**Circle of Beauty sponsored by Sami Halaseh Institute Vendor Agreement**

This Vendor Agreement (this “Agreement”) is entered into by you, the vendor, (hereinafter, “you” or “Vendor”) and Circle of Beauty/Sami Halaseh Institute and sets out the terms and conditions governing your participation in Circle of Beauty/Sami Halaseh Institute (hereinafter, “COB/SHI”) events (each, an “Event”). By participating as a vendor at any Event you acknowledge that you have read and agree to the terms set out below.

**Application & Payment:** In order to participate in any event (even if you have participated in prior Events) Vendor must complete an application for each Event (each an “Application”). Each Application must specify the details of your requested participation in the Event, and include the required payment. Payment for booths may be submitted by dropping off cash or paying by card (3% processing fee will be applied to credit card payments) at Sami Halaseh Institute 1034 N. Andover Rd, Suite A Andover, Ks 67002 (Monday-Friday 10am-5pm). Payments must be submitted by August 25th, 2023. No exceptions. Applications will not be considered until payment is received. If a payment is not received by August 25th, 2023 it will result in a cancelation of your Application. Space is limited and COB/SHI reserves the right to accept or reject any Vendor in its sole discretion. COB/SHI does not guarantee that Vendor will get the size or type of spot they applied for. When and if Vendor’s Application is accepted, Vendor will be notified via email.

**Services:**Once accepted, Vendor will be assigned a designated space. Additional information about the setup will be sent to accepted Vendors. You are responsible for bringing fixtures and decoration to define your space. COB/SHI reserves the right to assign Vendor a designated spot within the Event as it sees fit. Circle of Beauty does not accept requests for specific spot assignments and cannot guarantee that Vendor’s assigned spot will be free from structural or architectural obstructions. Vendors needing electricity need to bring their own extension cord and let us know they will need electricity. Required City or State permits as deemed necessary need to make arrangements with the appropriate third party and may be required to pay an additional fee.

**Term:**This Agreement commences upon your completion of the Application to be a vendor at any Event(s) and shall continue in effect through your participation in such Event(s), unless otherwise terminated in accordance with the terms contained herein.

**Liability:**COB/SHI shall not be responsible for any auto-liability or auto damage by or from the Vendor. COB/SHI shall not be responsible for any loss or damage incurred by Vendor, including, without limitation, damage to Vendor’s property, loss of sales, or injury to or death of Vendor (or its agents, employees, and/or personnel). COB/SHI’s 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 COB/SHI 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, including but not limited to acts or omissions by Vendor, and hereby releases and waives any claims against COB/SHI related to such loss, damage, liability, injury, 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 Circle of Beauty or Sami Halaseh Institute (and its officers, employees, agents, vendors, affiliates, and representatives) harmless against any claims arising out of or related to Vendor’s participation in any Event, including for claims arising out of Vendor’s negligent actions or omissions.

**Insurance:**Vendor represents that it has, or will have at the time of the Event, appropriate insurance to cover liability for the types of activities Vendor will conduct at the Event including auto-liability insurance as applicable.

**Representations and Warranties:** COB/SHI makes no representation, guarantee, or warranty with respect to any Event. All warranties, express or implied, are hereby disclaimed, including, without limitation, the warranties of marketability and fitness for a particular purpose. COB/SHI does not guarantee any level of attendance at the Event and there will be no refund to Vendors, under any circumstances.  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 COB/SHI (Kasi Adams) by email to admissions@samihalasehinsitute.com If cancellation notification is received more than 45 calendar days before the Event, Vendor will receive a full refund. If Vendor cancels within 15 calendar days of the Event, they will receive a 50% refund. Any cancellations within two weeks of the event will not receive a refund. By cancelling, Vendor forfeits their spot at the Event.
2. **By Circle of Beauty:** If a cancellation of the Event by COB/SHI is necessary due to unforeseen circumstances, acts of a third party, or other circumstances which (in COB/SHI’s sole judgment) may compromise the safety of Event participants, then the Event will not be rescheduled. Due to the Event fee being a donation to charity, refunds of 100% will be given to the Vendor upon their request. Vendors must request their refund 2 weeks after the cancelation of the Event. If a request is not received within the 2 week timeframe, it will result in a donation to the charity.

**Assignment:** Vendor may not assign this Agreement to any third party, or delegate any of its obligations without the written consent of COB/SHI. Only the accepted Vendors will be allowed to sell or distribute their goods or services, and/or conduct activities at the Event.

**Termination:**

1. **Termination for Convenience:** This Agreement may be terminated by COB/SHI at any time, with or without 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 Event rules provided to you, including those sent via email to the email address provided on your Application. COB/SHI reserves the right to decline, prohibit, or expel any Vendor exhibit, or prevent any activity, displays, product, or conduct, which (in COB/SHI’s sole judgment) is out of keeping with the character of the Event or endangers the venue, any attendee, or other vendors.
2. Vendor and its agents, employees, personnel, and/or independent contractors who participate in the Event agree to be bound by this Agreement and shall comply with its terms and all Event rules, regulations, and directives as may be expressed to Vendor by COB/SHI in any way at any time. The terms of this Agreement, including any limitations and waivers, inures to the benefit of COB/SHI and its affiliates and Event co-producers and sponsors.
3. All Vendors must comply with professional dress code. Shirts and shoes are required.
4. No smoking, chewing gum or open drink containers will be allowed. Please keep your food and drinks to your designated booth area and throw away your trash in an appropriate trash can provided by COB/SHI.
5. Courtesy and professionalism is to be used at all times when dealing with other Vendors, guests and support staff.
6. Discuss only ethical and professional subject matters and refrain from using profanity.
7. Be fair, honest, and never steal.
8. No drugs or alcohol.

**Miscellaneous:**

1. The relationship of Vendor to COB/SHI 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 COB/SHI liable for the debts or obligations of Vendor.
2. The validity, interpretation, construction, and enforcement of this Agreement will be governed and controlled by the laws of the State of Kansas without regard to its choice of law principles. Any dispute arising out of, or related to, this Agreement must be brought in federal or state court in Butler County and the parties hereby consent to the exclusive jurisdiction and the venue of such forum. You understand and agree to comply with all requirements and herein adhere to the policies and procedures. You agree to pay any court costs and fees incurred in the event, that any legal action is taking regarding this event.
3. This Agreement, any Event rules and regulations provided to Vendor by COB/SHI or COB/SHI’s 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 Event.
4. 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.
5. No amendment or revision to this Agreement shall be effective unless agreed to in writing by COB/SHI.
6. This Agreement is non-exclusive and COB/SHI reserves the right to contract with other vendors for the Event.
7. Any delay or failure by COB/SHI 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.
8. When you enter a COB/SHI event, you enter an area where photography, audio, and video recording may occur. By entering the event premises, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by COB/SHI and its affiliates and representatives. By entering the event premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged.
9. As Sami Halaseh Institute is a school first and foremost, you agree that you will not charge a fee for any services requiring a license in Cosmetology, Esthetics or Nail Technology. You are allowed to perform services free of charge at your discretion.