

VENDOR AGREEMENT

BETWEEN

ROYALTY SUPERMIA COLLECTIONS LIMITED

(ORGANIZER)

AND

(VENDOR)

PREPARED BY;
MUHAMMED RODIAT AJOKE (ESQ)
R A MUHAMMED (Barristers & Solicitors)
muhammedrofiatajoke@gmail.com

08166895697

3B OMO OBA OLUKOLU STREET IGBO EFON LEKKI 2
LAGOS STATE

This Vendor Agreement, hereafter referred to as “Agreement” is entered into and made effective as of 30th day of August 2024 Between the following parties:

Royalty SuperMia Collections Ltd, a corporation, incorporated under the Corporate Affairs Commission of Nigeria, having its principal place of business at Lagos state, Nigeria.

And

, a corporation, incorporated under the Corporate Affairs Commission of Nigeria, having its principal place of business at Lagos state, Nigeria.

Hereinafter, “Organizer” Will refer to and be used to describe the following party **“Royalty Super Mia Collections”**. **“Vendor”**

Will be refer to and be used to describe the following party:

Organizer and vendor may be referred to individually as “Party” and collectively as the “parties.”

RECITALS:

WHEREAS, “organizer” will be hosting an event entitled as follows:
SMC TRADE FAIR (the “Event”);

WHEREAS, Organizer is permitting certain vendors to sell at the event;

WHEREAS, Vendor is a seller of certain goods, as discussed more fully below, and would like to sell at the Event;

NOW, Therefore, in consideration of the promises and covenants Contained herein, as well as other good and valuable consideration (The receipt and sufficiency of which is hereby acknowledged), The parties do hereby agree as follows:

Article 1 – SCOPE:

- i. This agreement sets forth the terms and conditions whereby vendor will you permitted to sell certain goods at the event, subject to the items listed here in. Organizer agrees to provide space for vendor is the events, which space shall be

chosen in advance. Organizer agrees to provide the following minimum amount of square footage for vendor.

- ii. Neither party is by virtue of this agreement authorized as an agent, employee, or legal representative of the other. The party status at all times we will continue to be that of an independent contractor relationship.

Article 2– Goods:

- i. Vendor is engaged in the business of selling the following goods; skincare products, cosmetics, fashion items, electronics and food (the “Goods”):
- ii. The goods listed herein are the only goods permitted to be sold at the event.
- iii. Vendor hereby warrants that the goods being sold are of utmost quality and as safe and legal to be sold under all applicable States and federal laws.
- iv. Vendors are allowed to carry out sales of Products displayed, order bookings and direct sales.
- v. Vendors are permitted to move goods between the hour of 7:00 AM to 9:00 AM.

- vi. All vendors must ensure that designated gates for goods movement I used to move goods in and out of the Event.

Article 3– DESCRIPTION OF EVENT:

The details of the event are as follows:

Name of the Event: SMC TRADE FAIR

Description of the Event: SALES PROMOTION

Venue and address of the Event: NATIONAL STADIUM LAGOS

Date of the Event: 30th day of August to 1st day of September

The timing of the Event: 9am to 7pm.

Vendor is expected to remain Open All Hours of the Event unless specifically directed otherwise by the Organizer.

Article 4– STAFF:

- i. Vendors shall maintain adequate staff at the vendor's own expense to ensure organization flow at the Event.
- ii. Vendors and Staff must maintain proper etiquette at all times during the Event.

- iii. Vendors or her staff are not allowed to carry out illegal activities. Offensive and unethical behavior are not permitted at the Event.

Article 5 – SETUP AND TAKEDOWN:

- i. Vendor shall be permitted to set up any and all required facility or item on the following date and time.
- ii. Dates for set up: 30th day of August 2024
- iii. Time for setup: 7am

- iv. Vendor shall have all required facilities or items taken down by the following date and time.

- v. Date for takedown: 1st day of September 2024.
- vi. Time for takedown: 6pm

- vii. Vendor shall not block aisles either in person or with their products at any time during the Event.

- viii. No vendor shall be allowed to block any fire exits or corridors during the Event.

Article 6 – PARTICIPATION FEES:

- i. Vendor must pay the stall participation Fees in full At least 30 days before the fair.
- ii. The fees is not refundable Upon confirmation of store allocation.
- iii. The fees covers only the bare store space And basic amenities.

Article 7 – PAYMENT:

- i. To be permitted to sell the goods at the event, vendor shall pay organizer the following fee; 150,000.00 (one hundred and fifty thousand naira only).
- ii. Payments can be made via bank transfer.
- iii. Payment shall be made into the fair designated accounts.
- iv. Vendor must ensure that Proof of payment is provided to the Organizer to validate the stall booking.
- v. 5% late payment fee will be charged for payment delayed By seven days or more.

- vi. Organizer reserve the right to cancel Stall allocation for non payment.
- vii. Organizer shall not be refunded, any payment made to the fair account upon confirmation and allocation of stall to the Vendor.
- viii. Vendors must pay utility charges as per their submitted requirements.
- ix. Vendor must make payment on or before 20th day of July 2024.

Article 8 – NO FIXTURES:

- i. Vendor shall not be permitted to attach anything to the premises where the Event is being held, including signs or placards.
- ii. Vendor may not put up any fixtures. Any items that Vendor would like to display must be temporary only.
- iii. All displays, banners and signage require prior approval from Organizer.

- iv. Maximum Stall height shall be 3 meters.
- v. No Stall display shall be made in a way to obstruct other vendor's space.
- vi. Only organizer's approved electrical fittings shall be allowed to be used by the vendors during the event.

Article 9– STALL OPERATIONS:

- i. All vendors must begin stall operations from 10am to 6pm on all fair days.
- ii. Vendor shall be responsible for maintaining the space provided by Organizer in a clean and orderly manner.
- iii. Vendor shall not be allowed to dismantle or remove any exhibits until the closing of the fair.
- iv. No vendor shall be allowed to play loud music, make use of audiovisual equipment, or public addressing system during the Event.
- v. Vendors must maintain/keep noise level below 60 decibels.

Article 10 – INSURANCE AND LIABILITY:

- i. Vendor is responsible for maintaining adequate insurance as appropriate vendors goods and sales.
- ii. Organizer will not provide additional insurance or be responsible for any loss or damage incurred by Vendors during the Event.
- iii. Vendor shall be liable to pay For any damages that may occur during the event due to their negligence.
- iv. Organizer shall provide general security personnel to protect and safeguard the general welfare of the Event.
- v. Vendors shall be responsible to provide additional security for their Stall for the safety of their goods.

Article 11 – PROMOTION:

- i. Only organizers promotional materials are allowed during the Event.
- ii. Outdoor promotion, distribution of Flyers and pamphlets are prohibited during the Event.

- iii. Vendor shall not be allowed the use of commercial audio/video Recording during the Event.
- iv. Where a vendor desire to make use of commercial audio and video recording, Vendor must sort the approval of the Organizer.

Article 12 – HEALTH AND SAFETY:

- i. Vendors must abide by all the Event safety guidelines and regulations.
- ii. First aid and emergency medical services shall be provided during the Event.

Article 13– INDEMNITY/ DISPUTE RESOLUTION/ JURISDICTION:

- i. Vendors hereby agrees to indemnify the organizer, And all of the organizers agents, employees And representatives of all the damages, liabilities and loss, As well as legal fees And costs In cured, as a result of parties relationship under this agreement or any matter, transaction connected to this agreement. This clause shall not be read Indemnification for organizer In the event that the competent court of law Rendering a final judgment holds that The bar faith, Gross

misconduct, negligence Of the organizer Caused the damage, loss or liability.

- ii. In the event of disputes between vendors and organizer, parties shall explore all alternative dispute resolutions. Where parties fail to reach an agreement parties may proceed to a competent court of law in Nigeria.
- iii. The law regulating this agreement shall be any writing enacted in Nigeria.

Article 14 – ENTIRE AGREEMENT:

- i. This agreement represents the entire agreement between parties and supersedes any prior oral or written agreements.

Article 15 – WAIVER AND AMENDMENTS:

- i. The failure of any party to enforce a particular provision of this agreement shall not constitute a waiver of their right to enforce that provision in the future.
- ii. This agreement may be amended or modified only by a written agreement signed by both parties. Any amendment to this agreement shall be binding if they are in writing and signed by both parties.

IN WITNESS OF WHICH The parties have executed this agreement, in the manner below say I and year first above written.

Organizer

Name.....

Representative name.....

Representative title.....

Representative signature.....

Vendor

Name.....

Representative name.....

Representative title.....

Representative signature.....