unless the same is done in writing and signed by the parties.

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