

# A Boutique for the Soul

## 2009 VENDOR PARTNERSHIP AGREEMENT

### General form documenting an agreement to form a partnership

Vendor agreement made on \_\_\_\_\_, between business stated below and **Boutique for the Soul of 4833 Front Street-B, BOX 403, Castle Rock, CO 80104**

Business Name \_\_\_\_\_

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

Contact Address: \_\_\_\_\_

Contract Home Phone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Contact Business Phone: \_\_\_\_\_ Contact Cell: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_ Contact Website: \_\_\_\_\_

Vendor Business Description (Define product or service): \_\_\_\_\_

\_\_\_\_\_

#### RECITALS

- A. Vendor and Boutique for the Soul desire to join together for the pursuit of common business goals.
- B. Vendor to participate at pre-scheduled boutique events; showcasing products or services as agreed on a specific date and time.
- C. Vendor to pay a pre-determined fee to participate at pre-scheduled boutique events. This fee covers the marketing opportunity at and promotion of the boutique.

In consideration of the mutual promises contained in this agreement, vendor agrees as follows:

#### ARTICLE ONE.

##### PURPOSE

A Boutique for the Soul was created to support women owned business or any woman in business through in-home boutique-style gatherings. Each boutique will have a consistent presentation at every location, which will be professionally facilitated by a trained BFTS facilitator. This will allow for a professional presentation every time and will create a standard that communicates the professionalism and integrity of the group that is being presented. **Each hostess along with each vendor is responsible for the inviting to each boutique. BFTS will promote the boutiques through various forms of media.**

**Boutique for the Soul looks for serious business owners who are interested in partnering with Boutique for the Soul and their hostesses to create successful events and build relationships throughout the state. To achieve this success, it is imperative that every business owner work hard to create their own success at each boutique.**

## ARTICLE TWO.

### DURATION OF AGREEMENT

The term of this agreement shall be for one year, commencing ON DATE OF SIGNED AGREEMENT, and terminating one year to the day later, unless sooner terminated by mutual consent of the parties in writing or by operation of the provisions of this agreement. This agreement is non-transferable.

## ARTICLE THREE.

### CLASSIFICATION AND PERFORMANCE BY VENDORS

A. Vendors shall be classified as active partners with Boutique for the Soul

An active partner is entitled to attend any boutique of their choice if they have agreed and guaranteed participation at this event prior to the date of the event. An active partner is required to pay for their participation at any said event upon commitment of participation. A credit card is required for payment. BFTS will retain the credit card data for future boutiques and this card will be charged unless another card is specified by the vendor at the time of commitment. If payment is not received, the active partner will lose their spot at the said boutique on that specific date, even if the active partner agreed and guaranteed to participate. **In the case of last minute cancellation, an active partner can choose to assign a replacement (another member of the same company) to take their place at an event, they may do so up to 72 hours prior to the event. If the active partner cancels within the 72 hour period without a replacement, the fee paid for that said date will become non-refundable and a new vendor may be chosen to take their place. There are only credits issued towards future boutiques, no refunds will be given. If a boutique date is changed by a hostess, the participants who has been confirmed for the original date will have the first right of refusal on the new date. Only if the participants cannot participate will new openings be available. If a hostess cancels a boutique and money has already been collected, a credit towards a future event will be then available.**

PLEASE INITIAL \_\_\_\_\_

Each active partner shall be responsible for the conduct and welfare of all persons employed by them who participate in each event. This includes the supervision of minors, damages to personal property, and all fees due. The active partner is responsible for paying full replacement cost or full repair cost, as determined by the business or home owner, for any loss or damage resulting from the participation by the active partner or anyone acting on behalf of the active partner at an event.

Each active partner understands there are inherent risks to participating at an event which is held at a home or business. Each active partner shall hold harmless A Boutique for the Soul, its officers, directors, employees and volunteers from any and all claims, losses, liabilities, costs, damages, or related expenses as a result of any injury to any person or any damages to any property due to the participation at any event. A Boutique for the Soul does not carry insurance that covers the active partner. All active partners are required to carry their own individual policies.

Each active partner agrees to apply integrity and excellent customer service when interacting with a consumer, hostess or A Boutique for the Soul staff member and with contacting the public thereafter via phone, mail or e-mail. They also guarantee that they have the knowledge, expertise and experience to promote the product or service that they are representing. A professional dress code is highly recommended and enforced. There shall be no smoking on the premises of any event. A Boutique for the Soul has the right to refuse or terminate a vendor's participation for an select event or for any or all future events due to any of the following at their discretion: excessive alcohol or drug use, foul language, disorderly conduct, improper dress, poor customer service or integrity, inconsistent behavior with the image, reputation, purpose or function of A Boutique for the Soul or excessive tardiness.

Each Active partner agrees to set up at each event no later than 1 hour before the event starts. They also agree to tear down no earlier than the event end time unless instructed to do so by A Boutique for the Soul employee or the hostess of the event. Active partners are responsible for the clean up of their own display spaces. If the space is not properly cleaned, as determined by the hostess, in its sole discretion, **Boutique for the Soul may assess a cleaning charge of \$50.**

If an active partner is required to bring their own display items such as tables, clothes stands, displays, etc.(please refer to boutique checklist) If a active partner has a larger display than the 6 feet allotted, they will need to get approval ahead of time and space may be able to be increased if the location permits.

Each boutique will last for a minimum of 3 hours. The times of each boutique are determined and chosen by the hostess of any specific event.

**Each active partner agrees that Boutique for the Soul does not guarantee sales at any given boutique, but an opportunity to build relationships with potential clients or other business owners and educate these guests or businesses about the product or service that they represent. It is the responsibility of the active partner to invite guests along with the hostess. BFTS is responsible for the professional facilitation and the promotion of a boutique with the goal of creating a mutually successful boutique.**

PLEASE INITIAL \_\_\_\_\_

#### ARTICLE FOUR.

#### CONTRIBUTION

**Each active partner shall contribute \$70 per boutique to participate.** The cost to participate is due and payable upon commitment of participation. This participation fee includes the opportunity to present your business at a pre-arranged event location, a 6-ft x 3 ft. display area at the event, promotion of the event via the boutique website, marketing materials and the BFTS team via networking and social events. Special events (not a typical boutique or a fund raising event) may have different pricing. Please check with the corporate office to confirm price.

#### **Boutique bonuses for vendors:**

- Participate and pay for 2 boutiques in the calendar month; get the rest of the boutiques during the same calendar month half off (a 50%-100% credit towards a boutique does not count as a paid boutique).
- Invite your friends and contacts to a boutique, have them attend and receive a \$5 credit per guest towards your next boutique (up to a \$50 credit per calendar month~ Please identify your guests for the Facilitator on the day of the boutique).
- Refer a fellow vendor that participates in a boutique and receive a \$10 credit towards your next boutique. (Up to \$50 per calendar month~ Vendor credit received only after the referral participates in a boutique).
- Host a boutique yourself OR refer a hostess and participate as a vendor for FREE! (Credit only good at these boutiques. Not transferable to other boutiques as a credit).

#### ARTICLE FIVE.

#### RECORDS & HOSTESS BENEFITS

Each active partner is recommended to supply a “promotion through marketing materials or give-ways” for the boutique that will leave with every attendee. If you need assistance with ideas, please contact your Facilitator.

Every business in attendance at a boutique will receive a guest list of the boutiques attendees to allow for follow up. It is asked that there be no “spamming” of this list by anyone in the group. Any feedback of “spamming” from boutique guests can result in termination of a vendor agreement.

ARTICLE SIX.

COVENANT AGAINST REVEALING TRADE SECRETS

BFTS LLC is a copyrighted and trademarked company. No active partner shall, during the continuance of the partnership or for 3 years after its termination by any means, take the ideas, processes or vendors of A Boutique for the Soul or it's subsidiaries for their own personal or business use in starting a competitive or like business.

ARTICLE SEVEN.

ADDITIONS, ALTERATIONS, OR MODIFICATIONS

Where it shall appear to A Boutique for the Soul that this agreement, or any terms and conditions contained in this agreement, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

By signature below, I hereby certify that I have read the above and agree to all the terms set forth in these documents as my responsibility:

Date \_\_\_\_\_

\_\_\_\_\_ *[Company Representative]*