

PENNINGTON DAY VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is between the individual Booth Vendor ("Vendor") and Pennington Day, effective May 16, 2020.

1. **Description; Timeframe.** This Agreement shall be effective for May 16, 2020 and pertains to the Pennington Day event held in Pennington, NJ.
2. **Fees; Payment.** The receipt of any payments by Pennington Day from Vendor shall not be evidence of additional terms not set forth hereunder nor constitute a waiver of under warranties or requirements hereunder.
3. **WARRANTIES**
 - a. **Infringement.** Vendor warrants that participation in Pennington Day will not infringe on any third party's intellectual property rights.
 - b. **Authority.** Each party warrants that: (i) they have the power and authority to enter into and perform this Agreement; (ii) the Agreement will be a legally valid and binding obligation enforceable against either party; and (iii) there are no pending or threatened litigation actions, claims or proceedings that would materially impact their ability to perform hereunder.
 - c. **Performance.** Vendor warrants that it will perform its obligations in a timely, workmanlike manner, in accordance with industry best practices and agreed specifications.
 - d. **Compliance with Laws.** Vendor warrants that neither its execution of this Agreement nor its participation in Pennington Day violate any applicable law (including without limitation, privacy, import, export, currency control, labor, hazardous materials, safety and environmental laws, rules and regulations), or any contract between Vendor and any other person or entity. Each party warrants that it shall comply with all applicable federal, state and local laws and regulations.
 - e. **Insurance.** Vendor warrants that it will maintain insurance in accordance with the requirements contained in Exhibit A for the entire time this Agreement remains effective.
 - f. **Information.** Pennington Day shall provide Vendor with information necessary for participation. Pennington Day warrants that to the best of its knowledge that all information provided hereunder will be accurate and complete in all material respects.

- 4. Indemnification.** To the fullest extent permitted by law, Vendor shall indemnify, defend, and hold Pennington Day and our respective agents ("Indemnified Parties") harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, participation in Pennington Day regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an agent or employee of Vendor and shall not be limited in any way by any limitation on the amount of or type of damages, compensation or benefits payable by or for the Vendor under any workers compensation acts, disability benefits acts or other employee benefits acts. Vendor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Vendor shall bear the risk of loss with respect to any of its expenses or loss of income.
- 5. Access to Premises.** Pennington Day makes no representations with respect to the physical conditions or safety of our premises. Vendor shall, at its own expense, preserve and protect from injury its agents or employees participating in Pennington Day and all property and persons which may be affected by its operations in participation.
- 6. Independent Contractor; Employees.** Each party is an independent contractor and not the other's agent, partner, fiduciary or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or assume or create any obligation on the other's behalf.
- 7. Notices.** Any notices specified herein shall be available online and in writing upon request. Notices are deemed given upon the Vendor's registration with Pennington Day. The parties agree that general operational communications may be transmitted via e-mail between the parties' authorized business contacts.
- 8. Limitation on Damages.** EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE HEREUNDER TO CLAIM OR RECOVER PUNITIVE DAMAGES. To the fullest extent allowed by law, Vendor hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees. Neither party shall be liable for indirect, special or consequential damages arising out of or relating to this Agreement except where such damages arise out of or relate to the party's intentional, reckless, or grossly negligent acts or omissions.

9. Entirety of Agreement. This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior discussions, understandings and agreements. No alteration or modification of this Agreement shall have any force or effect unless in a written instrument signed by both parties. Delivery of an executed Agreement shall be effective upon Vendor registration. If any provision hereunder shall be held invalid, unenforceable or in conflict with any applicable law or regulation, this Agreement shall be considered divisible and the validity of the remaining provisions shall not be affected. No waiver or failure of either party to keep or perform any term or condition hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other term or condition. The remedies herein provided shall be deemed cumulative, and the exercise of one will not preclude the exercise of any other nor will the specification of remedies preclude other remedies available at law or in equity. This Agreement shall be binding upon and inure to the benefit of Vendor, Pennington Day and the respective successors and assigns of each. All consents, approvals, notices, requests and similar actions to be given or taken by either party shall not be unreasonably withheld or delayed and each party shall only make reasonable requests. Headings shall not be used for interpretation.

EXHIBIT A VENDOR INSURANCE REQUIREMENTS

Vendor shall (and shall cause each of its subcontractors), at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best's Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers compensation	Statutory limits
Employers liability	\$1M each accident for bodily injury by accident \$1M each employee for bodily injury by disease \$1M policy limit for bodily injury by disease
Commercial general liability ¹	\$1M per occurrence \$1M personal and advertising injury \$1M products and completed operations \$1M general aggregate
Automobile liability- Hired, Owned and Non-Owned	\$1M combined single limit
Professional liability / Errors and Omissions ²	\$2M per claim \$2M annual aggregate

Other Insurance Provisions

1. The Identified Insurance shall include the following provision on the Commercial General Liability and Umbrella insurance policies to name the following as additional party insureds (***Additional Insureds***), covering all the activities of Vendor with respect to the performance of this Agreement: Pennington Day, and its respective affiliated persons and entities, including without limitation their respective directors, officers, employees, agents and representatives shall be additional insureds on the Commercial General Liability and Umbrella insurance policies.
2. All Identified Insurance shall be written on an occurrence basis except for Vendor's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Vendor, and coverage shall apply for the benefit of Pennington Day and all additional parties insured as if no deductible or self-insured retention applied.

¹ Such limits may be provided through a combination of umbrella and primary policies, in form no less broad than a standard ISO CG 00 01. Such insurance shall include products-completed operations coverage with a limit of no less than \$1,000,000 per occurrence.

² If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of this Agreement; and continuous coverage shall be maintained or an extended discovery period will be exercised for a period of six years beginning from the time that services under this Agreement are completed. Coverage shall include defense costs and shall apply to liability arising from Vendor's, acts, errors, and/or omissions.