



PREGNANT AND POPPED POP-UP EVENT 2022

VENDOR/CONSIGNOR/ADVERTISER AGREEMENT

YOUR BASIC OBLIGATIONS

1. Read this document carefully and comply
2. Confirm which vendor option you would like by paying your deposit and sending high quality marketing images to Empowa
3. Promote the event via your usual organic marketing channels (*see Marketing & Promotion below*) using hashtags *#pregnantandpopped* and *#empowasg*, and don't forget to Like, Comment and Share promotional content of the event
4. Pay any balance 2 weeks prior to the event
5. Either
 - a. provide consignment or marketing goods to Empowa
 - b. or set up, maintain (and tear down) your pop-up showcasing your amazing services or goods

EMPOWA'S BASIC OBLIGATIONS

1. Comply with this document
2. Provide the space and any equipment as agreed
3. Send invoices in a timely manner
4. Promote the event via Empowa's organic marketing channels (*see Marketing & Promotion below*)
5. Prior to the event, promote individual vendors and consignors a minimum of ONCE through Empowa's organic marketing channels
6. After the event, promote individual vendors and consignors a minimum of ONCE through Empowa's organic marketing channels
7. Like, comment and share promotional content of the event
8. Assist all vendors/consignors/advertisers with promotional and logistics queries
9. Actively promote consignment goods for sale, and assist other vendors as required during the event

OH and of course SHOW UP ON THE DAY(s), have fun and make it a massive success!!!

GENERAL / TERMS

To reserve your space a deposit is required. An invoice will be e-mailed to you within 24 hours of submitting this Agreement. Please see below for deposit details.

Payment of balance of the pop-up fixed fee is payable 2 weeks before the pop-up event date. Take active steps to promote your pop-up shop as early, and as much, as possible.

VENUE ADDRESS

Host Singapore, 9 Mohamed Sultan Road #02-01, River Valley, 238959

Nearest MRT - Fort Canning

On street parking on Mohamed Sultan Road and car parking facilities located at UE Square, Robertson Walk and The Pier at Robertson for the nearest car park.

OPENING HOURS & POLICY

The opening hours for the venue to the public will be 9am – 5pm

Set up for a business day begins 30 minutes before opening time, and we will extend 30 minutes past closing time for end-of-day closing and cleaning.

Vendors must provide their own manpower to tend to their pop-up shop at all times.

Tickets will be available exclusively via Peatix (as managed by Empowa) Walk-ins will be allowed providing the venue is not at capacity and can adhere to social distancing regulations / COVID-19 safety management measures.

We will adhere to all COVID-19 Safe Distancing guidelines / safety management measures / rules and regulations.

All vendors and visitors must be fully vaccinated and will be required to check in for contact tracing purposes.

DAILY / SALES

<u>In Person Vendors</u>	<u>Consignment Sales</u>
In person Vendors will conduct all sales activity including collecting payment and tracking sales of their products/services.	For Products or services to be sold on consignment, Empowa will conduct all sales activity including collecting payment and tracking sales of products/services.
Vendors must ensure that their PayNow Number/QR Code is readily available / displayed for customers to easily pay for their purchases.	Empowa will confirm consignment sales within 3 working days and Invoices for consignment sales should be submitted to Empowa in a timely manner to ensure swift reimbursement.

SET UP

<u>In Person Vendors</u>	<u>Consignment and/or Advertising</u>
Vendors are responsible for the set up and display of merchandise in their pop-up area.	Products and advertising material must be provided to Empowa at least 3 working days prior to the event
A table and a chair will be provided by the venue and/or Empowa (or as discussed).	Consignors will be able to retrieve unsold products or unused marketing materials from 3 working days after the event.
Vendors will be able to set up at 4pm on the day before the pop-up event date and tear-down after the end of the pop-up event.	Products and marketing materials in the possession of Empowa will be kept in a locked room overnight without air conditioning, please keep this in mind and review the Liability section below

MERCHANDISING

Vendors to set-up their own visual merchandising displays at the allocated space, they must be congruent with the space available.

Vendors shall not make any permanent alterations to the venue’s property, nor any other vendors property (contact Empowa if you wish to display on walls/pillars etc)

Vendors will be directly liable for any damage caused to the space.

The Vendor shall provide all point-of-sales material.

It is the Vendor’s responsibility to secure and cover displays, products etc securely after closing hours.

It is Vendor’s responsibility to ensure that their pop-up space is clean and tidy at all times.

MARKETING & PROMOTION

<u>EMPOWA RESPONSIBILITY</u>	<u>VENDOR/CONSIGNOR RESPONSIBILITY</u>
Prior to the event, promote through Empowa organic marketing channels, including but not limited to Peatix , Instagram, Facebook, Website, email marketing and WhatsApp.	Send high quality photos when you apply. Vendors and consignors give permission for photographs and other advertising related matters to be used by Empowa. Failure to send quality images may delay or preclude marketing opportunities
Prior to the event promote individual vendors and consignors a minimum of ONCE through organic marketing channels, including but not limited to Instagram, Facebook, Website and email marketing.	The discounted rates for this Pop Up requires that Vendors/Consignors/Advertisers are obliged to promote the event through their own social media and marketing channels. Failure to do so may jeopardise the success of the event (both individually and jointly) and future ability to host or join such an event. Should you show no willingness to assist in promoting the event Empowa reserve the right to cancel your participation without refund
After the event promote individual vendors and consignors a minimum of ONCE through	Share the Peatix URL with your prospective customers and for all advertising purposes.

organic marketing channels, including but not limited to Instagram, Facebook, Website and email marketing.	
Use appropriate hashtags including #pregnantandpopped #empowasg and any as advised/requested by Vendors/Consignors/Advertisers	Use appropriate hashtags including #pregnantandpopped #empowasg and any as advised/requested by Vendors/Consignors/Advertisers

ASSIGNMENT

Vendors/Consignors/Advertisers are forbidden from assigning, subletting, exchanging, providing complimentary or for consideration, all or any part of the location assigned by Empowa to any vendor, consignor, advertiser, business or individual.

No other business' product or service, unless identified in this agreement, is allowed to be advertised or sold.

LIABILITY

Each Vendor/Consignor/Advertiser exhibits in his or her own legal capacity in accordance with prevailing regulations and laws of Singapore.

Empowa, &/or the Venue, shall not be responsible for any loss or damage incurred, including, without limitation, damage to Vendor's/Consignors/Advertisers property, loss of sales, or injury to or death of Vendor/Consignors/Advertisers (or its agents, employees, and/or personnel).

Vendor/Consignor/Advertiser expressly assumes all risks of loss, damage, liability, injury, or destruction resulting from any cause whatsoever, including but not limited to acts or omissions, and hereby releases and waives any claims against Empowa &/or the venue related to such loss, damage, liability, injury and/or destruction.

CANCELLATIONS

In the event of cancellation by the Vendor/Consignor/Advertiser, the Vendor/Consignor/Advertiser is still liable to pay Empowa the fixed fee for the pop-up period committed.

If cancellation by Empowa is necessary due to unforeseen circumstances, acts of a third party, or other circumstances which (in Empowa or the venue's sole judgement) may compromise the safety of Vendors or customers, then this Contract will be terminated and all deposits will be returned to the Vendor.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including COVID-19 pandemic), civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

The Parties hereby acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

ECO – FRIENDLY / POLICIES

Both the venue and Empowa are environmentally-responsible businesses and we hope to promote the awareness of sustainable practices by encouraging all our Vendors/Consignors/Advertisers to go green as well.

We adhere to the three R's of Waste Hierarchy (Reduce, Reuse, Recycle). As far as practicable, we encourage Vendors/Consignors/Advertisers to say no to single-use consumables (especially plastic) and choose reusable options instead. If single-use items are necessary, Vendors/Consignors/Advertisers should make a conscious effort to choose paper or other sustainable materials, and practice recycling where possible.

CODE OF CONDUCT

Vendors/Consignors/Advertisers are to abide by all directives, regulations and rules set by the venue &/or Empowa. Empowa reserves the right to decline, prohibit, or expel any Vendors/Consignors/Advertisers exhibit, or prevent any activity, displays, products, or conduct, which (in Empowa's sole judgement) is out of keeping with the character and values of Empowa or endangers the venue, any employee, or customers.

Vendors/Consignors/Advertisers and their agents, employees, personnel, and/or independent contractors agree to be bound by this Contract and shall comply with its terms and all rules, regulations, and directives as expressed to Vendor/Consignor/Advertiser by Empowa in any way at any time. The terms of this Contract, including any limitations and or waivers, inures to the benefit of Empowa and its affiliates.

MISCELLANEOUS

The relationship of Vendor/Consignor/Advertiser to Empowa is that of an independent Contractor, and nothing contained in this Contract will be construed as creating a partnership, joint venture, employment relationship, agency, or other relationship between the parties, or to make Empowa liable for the debts or obligations of the Vendor/Consignor/Advertiser

If any term herein is determined to be unlawful or unenforceable then the term will be severed and the remainder of the Contract will remain in force.

This Contract is non-exclusive and Empowa reserves the right to Contract with other Vendors/Consignors/Advertisers of a similar nature or business model or similar products/services.

Any delay or failure by Empowa to exercise any right or power under this Contract shall not be construed to be a waiver of said right or power, or any other right of power under this Contract.

By signing below, you agree to the terms listed above:

Name:	Company:
Date:	Signature: