

# SMALL PUBLISHING IN A BIG UNIVERSE MARKETPLACE

## VENDOR AGREEMENT

### 1. DEFINITIONS

- VENDOR:
- EVENT:
- SALES LOCATION: Dealers Room
- MERCHANDISE: books (unless otherwise specified)

### 2. POINTS OF CONTACT

- Primary Small Publishing in a Big Universe Marketplace Contact:
- Primary Event On-Site Contact:
- Primary Vendor Contact:

Contact information will be provided to the Vendor after their acceptance of the Agreement.

### 3. DESCRIPTION AND SCOPE

Under the terms and conditions provided by this Agreement, the Small Publishing in a Big Universe Marketplace (herein referred to as the “SPBU Marketplace”) agrees to provide space at their table in the Sales Location at the Event to the Vendor.

### 4. FEES

Base Fees cover the services provided by the SPBU Marketplace and listed in Base Fee Services under the terms of this Agreement. Additional services listed under Additional Fees may be provided at the rates listed in that section.

#### A. BASE FEES

The base fees for participating at the Sales Location at this Event during the hours when the Sales Location is open for public sales are:

- \$XX.00 USD per each day of the Event on which the Vendor wishes to sell their Merchandise

or

- \$XX.00 USD for the scheduled five (5) days of the Event

## B. BASE FEE SERVICES

The Base Fee includes these services:

- Space at the table managed by the SPBU Marketplace at the Sales Location for up to three (3) books.
- Each book will be listed on the page on the SPBU Marketplace website associated with the Event for the full duration of the Event and for a minimum period of seven (7) calendar days after the end of the Event.
- One (1) social media announcement on the accounts managed by the SPBU Marketplace will be made each day for each book covered by the terms and conditions of this Agreement.

## C. ADDITIONAL FEES

The Vendor may purchase these additional services:

- Space at the table managed by the SPBU Marketplace at the Sales Location for each additional two (2) books: \$X.00 in addition to the Base Fee.
- Each book will be listed on the page on the SPBU Marketplace website associated with the Event for a total of thirty (30) calendar days after the end of the Event: \$10.00 for all books covered by the terms and conditions of this Agreement.
- One (1) additional social media announcement on the accounts managed by the SPBU Marketplace will be made each day for each book covered by the terms and conditions of this Agreement: \$5.00

## D. PAYMENT OF FEES

Payment of all fees must be made in advance of the start of the Event. No merchandise may be sold by the Vendor at the Sales Location until all fees have been paid.

Payment of fees may be made through either PayPal or Square. A request for payment will be provided to the Vendor by the SPBU Marketplace.

## E. REFUNDS

- Fees will be fully refunded if:
  - the Event is canceled.
  - the Event changes its participation terms in such a manner that the participation of the SPBU Marketplace is no longer feasible.

- the Vendor cancels their participation in writing to the SPBU Marketplace within fourteen (14) calendar days prior to the Event.
- Fees WILL NOT be refunded if the Vendor is involuntarily terminated from the Event. (See “9. Termination”.)

## 5. MERCHANDISE MANAGEMENT

- The Vendor is responsible for getting their Merchandise to the Event. The SPBU Marketplace is neither responsible nor liable for the shipment of the Vendor’s Merchandise to and from the Event. Any shipping and associated service fees are the responsibility of the Vendor.
- At the conclusion of the Event, The Vendor is responsible for the disposition of their own Merchandise. If the Merchandise has not been claimed by the official close of the Event, the Merchandise will be disposed of by whatever means the SPBU Marketplace feels is appropriate and applicable. No compensation or reimbursement will be paid for Merchandise not claimed at the end of the Event by the Vendor.

## 6. PAYMENT MANAGEMENT

All sales transactions will be processed using the SPBU Marketplace payment processor (Square).

Vendors assisting in transactions at the Sales Location will:

- install and activate the Square app installed on a functional mobile device.
- record all sales transactions, regardless of whether the transaction is conducted using cash or credit card, for purchases of all Merchandise available for purchase at the Sales Location.

The SPBU Marketplace will:

- be responsible for the collection, reporting, and payment of any sales tax for the sales of all Merchandise to the appropriate state and local sales tax authority.
- provide the Vendor with a record of their associated transactions and any associated fees or taxes within five (5) business days from the end of the Event.
- send any payments due to the Vendor within five (5) business days from the end of the Event via the payment method agreed upon, less any credit card processing fees (currently, 2.6% + \$0.10 per transaction) and any sales tax collected.

## 7. SCHEDULING AND APPEARANCES

### A. AUTHOR APPEARANCE SCHEDULING

The Vendor can choose to schedule times when they agree to be present at the Sales Location to meet with readers to promote, sell, and sign their books. These periods will count toward their time committed under “B. Table Management Scheduling”.

The Vendor agrees to schedule these appearances at the Sales Location in advance with SPBU Marketplace so that SPBU Marketplace can appropriately schedule and balance the appearances of all the Vendors participating at the Sales Location at the Event.

### B. SALES LOCATION MANAGEMENT SCHEDULING

If the Vendor is attending the Event in person, the Vendor will commit to a minimum period of an average of two (2) hours per day to assist in the management of the Sales Location. The Vendor will provide the days and times when they will be available through the duration of the Event. The SPBU Marketplace agrees to create and maintain an ongoing schedule for the duration of the Event.

The failure of the Vendor to fulfill their scheduled Sales Location management commitment may be grounds for involuntary termination of this Agreement. (See “9. Termination”.)

## 8. LIABILITY

The SPBU Marketplace:

- is not responsible for lost, stolen, or damaged merchandise. The Vendor is responsible for the safe storage and security of their own Merchandise. The Vendor is also expected to respect and protect the Merchandise of other Vendors participating at the Sales Location.
- will make its best effort to ensure that the Sales Location will be supervised at all times. The SPBU Marketplace cannot, however, guarantee that the Sales Location will be staffed during all of the hours during which it is open for public sales. Efforts will be made to protect and secure the Merchandise during those periods when the Sales Location cannot be staffed.
- carries no responsibility or liability for the quality or content of the items that the Vendor offers for sale. The SPBU Marketplace will, however, strictly adhere to any and all restrictions placed on content or format as stated by the terms and conditions of the Event. The Vendor is responsible for being familiar with those restrictions before signing this Agreement.

## 9. TERMINATION

Termination of this Agreement will be based on the conditions provided in the following sections.

### A. VOLUNTARY TERMINATION

This Agreement may be terminated by either the SPBU Marketplace or the Vendor, by written notice by either party more than fourteen (14) calendar days prior to the start of the Event. All Fees will be refunded to the Vendor, if previously paid. (See “E. Refunds” under “4. Fees”.)

### B. INVOLUNTARY TERMINATION

This Agreement with the Vendor will be immediately terminated, even before the conclusion of the Event, for:

- intentionally damaging the Merchandise from other Vendors
- failing to report and/or surrender funds received from the sales of Merchandise by other Vendors.
- the theft of Merchandise or intentionally allowing the theft of Merchandise from other Vendors.
- failure to show up at their assigned times for table management or for being consistently tardy for their assigned times.
- behavior that violates the SPBU Marketplace Code of Conduct (which will be provided separately for signature). (See “10. Code of Conduct”.)
- being requested to leave the Event by the management staff of the Event.

No Fees will be refunded if the Vendor is terminated for any of the reasons listed above. If possible, the Vendor will be given the opportunity to claim their Merchandise under the supervision of Event management and/or SPBU Marketplace representatives.

## 10. CODE OF CONDUCT

The Vendor will be expected to participate and behave in accordance with the Company's Code of Conduct (to be provided and signed separately).

11. SIGNATURES

SPBU MARKETPLACE

VENDOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE