



## VENDOR AGREEMENT

Vendor and Company, as defined below, agree to the following terms and conditions (“Vendor Agreement”) for the Vendor Services, also as described below:

|  |   |
|--|---|
| Vendor:  | [NAME]<br>[STREET ADDRESS]<br>[CITY, STATE ZIP]   |
| Vendor Services:<br><br>This is a description of what Vendor will be doing at the Event and should include any items, food, or other materials that will be distributed. | Vendor will [DO WHAT] [DISTRIBUTE WHAT]   |
| Company:   | Urban One d/b/a Radio One Raleigh<br>owner and operator of WFXC/K, WQOK, WNNL<br>8001-101 Creedmoor Road<br>Raleigh, NC. 27613  |
| Event:   | One Fam Fest<br><br>September 9, 2023<br>- Vendor expected to load in between 8:00am to 10am<br>- Open to the public from 11am-5:00 pm  |
| Venue:   | <b>Kerr Scott Building (NC State Fairgrounds) 1025 Blue Ridge Rd, Raleigh, NC. 27607</b>  |
| Company Provided Space:  | Company shall provide a 10x10 space with table and chairs.<br>Distribution materials will be provided by Vendor.<br><b>If vendor requires:</b><br>Wired Internet \$150 per connection.<br>\$25 for electric |
| Vendor Fee:  | \$450 On-Site<br>\$800 With Video   |

1. **Vendor Services:** Vendor agrees to render the Vendor Services for the full duration of the Event in only the Company Provided Space pursuant to any requirements of Venue and Company. Vendor shall comply with any applicable federal, state, and local laws, regulations, codes, and ordinances when performing the Vendor Services. All signs, displays, and product information must be related to the Vendor’s company. Vendor may not use any Event or Company logo, service mark, or trademark without the written consent of Company. Vendor is responsible for its own electricity and trash removal and is expected to maintain a neat appearance

within the Company Provided Space at all times. Vendor shall not sublease or sharing of the Company Provided Space.

2. Vendor Fee: For use of the Company Provided Space, Vendor agrees to pay the Vendor Fee to the Company no later than seven (7) business days before the Event. Failure to make final payment or failure to show up to the Event shall constitute a cancellation of this Agreement by Vendor. Vendor shall forfeit any monies that may have been previously paid. Requests for cancellation or refund must be made in writing at least ten (10) business days before the Event. Company reserves the right to make use of the Company Provided Space in any manner upon any type of cancellation from Vendor. Vendor hereby grants Company a non-exclusive, non-transferable, limited license to use Vendor's brands, marks, and logos for any purposes in association with Event.
3. Food Service Providers: Any Vendor who serves any food, beverages, snacks, "free samples", or other type of festival fare (collectively, the "Food") during Event must obtain the express written consent of the Company. Under no circumstances shall Vendor serve alcoholic beverages to anyone at the Event.
4. Indemnification: Vendor agrees to indemnify and hold harmless Company, its parent company, its subsidiaries and affiliates, and their respective officers, directors, employees and agents ("Urban One Indemnitees") from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, that may be asserted against the Urban One Indemnitees regarding any injury to person, damage to property, or any claim that may arise resulting directly or indirectly from any act or omission of Vendor or any contractors, staff, agents, employees of the Vendor (collectively, the "Vendor Agents") that may arise from their breach of this Vendor Agreement or in connection with the rendering of Vendor Services.
5. Representations: Vendor represents and warrants that Vendor (i) has all necessary permits and licenses to perform the Vendor Services, (ii) does not need permission from any third-party to perform Vendor Services, (iii) maintains general liability insurance covering its activities during the Event, with a limit of at least One Million Dollars (\$1,000,000.00), and (iv) will operate and maintain the Company Provided Space in a manner that will not result in any injuries or damages to the Company Provided Space or any person. Vendor must make its own arrangements for insurance against theft, loss, or damage during the Event. Company will provide reasonable, customary, and general security but does not guarantee nor accept liability for damage or loss to Vendor's property or injuries to any persons. Vendor shall be liable for all storage, handling, or other costs incurred for failure to remove materials from the Venue by the end of the Event.
6. Force Majeure: Company may terminate this Event without liability as a result of an act of God, pandemic, governmental restriction, riots, strikes, national or international emergencies, or severe weather in which case Company shall refund a pro-rata portion of the fee amount paid, less Company's non-refundable costs.
7. Choice of Law: This Agreement constitutes the entire agreement and understanding between Company and Vendor with respect to the subject matter hereof, and supersedes any and all previous written or oral agreements, representations, warranties, statements, correspondence, and understandings between the parties. This Agreement is governed by the laws and courts of the state where Company is located.

By signing below, each party agrees to be bound by all of the terms and conditions of this Agreement.

Urban One d/b/a Radio One Raleigh

**[VENDOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

FOR VENDORS WHO ARE GIVING CONSIDERATION TO PARTICIPATE IN AN EVENT

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_