

## VENDOR SERVICES AGREEMENT - EXHIBIT A

This Vendor Services Agreement (hereinafter the "Agreement") is made and entered into between Unboxed Enterprises LLC ("Vendor", "Unboxed", "us", "we" or "our") with primary offices at 1701 Lincoln Ave Vancouver WA 98660 and the Client ("Organization", "Customer", "you" or "your") as specified in the "Event Proposal".

### 1. Services and Compensation Terms:

- a. **Scope of Services.** The Vendor shall provide the services specified in the Event Proposal incorporated herein by this reference (the "Services"); the date of such Services, the "Event Date". In the event of any inconsistency between the terms of the Event Proposal and this Agreement, the terms of this Agreement shall govern.
- b. **Address Submission Date:** The remaining balance of the Event Fee, after giving effect to any adjustments or payments, shall be due ten (10) business days prior to the Event Date (the "Payment Deadline"). At this time, you must submit to the Vendor a completed "Address Submission Template" ("Template") in the Event Proposal. The file may be submitted as a CSV, XLS, or Google Sheet. Any Template with the incorrect file type or address format will be rejected. If the Template has not been submitted by 6 pm Eastern Time on the Address Submission Date, you will be required to move your event date to a new agreed upon date. Once a package has shipped no address changes are possible. The accuracy of submitted addresses is at all times the responsibility of the Customer.
- c. **Event Proposal Total:** For the Services rendered pursuant to this Agreement, the Vendor shall be compensated as specified in Total of the Event Proposal. The final Event Proposal Total will be determined at the Payment Deadline based on the agreed final number of products and participants. The Event Proposal is valid for +/- 50% of the quoted number of participants. At the Payment Deadline, if the number of participants changes above fifty (50%) percent of the Event Proposal, a new proposal will be provided. Unboxed does not guarantee its ability to render Services for events with participant increases above 50%. At the Payment Deadline, if the number of participants changes below fifty (50%) percent of the Event Proposal, the Event Proposal Total will only be reduced for the participants reduction within 50%.
- d. **Custom Branded Products Policy:** All designs for custom branded products must be submitted at least 15 business days prior to your event. Your design should be a 1-color, high-resolution .PNG, .PDF, .EPS or .AI file. You must specify at the time of Event Proposal Approval the exact quantity of custom branded product (pint glasses, slate cheese boards, etc). Increases to product quantity, changes to artwork and alteration of materials will not be allowed after the design has been submitted to our supplier.
- e. **Refund Policy:** The Event Proposal Total is non-refundable. The Event Date may be changed without penalty at least 7 days before the experience date. If the Event Date is changed with less than 7 days notice, a \$250 rescheduling fee will apply. If the date is changed, no new boxes or participant materials will be provided. We issue refunds, or replacements when possible, for a product that arrives damaged as long as we are notified within 24 hours. Any notifications of damaged products must be supported by photo evidence. Products will only be replaced with items of an equivalent level. If you choose to replace your product, you'll be charged a replacement fee of \$35 to cover the expedited shipping. Events with an Event Date within 2 business days cannot be replaced.
- f. **Method of Payment:** All amounts payable to the Vendor pursuant to this Agreement shall be made by credit card, check, ACH or wire transfer. There is a 4% processing fee for credit card payments. There is a \$25 bank fee for any incoming wire transfer. After completing the credit card authorization form in the Event Proposal, you may mail a check to Unboxed Enterprises LLC, 675 VFW Parkway #257, Chestnut Hill, MA 02467. If full payment is not received 10 business days prior to the event the credit card on file may be charged for the full amount due.

## **2. Sale of Alcohol Terms:**

If the contents of your shipment includes alcohol, you agree that you and all recipients are of legal drinking age for purchasing, possessing, and consuming alcohol (i.e., 21 years of age or older in the United States). Unboxed will, under no circumstance, sell or deliver products containing alcohol to any person(s) under the age of 21. At the time of purchase, title to, and ownership of, all alcoholic beverages pass from Unboxed to the Customer at its retail store and the Customer has arranged for shipping from our store to the participants' home state as defined in section 3 of this Agreement. You agree that you will comply with all applicable laws and not cause Unboxed to contravene any applicable laws, without limitation, the alcoholic beverage control laws of the jurisdiction in which you or your recipients reside, and that such products will be used only in a lawful manner. The Customer is responsible for all applicable excise, use and sales taxes due to recipients' state related to the purchase of any taxable goods.

## **3. Packaging, Shipping, & Delivery Terms:**

The act of engaging our Services authorizes Unboxed to engage a common carrier on the Customer's behalf for shipment of product. Unboxed is providing this service to, and acting on behalf of you, or the recipients, if another party. By having us arrange the shipping on your behalf, you are also representing that you are acting in a fashion compliant with the laws and regulations of your State, municipality and any others that apply to you regarding the purchase, shipping, transportation and delivery of alcoholic beverages, including, without limitation, beer and cider.

We do not ship, on your behalf, products that contain alcohol to the following states: AL, AR, DE, IN, MD, MO, MS, NC, UT, WV. Any addresses provided that are from the states listed above will be automatically replaced with the nearest non-alcoholic equivalent without further notice. No alcoholic beverages or perishable products can be shipped outside the United States.

Some products include perishable goods. Any perishable products (ie. cheese) will be placed in an insulated envelope with an ice pack. Due to the perishable nature of some of these products, any shipment or delivery that is refused or undeliverable, no matter the reason, will be destroyed by the carrier. For the delivery of alcohol products, the recipient may be asked to provide valid government-issued identification proving they are at least 21 years of age. You also verify the recipient of the product will not be intoxicated when receiving delivery of such alcoholic products, and that alcohol has not been purchased with the intent to resell the alcohol to someone who is not of legal drinking age.

## **4. Waiver of Liability Terms:**

In no event shall either party be liable for any special, indirect, incidental, punitive, or consequential damages, even if such party has been advised of the possibility of such damages. The Customer hereby agrees to waive and discharge any and all claims it may have now or in the future and hereby agrees not to sue, the Vendor, its officers, directors and members, sponsors, agents, affiliates, contractors and employees, advertisers, and the owners of premises on which the Services are provided (collectively, the "Releasees") for any losses or damages due to any cause whatsoever. This Waiver provision shall survive termination of this Agreement.

Unboxed makes no guarantees regarding the quality of the product made by your participants and you understand that results may vary due to the nature of the product and factors beyond our control. If a customer is dissatisfied with their finished product, they may contact [events@citybrewtours.com](mailto:events@citybrewtours.com) and we may, in our sole discretion, replace their ingredients at our expense.

## **5. Assumption of Risk Terms:**

The Customer acknowledges and accepts the risks and dangers of participating in the Event and assumes any and all risks associated with their participation. The Customer represents that to the best of their knowledge no participants have any medical, physical and/or emotional health conditions, which would hinder or prevent active participation in the event that haven't been provided to the Vendor in writing. The customers also assume all risks inherent in participating in the event, including but not limited to, slips, falls, cuts, burns, explosions, fires, spills, allergic reactions, alcohol poisoning, intoxication and other accidents and injuries that may arise from their participation.

During the Event, if the Customer or participants disobey, disrespect, harasses, causes any physical or emotional harm to any property, staff, or the group as a whole, the guide reserves the right to terminate the event and no refund will be provided.

WARNING: Products that contain alcohol according to the State of California can cause cancer and birth defects or other reproductive harm, pursuant to California Health & Safety Code §§ 25249.7(a) & (d)(1), ( ie. Proposition 65 Warning).

#### **6. Indemnification & Severability Terms:**

- a. Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims of a third party resulting from its breach of the Agreement or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, affiliates, when acting within the scope of their employment or agency. This mutual indemnification excludes any claims arising from the purchase or delivery of alcohol to any persons under 21 years of age. In this case, the Customer agrees to indemnify, reimburse and be responsible for all cost, expenses (including legal fees) and damages Unboxed suffers or incurs from this breach of the Agreement.
- b. Severability: If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

#### **7. Video Conferencing Terms:**

The Vendor conducts all online events via the virtual platform Zoom Video Communications, Inc ("Zoom"). By participating in our Services, you agree to the [terms of service](#) of Zoom. Unboxed reserves the right to change the video conferencing platform at its discretion with 7 days written notice.

If you would like to use an alternative platform other than Zoom, you must provide this request in writing by the Address Submission Date. The Customer must provide any credentials to CBT, no later than seven (7) days prior to the Event. With written approval from CBT, you may provide an alternative video conferencing platform by paying a \$250 virtual training fee. In the week preceding your event, the Customer must lead a thirty (30) minute training with an Unboxed employee in order for them to familiarize themselves with the alternative platform.

#### **8. Confidentiality Information**

Any nonpublic information, whether oral or written, disclosed by one party to the other party that is marked as confidential, identified as confidential at the time of disclosure, or which the receiving party would reasonably construe to be confidential information under the circumstances, is information that must be treated as confidential information (that information, "Confidential Information"). Both parties may not disclose the Confidential Information to any third parties. Both parties may only use the Confidential Information for the purpose of performing its obligations under this agreement. The recipient party may disclose the Confidential Information to its affiliates, advisors, contractors, and employees (collectively, "Representatives") who have a need-to-know for the purposes of disclosure, provided the recipient party is responsible to ensure that, before such disclosure, such Representatives are bound by terms at least as protective of disclosing party's Confidential Information as the terms herein, and the recipient party remains liable and responsible to disclosing party for any Representative's non-compliance with restrictions in this Agreement. Both parties will safeguard the Confidential Information to the same extent that it safeguards its own confidential information, but in no event with less than a reasonable degree of care. The recipient party may disclose, publish, disseminate and use information that is: (a) already in its possession at the time of disclosure without obligation of confidentiality; (b) developed independently; (c) obtained from a source without an obligation of confidentiality; (d) publicly available when received, or subsequently made publicly available through no fault of the recipient party, or (e) disclosed by the disclosing party to another without obligation of confidentiality. If required by law to disclose, the receiving party must limit the disclosure as much as possible, provide prompt prior written notice to the disclosing party, and work in good faith with disclosing party to allow disclosing party a reasonable opportunity to avoid or limit such disclosure. Regardless of termination of this agreement, Confidential Information disclosed under this agreement is subject to this agreement for 2 years following the initial date of disclosure, unless such information constitutes a trade secret, in which case it remains protected for so long as it is a trade secret under the Uniform Trade Secrets Act.

The parties agree to comply with applicable data protection laws (meaning all laws, regulations and other legal requirements relating to privacy, data security, communications secrecy, security breach notification, or the processing of personal data), to the extent that they process personal data.

#### **9. Right of Termination:**

Either party to this Agreement has the right to terminate the Agreement, by written notice to the other party at any time prior to Payment Deadline, in the event of a "Force Majeure Event" occurring between the Event Proposal Approval Date and your Event Date; which include acts of God, war, acts of state or governmental action or guidance prohibiting or making inadvisable any party from performing its respective obligations, acts of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, loss of internet, epidemic, pandemic, a declared state of emergency or any other emergency beyond the parties' control making it inadvisable/impossible, illegal, or which materially affects a party's ability to perform its obligations hereunder. This includes but is not limited to any limitations, restrictions or travel warning(s) imposed or advised by the World Health Organization, the Center for Disease Control, government officials, healthcare leaders and/or industry leaders.

THE PARTIES HAVE CAREFULLY READ THE TERMS OF SERVICE, UNDERSTAND IT, AND BY INITIALING and SIGNING THE QUOTE PROPOSAL AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.