**VENDOR AGREEMENT**

This Vendor Agreement (the “Agreement”) is made and entered into as of **[Please insert date]** by and between TASCK Creative Company Limited, a Creative Agency and host of the Incredible Musik Festival with its principal place of business located at 8 First Mews Estate, Lekki, Lagos (hereinafter referred to as “TASCK”), and **[Vendor Name]**, a **[State] [Type of Entity]** with its principal place of business located at **[Address]** (hereinafter referred to as “Vendor”).

## **Vendor’s Obligations:**

* 1. The Vendor agrees to sell **[Product Description]** at the Incredible Musik Festival (the “Festival”), which will be held on December 26th at Swanky Haus.
	2. The Vendor shall **NOT** use cash as a method of payment.
	3. The Vendor shall **ONLY** use the payment system provided by TASCK for all sales made at the Festival.
	4. The Vendor shall pay TASCK a commission of 10% of all gross sales made at the Festival. This amount will be automatically deducted from
	5. The Vendor shall comply with all applicable laws, rules, and regulations, including but not limited to tax laws, health codes, and fire codes.
	6. The Vendor shall maintain its booth and surrounding area clean and orderly.
	7. The Vendor shall not sell any products or services that are illegal, harmful, or offensive.

## **TASCK’s Obligations:**

* 1. TASCK shall provide the Vendor with a space at the Festival.
	2. TASCK shall provide the Vendor with a canopy and power outlet.
	3. TASCK shall provide the Vendor with access to the Festival’s promotional materials and marketing efforts.
	4. TASCK shall provide the Vendor with a payment system for transactions.

## **Indemnification:**

* 1. The Vendor agrees to indemnify and hold harmless TASCK, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or in connection with Vendor’s performance under this Agreement.

## **Termination:**

* 1. Either party may terminate this Agreement upon 3 days' written notice to the other party.
	2. **Force Majeure Clause**

Neither party will be liable for delays or failures in performance due to events beyond their control, such as natural disasters, war, or strikes. The affected party must notify the other promptly and make efforts to mitigate the impact. If the event lasts for 30 days, either party may terminate the agreement without liability.

## **Entire Agreement:**

* 1. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## **Intellectual Property:**

* 1. Each party acknowledges that it owns all intellectual property rights, including trademarks, copyrights, and trade secrets, related to its respective work or materials before this agreement. TASCK shall retain ownership of all intellectual property rights created and related to the Festival.
	2. The Vendor agrees not to use TASCK's intellectual property for any purpose other than as permitted under this Agreement.

## **Publicity:**

* 1. The Vendor grants TASCK the right to use Vendor's name, logo, and images of its products for promotional purposes.

## **Governing Law:**

* 1. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

## **Waiver:**

* 1. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party.

## **Severability:**

* 1. If any provision of this Agreement is held to be invalid or unenforceable. In that case, such provision shall be struck from this Agreement, and the remaining provisions shall remain in full force and effect.

**[Vendor Signature]**
[Vendor Name]
[Date]

Matthew Hans-Bello
Integrated Solutions Manager
10th December, 2024