

# **BACKYARD BOUTIQUE PARTY NETWORK**

*Creative boutique parties featuring women in business*

## **Backyard Boutique LA (“BBLA”) Vendor Agreement**

- A. Vendor and Backyard Boutique Party Network desire to join together for the pursuit of common business goals.
- B. Vendor to participate at pre-scheduled BBLA boutique events; showcasing products or services as agreed on a specific date and time.
- C. Vendor agrees to pay a fee to participate at pre-scheduled BBLA boutique events. Fees will vary according to event type, size, etc. Boutique participation fees include the opportunity to invest into the Backyard Boutique Party Network, present your business at a pre-arranged event location, free marketing of the event via the website, email lists, marketing materials, and other social network sites and events. Vendor participation fees will range from \$10 - \$60.
- D. Vendor will have a consistent, professional presentation at every location, creating a standard that communicates the integrity of the group that is being presented.
- E. Vendor agrees to cancel a booth/space reservation at least 72 hours prior to the event. If vendor fails to cancel within this time period, the vendor will be assessed the full participation fee.
- F. It is the goal of every BBLA event to avoid having two vendors selling the same items on the same day at the same event. Therefore, vendors must disclose all items being sold in advance.
- G. Vendor is entitled to attend any boutique of their choice if they have agreed and guaranteed participation at this event prior to the date of the event.
- H. Vendor is required to pay for their participation at any said event upon commitment of participation. Payment may be in the form of credit card, check, or cash. If applicable, additional commission payments must be received by the close of the said boutique. If additional commission payments are not received by the close of the said boutiques, future participation in any pre-scheduled BBLA events will be denied.
- I. Vendor is responsible for collecting payments and any applicable sales tax. Backyard Boutique Party Network must receive a copy of your sales slips/invoices/receipts showing total sales from the event PRIOR to leaving
- J. In the case of last minute cancellation, vendor can choose to assign a replacement (another member of the same company) to take their place at an event; they may do so up to 72 hours prior to the event. If the vendor cancels within the 72 hour period without a replacement, the fee paid for that said date will become non-refundable and a new vendor may be chosen to take their place.
- K. If a hostess changes a boutique date, the vendors who have been confirmed for the original date will have the first right of refusal on the new date. Only if the original vendors cannot participate will new openings be available. If a hostess cancels a boutique and money has already been collected, a credit toward a future event will be given or monies refunded.

- L. Vendor shall be responsible for the conduct and welfare of all persons employed by them who participate in each event. This includes the supervision of minors, damages to personal property, and all fees due. The vendor is responsible for paying full replacement cost or full repair cost, as determined by the business or homeowner, for any loss or damage resulting from the participation by the vendor or anyone acting on behalf of the vendor at an event.
- M. Vendor understands there are inherent risks to participating at an event that is held at a home, business, or any other venue not specified. Each vendor shall hold harmless Backyard Boutique Party Network, its officers, directors, employees, and volunteers from any and all claims, losses, liabilities, costs, damages, or related expenses as a result of any injury to any person or any damages to any property due to the participation at any BBLA event. Backyard Boutique Party Network does not carry insurance that covers the participating vendors. All vendors are required to carry their own individual policies.
- N. Vendor agrees to apply integrity and excellent customer service when interacting with a consumer, hostess or a Backyard Boutique Party Network staff member and with contacting the public thereafter via phone, mail, or e-mail. They also guarantee that they have the knowledge, expertise, and experience to promote the product, talent, or service that they are representing. There shall be no smoking on the premises of any event. Backyard Boutique Party Network has the right to refuse or terminate a vendor's participation for a select event or for any or all future events due to any of the following at their discretion: excessive alcohol or drug use, foul language, disorderly conduct, poor customer service or integrity, inconsistent behavior with the image, reputation purpose or function of the Backyard Boutique Party Network or excessive tardiness.
- O. Vendor is required to bring their own display items such as tables, clothes stands, displays, etc. and agrees to set up at each event at scheduled time. They also agree to tear down no earlier than the event end time unless instructed to do so by a Backyard Boutique Party Network employee or the hostess of the event. Vendors are responsible for the clean up of their own display spaces.
- P. Vendor agrees that Backyard Boutique Party Network does not guarantee sales at any given boutique party, but an opportunity to build relationships and educate women about the product or service that you represent. It is the responsibility of the vendor to invite guests, along with the hostess and the Backyard Boutique Party Network, to make the most of the opportunity given in creating a successful boutique party.
- Q. Vendors have the option, but are encouraged to provide the boutique party hostess a free gift or benefit. This hostess gift may be in the form of merchandise or a gift certificate. Each vendor will need to identify her hostess gift prior to participating in each boutique. This gift can change from boutique to boutique, keeping in mind, the better the hostess gift, the more inclined the hostess will be to invite more guests to attend as well as refer others to your business.
- R. It is also recommended to supply a promotional "give-away" item for attendees at every boutique in order to leave a lasting impression of your business and a memorable boutique experience.

**NOTE:** Signature of acceptance to these terms and guidelines required on Vendor Application.