

# Up Events Vendor Agreement

This Vendor Agreement establishes the terms and conditions governing participation in events organized by Up Events. By acknowledging this agreement, the Vendor acknowledges and agrees to abide by all evident policies, rules, and procedures.

**This Agreement incorporates by reference the Up Events Standards Packet and Vendor Rules & Event Policies, all of which are binding upon the Vendor**

## 1. Invoices, Payments, & Refund Policy

Participation in any Up Events event requires timely payment according to the terms outlined below. Payment of an invoice constitutes acceptance of this Vendor Agreement, the Vendor Standards Packet, and all Up Events Vendor Policies.

**Invoice Expiration**-Invoices issued by Up Events expire at 12:00 PM (noon) on the following calendar day following issuance unless otherwise stated. If payment is not received by the expiration time, the invoice will automatically expire.

If a vendor requests that an expired invoice be reissued, an administrative reissuance fee of \$15 will be applied to the new invoice.

**Securing Booths & Products**-Booth spaces, product categories, location preference, and requested placement are not held or secured until payment is received. Invoices or applications do not serve as a booth or item reservations. All spaces and products remain available to all vendors until payment has been successfully completed.

Up Events reserves the right to make reasonable adjustments to booth layouts, vendor placement, or event configuration when necessary for event operations, safety, or logistical considerations.

**Refund Policy**-Vendor payments may be refunded up to 120 days prior to the scheduled event date provided cancellation notice is received. Vendor fees are paid for the right to participate in the event and do not guarantee sales, attendance levels, event performance, or specific customer traffic.

All approved refunds will be issued minus non-refundable merchant processing fees.

Cancellations occurring within 120 days of the event are non-refundable.

No refunds, credits, or transfers will be issued for the following reasons:

- No call/no show
- Early booth teardown
- Policy violations
- Removal from the event for misconduct
- Unauthorized sales or unapproved products
- Registering for a category that is already full
- Failure to comply with event rules or vendor policies

**Event Changes, Postponement, or Cancellation**-Up Events reserves the right to postpone, relocate, or modify an event due to circumstances beyond its control including severe weather, venue restrictions, safety concerns, government actions, or other unforeseen circumstances.

- If an event is postponed, vendor payments may be transferred to the rescheduled event date if the vendor agrees to participate. No refunds will be given.
- If an event must be cancelled due to circumstances beyond the organizer's control, vendor payments may be transferred to a future Up Events event but are not subject to a refund.

**Payment Disputes/Chargebacks**-By submitting payment the Vendor agrees not to initiate a payment dispute or chargeback with their bank or payment provider for fees valid under this Agreement. Vendors must contact Up Events directly to resolve billing concerns.

If a chargeback or payment dispute is initiated for a valid charge under this Agreement, the Vendor agrees to reimburse Up Events for all related administrative costs, processing fees, and dispute fees incurred.

## **2. Event Conduct & Participation**

- Be fully set up and ready by the official event opening time.
- Remain open and operational until the official conclusion of the event.
- Keep booth spaces clean, safe, and professional.
- Emergencies must be communicated to the organizer immediately.
- Only sell items approved on the Vendor Application.
- Treat customers, fellow vendors, and event staff with respect and professionalism.

### **3. Strictly Prohibited Actions**

The following violations will result in immediate expulsion from the current and future events as well as forfeiture of all monies paid for the current and future events.

- No call/no show: Failure to attend the event without prior communication.
- Early booth teardown: Removing booth materials before the official close of the event.
- Misconduct: Disruptive behavior, unauthorized sales, safety violations, or conduct that harms the reputation or integrity of the event.

### **4. Compliance Requirement**

All Vendors are required to comply with the event policies, rules, and regulations issued by the event Organizer. Failure to comply will result in removal from the event, revocation of participation privileges, and/or exclusion from future Up Events events at the discretion of the Event Organizer.

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