



◆ VENDOR APPLICATION FORM ◆

Thank you for your interest in the ***Vernon Lights Festival this Fall and Winter Season.*** We seek the top vendors in the marketplace, every Friday, Saturday and Sunday evening, **from November 15th through January 5th.**

Note: The Festival may be extended through February 2, 2020 weather permitting

Application deadline: November 6, 2019

Company or Business Name: _____

Contact Name:

First Name: _____ Last Name: _____

Email Address: _____ **Phone:** _____

Describe Contact's Role in the Company

Which Category Are You Applying Under?

☐ Clothing & Accessories (Vintage/New)

☐ Jewelry

☐ Art & Illustration

☐ Antiques & Collectibles

☐ Bath & Body

☐ DIY& Craft

☐ Services

☐ Record & CD & Music

☐ Other: _____

EIN/ Resale Number/ Certificate of Authority: _____

Insurance Company used for Certificate of Insurance: _____

Website, shop, link to online gallery of your work.*

If you don't have a website, please send a link to dropbox/ google drive folder that contains photos of your work.

Social Media Account(s)

Please note which platform each account is on.

Please describe your business/concept in 300 words or less. *

We highly recommend you develop an interactive, in-person experience for your customers, even if you are selling take-it-home products. It will increase your sales and promote future sales.

A list of items you intend to sell at Hello Panda Festival. *

How many booths (approx. 10' x 10' or 100 sq ft/ each) would you need? *

Any additional information you'd like to provide on your business and your product?

You can send up to 5 photos of the product you intend to sell at Hello Panda Marketplace if you are applying by email.



VENDOR RENTAL SPACE AGREEMENT

This Vendor Space Rental Agreement (the "Agreement") is between:

1. CPAA North America, Inc. ("CPAA"), a company limited by shares incorporated under the laws of the New York State, the United States, with its registered address at 6 W. 32nd St., Suite 163, New York, NY 10001;
2. and Vendor as indicated on your submitted Application and as follow ("you" or "Vendor").

Company Name: _____

Company Address: _____

EIN/ Resale Number/ Certificate of Authority:

Contact Name: _____

Contact Email: _____ Phone Number: _____

This Agreement shall not bind CPAA or Vendor unless and until (1) CPAA offers you a space at the Hello Panda Marketplace by sending you a copy of this agreement by email or delivered in person; and (2) you accept CPAA's offer to participate in the Vernon Lights Festival by paying the Deposit and at least one week worth Rental Fee and submitting proof of proper insurance in accordance with the Agreement (the "Binding Conditions"). IMMEDIATELY UPON THE SATISFACTION OF THE BINDING CONDITIONS, THIS AGREEMENT SHALL AUTOMATICALLY BECOME AN EFFECTIVE AND BINDING CONTRACT BETWEEN CPAA AND VENDOR.

The term "Agreement" as used herein includes and incorporates herein the information, terms and conditions contained within (i) the Application (ii) signed Agreement; (iii) CPAA's Confirmation of Deposit and Rental Fee payment; and the Vendor Rules & Regulations included in the agreement (the "Rules & Regulations"). This Agreement sets forth the entirety of the parties' respective rights and obligations in connection with Vendor's operation of a space at CPAA's Hello Panda Marketplace (the "Market").

(1) Creation of Binding Agreement. This Agreement shall not bind CPAA in any way unless and until (i) CPAA has extended Vendor the Offer with the agreement, which CPAA may or may not send in its sole discretion and (ii) Vendor has accepted the offer by payment of the Deposit and one-week

worth of Rental Fee as set forth below. The Offer, if extended, will set forth the dates on which CPAA has conditionally approved you to operate a booth at the Market (the "Term"). The date of the Offer shall be deemed the "Effective Date" of this Agreement.

(a) *Rental Fee.* To bind this Agreement and reserve a space for the Term you must pay the required "Rental Fee" (which shall include the Space Rental Fee) in the amount, manner and within the time frame set forth in the Offer. To the extent not otherwise provided in the Offer, the rate is currently \$50.00 per space per day. The Space Rental Fee is non-refundable.

(b) *Method of Payment.* Vendor may remit the Rental Fee to CPAA by cash/check/money order, check payable to 'CPAA NORTH AMERICA Inc.'. Vendor shall include the Term designated within the Offer with any payment.

(c) *Timing.* The Rental Fee must be received by CPAA no later than eight (8) days after the commencement of the Agreement in order to participate, although CPAA may, in its sole discretion, accept a later payment pending availability

(2) Tent Space.

(a) *Assignment of Space.* Following approval by CPAA and payment of the Rental Fee by Vendor, CPAA shall grant to Vendor a license to use one (1) space (approximately 100 square feet) (the "Space") unless otherwise noted. Vendor acknowledges that the size, location and configuration of the spaces may vary. CPAA shall be entitled, in its sole discretion, to market, position and determine assignment of spaces to all Vendors, including the Vendor, within the Market; and provided further that Vendor hereby accepts all such determinations as final. Vendor may not exceed the footprint of Vendor's designated Space.

(b) There is no transfer, assignment, sub-licensing, subletting or sharing of the Space to other Vendors or any other third parties in any form whatsoever. In addition, the Vendor shall not market, display or sell merchandise of any third parties. In addition to any other remedies or recourse that CPAA may have hereunder or at law, if merchandise being displayed is determined to belong to a party other than the Vendor, without prior written approval from CPAA, CPAA shall be entitled to terminate Vendor's rental and require that Vendor immediately vacate the Space and leave the Market. The rental fee will however be nonrefundable.

(c) All affixed installations to the Space shall become the property of CPAA upon installation and shall be surrendered unless CPAA elects to relinquish such rights or require removal thereof at Vendor's sole cost and expense. Any objects of personal property left inside or outside of the Space will be discarded, at Vendor's sole cost and expense. CPAA will not be liable for any damage to or loss of objects or property left in these areas. Vendor is to keep the Space clean, at Vendor's sole cost and expense, in a manner satisfactory to CPAA and shall reimburse CPAA promptly for all documented costs incurred in connection with the provision, installation and/or removal of furniture or other furnishings to be provided by CPAA.

(3) Vendor Responsibilities. In addition to any other Vendor requirements or restrictions as set forth in this Agreement, Vendor must comply with the responsibilities set forth in the "Hello Panda Festival Vendor Rules and Regulations", which is made a part of this Agreement, as the same may be reasonably modified or supplemented by CPAA from time to time. CPAA shall not be obligated to enforce the Rules and Regulations against Vendor or any other Vendor of the CPAA Market or any other party, and CPAA shall have no liability to Vendor by reason of the violation by any other Vendor or other party of the Rules and Regulations; provided, that CPAA shall not enforce the Rules and Regulations in a manner which discriminates against Vendor (it being understood that rules may have varying impact on Vendors, taking into account differences in their use and business operations). If any Rule and Regulation(s) shall conflict with any provision in the body of this Agreement, such provision of this Agreement shall govern.

(4) Use of Tradename; Name; Images; Likeness. CPAA shall be entitled to use the tradename, names, likeness, images and other media representations of Vendor and Vendor's employees, agents and guests ("Vendor Parties") for purposes of marketing and advertising the Market for the Company's website, social media, print advertising, and in any and all media now or hereafter devised without any payment to Vendor or the Vendor Parties. In furtherance of the above Vendor agrees on behalf of itself and the other Vendor Parties, that in connection with CPAA's advertising and marketing, CPAA shall have the right to take and use photographic images, video footage, graphic images and sound recordings of Vendor Parties at the Company's marketplace.

(6) Events of Default. This Agreement and the license hereby granted are subject to the limitations that upon the occurrence, at any time during the Term, of any one or more of the following events (referred to as "Events of Default"):

- (a) if Vendor shall default in the observance or performance of any term, covenant or condition of this Agreement; or
- (b) if Vendor shall default in the observance or performance of any term, covenant or condition on Vendor's part to be observed or performed under any other agreement with CPAA; or
- (c) if Vendor shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of creditors;

then, in any of said cases, CPAA may, at its option, immediately terminate this Agreement and the Term; provided that Vendor shall remain liable for damages and shall forego any prepaid fee and security deposit. In addition to the foregoing, CPAA and its agents may immediately at any time after such Event of Default or after the Expiration Date re-possess the Space, dispossess Vendor and any other persons from the Space and remove any and all of their property and effects from the Space. Vendor hereby agrees to pay, as additional charges, all attorneys' fees and disbursements (and all other court costs or expenses of legal proceedings) which CPAA may incur by reason of, or in connection with any action or proceeding to terminate this Agreement or in connection with any Event of Default by Vendor under this Agreement.

(5) Indemnification. Vendor agrees to indemnify and hold harmless CPAA, its affiliates, officers, employees, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for bodily injury, death, property destruction, or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the Vendor, its employees, subcontractors, or agents, if any, in performance under this Agreement and the use of its Space at the Market and in the common areas of the Market during the Term unless such bodily injury, death, property destruction, property damage, or personal injury is determined to be the result of the negligence or intentional misconduct of CPAA, their affiliates, agent, officers, employees, or representatives.

(6) Limitation of Liability. Vendor shall look solely to CPAA leasehold interest in the Market and the proceeds thereof, for the recovery of any judgment against Vendor, and no other property or assets of CPAA and its members, officers, directors, or affiliates shall be subject to levy, execution or other enforcement procedure for the satisfaction of Vendor's remedies under or with respect to this Agreement. In no event shall CPAA and/or its affiliates and/or their respective members, managers, officers, employees, agents or representatives be liable to Vendor or any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).

(7) Subject to Overlease; Termination. In the event that at any time during the Term (i) CPAA is required to vacate the Market for any reason; (ii) CPAA's lease at the Market is terminated or expires for any reason; or (iii) the Market is substantially damaged by fire or casualty; then CPAA shall be entitled terminate this Agreement by providing not less than seven (7) days written notice to Vendor, whereupon Vendor shall be required to vacate the Space as of the termination date set forth in the notice. In such event, any monies heretofore delivered by Vendor to CPAA for periods following the termination date, including, without limitation, the relevant portion of the Space Rental Fee, shall be promptly returned to Vendor following Vendor's vacating the Space in accordance with this Agreement.

(8) Miscellaneous.

(a) Notice.

All notices, demands, consents, approvals, waivers or other communications which may or are required to be given by either party to the other under this Agreement (each, "Notice") shall be in writing and shall be delivered by (a) personal delivery, (b) a nationally recognized overnight courier,

If to CPAA:

6 W. 32nd St., Suite 163,
New York, NY 10001
Attention: Wang Xiu Qin

If to Vendor to the address or e-mail address specified in Vendor's Application.

Either party may from time to time designate a different (or additional) address(es) for Notices by at least 5 days prior Notice to the other party. Notices from CPAA may be given by CPAA's attorney, and Notices from Vendor may be given by Vendor's attorney. Each Notice shall be deemed to have been given on the date such Notice is actually received as evidenced by a written receipt therefor from the personal delivery service, or national courier service, as applicable, and in the event of failure to deliver by reason of changed address of which no Notice was given or refusal to accept delivery, as of the date of such failure or refusal as evidenced by a written receipt therefor from the personal delivery service, or national courier service, as applicable.

(b) *Severability.* If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

(c) *Survival.* All obligations and liabilities of CPAA or Vendor to the other which accrued before the expiration or other termination of this Agreement and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Agreement may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Agreement.

(d) *Amendments.* This Agreement may be supplemented, amended, or modified only by the mutual written agreement of the Parties.

(e) *Merger.* This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understanding and statements, oral or written, with respect thereto are merged in this Agreement.

(f) *Successors.* This Agreement shall be binding upon and inure to the benefit of CPAA its successors and assigns and shall be binding upon and inure to the benefit of Vendor, its successors, and to the extent that an assignment may be approved by CPAA, Vendor's assigns.

(g) *Governing Law; Jurisdiction.* This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction of any State or Federal Court sitting in Queens or New York County, New York, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of such courts.

(h) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

(i) *Electronic/Fax/PDF Same as Original.* For purposes of negotiating and finalizing this Agreement (including any subsequent amendments thereto) any signed document transmitted electronically, or by fax machine or as a pdf via email shall be treated in all manner as an original

document. The signature of any party shall be considered for those purposes as an original signature. Any such electronic, fax or pdf document shall be considered to have the same binding legal effect as an original document.

RULES & REGULATIONS

CPAA North America, Inc. Vernon Lights Festival Vendor Rules and Regulations

These Vendor Rules and Regulations govern Vendor's conduct and the rental of Vendor at Vernon Lights Festival at 1733 Glenwood Road, County Rd 565, Vernon, NJ 07461 ("the Festival"). Vendor must comply with, and cause their employees, contractors, agents and guests to comply with these Rules and Regulations. "CPAA" may modify these Rules and Regulations time to time for the good order, safety, care and cleanliness of the Market.

The Rules and Regulations are made a part of each Vendor Space Rental Agreement that a Vendor may have entered into with CPAA.

(1) Use of Space.

(a) Assigned Space.

Spaces are assigned to Vendors by CPAA on or prior to the applicable Festival dates. Vendors cannot assign their space to others. Each space measures approximately 100 square feet but size, location and configuration of individual spaces will vary.

We encourage Vendors to plan their area set-up in advance. It is essential that Vendors leave room for entry and exit to their assigned space. Please note that we create the floor plan only indicates the general arrangement, the actual arrangement of space at the Festival is subject to change.

*For the benefit and safety of everyone – humans and their pets – pets are not allowed to be present and/or accompany Vendors for the full duration of the selling day when the market is open to the public (5-10pm) unless they are service animals and proper proof of service is available immediately upon request.

(b) Permitted Merchandise.

Vendor may use the assigned Space only for the marketing, promotion and sales of "Permitted Merchandise," meaning only the products described by Vendor in the Application and approved by CPAA. Vendors are not permitted to sell any additional or different merchandise without prior written approval by CPAA. CPAA may require Vendor to remove any non-permitted merchandise in its sole discretion at any time.

(c) Operating Dates & Market Hours.

The Festival is open to the public from 5:00 p.m. to 10:00 p.m. every Friday, Saturday and Sunday starting November 15, 2019, ending January 5, 2020, except any days the Festival is closed, and any

occasional delays or early closings as CPAA shall, in its sole discretion, close for inventory review, renovations, or repairs to the Festival. Except as otherwise provided below, Vendors only have the right to enter and use their assigned space during the Hours of Operation.

Vendors shall be required to continuously use, occupy and operate their assigned space during all hours of operation, which shall mean 5:00 P.M. until 10:00 P.M. Any Vendor whose assigned space is not open, staffed and operating for any portion of the day may, in CPAA's sole discretion, be prohibited from any further participation required to pack-up and leave the Festival without prior notice; and in such case Vendor's pre-paid Rental Fee will not be returned.

(2) Vendor Load-In/Set-up.

CPAA may, within its sole discretion release the reserved space and prohibit Vendor from selling that day; Vendor's pre-paid Rental Fee will not be returned. Vendors may also access their assigned space for load-in/set-up as follows:

(a) Vendor Load-In.

Morning Load-in. Vendors may access their assigned space for load-in/set-up according to CPAA's building schedule. Vendor must be completely set-up and ready to sell to the public no later than 5:00 p.m.

Late Fee. If Vendor fails to show up on time (i.e., arrival, set up and open prior to 5:00 p.m. and staffed by a dedicated employee or operator), CPAA will assess \$25 penalty that will be invoiced to the Vendor. Payment is required no later than close of business that day for Vendor to be able to open the following day. Further, CPAA may, within its sole discretion release the reserved space and, prohibit Vendor from selling that day; and require Vendor to pack-up and leave the market without prior notice; and in such case Vendor's pre-paid Rental Fee will not be returned.

(b) Vendor Load-Out/Tear Down.

Tear down and/or load-out may only commence once the selling day ends and the Festival is closed to the public. Vendor may not close for business at the end of any selling day prior to 10:00 p.m., unless Vendor has obtained prior written approval from CPAA expressly permitting such.

Vendors must completely remove all merchandise and/or items within the Space no later than 11:59 pm of the last day of their rental lease ('Term'). Any items and/or merchandise remaining in the Space will be discarded. Any over-sized items left behind, including, but not limited to furniture, fixtures or other merchandising materials, that are not properly disposed of may result in the assessment of an additional trash removal fee of \$100.00. Vendors must leave their space in broom-clean condition.

(3) Risk of Loss; Safety.

Vendors are solely responsible for maintaining and securing their products and or furnishings. Vendors are requested to make their power requirements known prior to set-up and are urged to avoid damage to the building's electrical wiring and equipment. CPAA may request that certain

equipment not be used at its own discretion. CPAA is not obligated to repair any damage to products, fixtures or equipment on the premises nor, is the CPAA responsible to replace any lost, damaged or stolen items.

(4) Cancellation Policy.

Vendor may cancel its scheduled booth operations on specified rental dates by providing written notice of cancellation to CPAA no later than 12:00 p.m. EST 14 days prior to the first day of the scheduled Term (i.e. 14 days in advance). If Vendor fails to provide sufficient notice of cancellation, CPAA is not required to reimburse any part of the Space Rental Fee to Vendor and no credit(s) will be issued.

(5) Force Majeure.

Each Party hereto shall be excused from default or delay in the performance of its obligations hereunder, if and to the extent that such default or delay is caused by an act of God, or other causes beyond its reasonable control including, but not limited to, utilities breakdown, incurable power outage or shortage, war, acts of terrorism (or related security or safety concerns), state of emergency, acts of government or any agency thereof that cause this Agreement could not be performed, natural disasters, fire, war, strike, extreme inclement weather conditions, incurable damages of the Premises. The operation of the preceding sentence shall not, however, relieve a Party from its obligation to meet the time schedules required herein unless the Party shall have taken reasonable precautions to anticipate and avoid the occurrence of the force majeure event and upon its occurrence shall have used all commercially reasonable efforts to ameliorate or eliminate its effect. In no event shall any postponement of either Party's obligations hereunder as a result of a force majeure event exceed the period of time that the force majeure had an effect on such Party. If a delay or interruption of performance by either Party resulting from its experiencing a force majeure event exceeds thirty (30) days, then the other Party may terminate this Agreement by delivering written notice of termination specifying the date of termination, even though such event does not constitute a breach of this Agreement.

(6) Licenses and Business Practices.

Vendors are required to obtain, maintain and have copies on file of all applicable New Jersey State licenses for its operations, including, but not limited to, a current New Jersey Sales Tax Certificate of Authority. Copies of Certificates of Authority must be on premises but need not necessarily be displayed. Vendors selling food or beverages must obtain the appropriate Department of Health and Mental Hygiene permits and licenses. All sales of food and beverages must comply with all applicable health code requirements.

(7) No Future Obligations to Vendor.

Vendors acknowledge that CPAA is under no obligation to offer Vendor the opportunity to continue its participation at the Festival for subsequent dates, or in any other CPAA events.

(8) Conflicts.

Vendors who choose to participate in other markets and events in or near the Market that in their

nature or description might be viewed as being detracting to the market may be requested to leave without prior notice and will forego their rental fee or their space at the Market.

(9) Rules of Conduct.

CPAA adheres to a zero-tolerance policy that applies to any conduct that has the purpose or effect of creating an intimidating, hostile or offensive work environment. Vendors must notify all their employees to adhere to this policy during their participation at the Market. Vendors are responsible for ensuring compliance with this policy and ensuring that all employees under their supervision are fully aware of this policy and appropriate complaint procedures (below). Violation of this policy will result in appropriate corrective action that CPAA may, within its sole discretion, determine to exercise, including but not limited to, immediate removal of any offending employee or termination of Vendors rental at the Market, and forego the Rental Fee.

(a) Personal Behavior.

Vendors must apprise all their employees of certain rules of conduct regarding personal behavior prior to partaking in any CPAA event. CPAA prohibits all forms of harassment including: any demeaning, insulting, embarrassing or intimidating behavior directed at any employee present and the Market and visitors. CPAA specifically bans unwelcome sexual advances or physical contact, sexually orientated gestures and statements, and the display or circulation of sexually orientated pictures, cartoons, jokes or other material. CPAA also prohibits engaging in any hostile contact, intimidation, threats or such actions or violence, or any other actions that may be considered threatening or hostile in nature while on the Market premises.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be constructed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonable withheld.

SIGNATORIES. This Agreement shall be signed on behalf of _____ by _____ and on behalf of _____ by _____ and shall be effective as of the date _____.

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

CPAA North America Inc.

Company Name: _____

Date: _____

Date: _____