



SANTA CLARA HIGH SCHOOL

A COLLEGE PREPARATORY HIGH SCHOOL

This Vendor Agreement (herein “Agreement”) is entered into by you, the vendor, (herein, “you” or “Vendor”) and Santa Clara High School Pop Up and sets out the the terms and conditions governing your participation in the Santa Clara High School Pop Up Event (an “Event”). By participating as a vendor at any Event you acknowledge that you have read and agree to the terms set out below.

Application & Payment: In order to participate in any event (even if you have participated in prior Events) Vendor must fill out an application for each Event (each an “Application”) and submit the required vendor payment. Santa Clara High School Pop Up reserves the right to accept or reject any Vendor in its sole discretion.

Services: Once accepted, Vendor will be assigned a designated spot. You are responsible for bringing fixtures and decoration to define your space. Santa Clara High School Pop Up reserves the right to assign Vendor a designated spot within the Event as it sees fit.

Liability: Santa Clara High School Pop Up shall not be responsible for any loss or damage incurred by Vendor, including, without limitation, damage to Vendor’s property, loss of sales, or injury to or death of Vendor (or its agents, employees, and/or personnel). Vendor expressly assumes all risks of loss, damage, liability, injury, or destruction resulting from any cause whatsoever, including but not limited to acts or omissions by Vendor, and hereby releases and waives any claims against Santa Clara High School Pop Up related to such loss, damage, liability, injury, and/or destruction. Vendor shall be fully responsible for any damages resulting from its participation in any Event, and agrees to indemnify, defend, and hold Santa Clara High School Pop Up (and its officers, employees, agents, vendors, affiliates, and representatives) harmless against any claims arising out of or related to Vendor’s participation in any Event, including for claims arising out of Vendor’s negligent actions or omissions.

Cancellations: If there is a cancellation:

1. By Vendor: If Vendor needs to cancel, they must notify Santa Clara High School Pop Up by email to mvalenzuela@santaclarahighschool.com within 48 hours of the Event.
2. By Santa Clara High School Pop Up : If a cancellation of the Event by Santa Clara High School Pop Up is necessary due to unforeseen circumstances or other circumstances which (in Santa Clara High School Pop Up’s sole judgment) may compromise the safety of Event participants, then the Event will be rescheduled and/or Santa Clara High School Pop Up will refund Vendor Fee (If paid in advance) to Vendor.

Code of Conduct:

You agree to read and abide by all directives, regulations, and Event rules provided to you, including those sent via email to the email address provided on your Application. Santa Clara High School Pop Up reserves the right to decline, prohibit, or expel any Vendor exhibit, or prevent any activity, displays, product, or conduct, which (in Santa Clara High School Pop Up’s sole judgment) is out of keeping with the character of the Event or endangers the venue, any attendee, or other vendors.