



This agreement (the “Agreement” or “Standard Terms of Vendor Membership”) is made between the FRATERNAL ORDER OF POLICE, JERRARD F. YOUNG LODGE #1, WASHINGTON, D.C., a District of Columbia not-for-profit organization, established under Internal Revenue Code § 501(c)(3) (“FOP Lodge #1”), and Vendor as indicated on your submitted Vendor Application form (“you”)(“Vendor”).

This Agreement shall not bind FOP Lodge #1 or Vendor unless and until (1) FOP Lodge #1 offers you a space at Police Week Tent City by sending you an approval notification by email; and (2) you accept FOP Lodge #1’s offer to participate in the event by donating the Membership Fee in accordance with the Agreement (the “Binding Conditions”). IMMEDIATELY UPON THE SATISFACTION OF THE BINDING CONDITIONS, THIS AGREEMENT SHALL AUTOMATICALLY BECOME AN EFFECTIVE AND BINDING CONTRACT BETWEEN FOP LODGE #1 AND VENDOR.

The term “Agreement” as used herein includes and incorporates herein the information, terms and conditions contained within (i) the Application (ii) Agreement; (iii) FOP Lodge #1’s confirmation of Membership Fee donation; and the Vendor Terms & Conditions included in the agreement (the “Rules and Regulations”). This Agreement sets forth the entirety of the parties’ respective rights and obligations in connection with Vendor’s operation of a space at FOP Lodge #1’s Police Week Tent City (the “Event”).

Creation of Binding Agreement. This Agreement shall not bind FOP Lodge #1 in any way unless and until (i) FOP Lodge #1 has extended Vendor an invoice for the Membership Fee (the “Offer”), which FOP Lodge #1 may or may not send in its sole discretion and (ii) Vendor has accepted the Offer by payment of the Membership Fee as set forth below. The Offer, if extended, will set forth the dates on which FOP Lodge #1 has conditionally approved you to operate a booth at the Event (the “Term”). The date of the Offer shall be deemed the “Effective Date” of this Agreement.

- a) **Membership Fee.** To bind this Agreement and reserve a space for the Term you must pay the required “Membership Fee” in the amount, manner and within the time frame set forth in the Offer. To the extent not otherwise provided in the Offer, the rate is one thousand two-hundred dollars (\$1,200.00) per Space for the duration of the Term. ***The Membership Fee is non-refundable.***
- b) **Method of Payment.** Vendor may remit the Membership Fee to FOP Lodge #1 by electronic payment via the Event website only.
- c) **Timing.** The Membership Fee must be received by FOP Lodge #1 no later than one (1) week after the commencement of the Agreement in order to participate in Event, although FOP Lodge #1 may, in its sole discretion, accept a later payment pending availability.

Vendor Space.

- a) **Assignment of Space.** Following approval by FOP Lodge #1 and payment of the Membership Fee by Vendor, FOP Lodge #1 shall grant to Vendor a license to use one (1) space (approximately

100 square feet) (the “Space”) unless otherwise noted. Vendors acknowledge that the size, location, and configuration of the spaces may vary. FOP Lodge #1 shall be entitled, in its sole discretion, to market, position and determine assignment of spaces to all Vendors, including the Vendor, within the Event; and provided further that Vendor hereby accepts all such determinations as final. Vendor may not exceed the footprint of Vendor’s designated Space.

- b) ***There is no transfer, assignment, sub-licensing, subletting, or sharing of the Space to other Vendors or any other third parties in any form whatsoever.*** In addition, the Vendor shall not market, display, or sell merchandise of any third parties. In addition to any other remedies or recourse that FOP Lodge #1 may have hereunder or at law, if merchandise being displayed is determined to belong to a party other than the Vendor, without prior written approval from FOP Lodge #1, FOP Lodge #1 shall be entitled to terminate Vendor’s membership and require that Vendor immediately vacate the Space and leave the Event. In the event such action is required by FOP Lodge #1, Vendor forfeits the Membership Fee.
- c) All affixed installations to the Space shall become the property of FOP Lodge #1 upon installation and shall be surrendered unless FOP Lodge #1 elects to relinquish such rights or require removal thereof at Vendor’s sole cost and expense. Any objects of personal property left inside or outside of the Space will be discarded, at Vendor’s sole cost and expense. FOP Lodge #1 will not be liable for any damage to, or loss of objects or property left in these areas. Vendor is to keep the Space clean, at Vendor’s sole cost and expense, in a manner satisfactory to FOP Lodge #1 and shall reimburse FOP Lodge #1 promptly for all documented costs incurred in connection with the provision, installation, and/or removal of furniture or other furnishings to be provided by FOP Lodge #1.

Vendor Responsibilities. In addition to any other Vendor requirements or restrictions as set forth in this Agreement, Vendor must comply with the responsibilities set forth in the “Police Week Tent City Vendor Rules and Regulations”, which is made a part of this Agreement, as the same may be reasonably modified or supplemented by FOP Lodge #1 from time to time. FOP Lodge #1 shall not be obligated to enforce the Rules and Regulations against Vendor or any other Vendor of the FOP Lodge #1 Event or any other party, and FOP Lodge #1 shall have no liability to Vendor by reason of the violation by any other Vendor or other party of the Rules and Regulations; provided, that FOP Lodge #1 shall not enforce the Rules and Regulations in a manner which discriminates against Vendor (it being understood that rules may have varying impact on Vendors, taking into account differences in their use and business operations). If any Rule and Regulation(s) shall conflict with any provision in the body of this Agreement, such provision of this Agreement shall govern.

Intellectual Property.

- a) FOP Lodge #1 is the sole owner of all right, title, and interest to all FOP Lodge #1 information, including FOP Lodge #1’s logo, trademarks, trade names, and copyrighted information, unless otherwise provided. FOP Lodge #1 hereby grants to Vendor a limited, non-exclusive license to use the following of FOP Lodge #1’s intellectual property: FOP Lodge #1’s name, acronym, and Event logo (collectively, the “FOP Lodge #1 Property”). ***Vendor may use FOP Lodge #1’s Property solely in connection with promotion of Event. Vendor agrees that it shall not use FOP Lodge #1’s Property in a manner that states or implies that FOP Lodge #1 endorses Vendor (or Vendor’s products or services). VENDOR MAY NOT PRODUCE MATERIALS USING FOP LODGE #1’S PROPERTY WITHOUT WRITTEN PERMISSION IN ADVANCE OF EVENT.*** It is understood that FOP Lodge #1 retains the right to review and approve in advance all uses of FOP Lodge #1’s Property; which approval shall not be unreasonably withheld or delayed. In the

event that Vendor uses FOP Lodge #1's Property without preapproval of FOP Lodge #1, and FOP Lodge #1 disapproves of the particular use of the intellectual property in its reasonable business judgment, Vendor shall, in its discretion, either discontinue the particular use or modify such use to meet FOP Lodge #1's approval, which approval shall not be unreasonably withheld or delayed.

- b) Vendor is the sole owner of all right, title, and interest to all Vendor information, including Vendor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Vendor hereby grants to FOP Lodge #1 a limited, non-exclusive license to use certain of Vendor's intellectual property, including names, trademarks, and copyrights (collectively, "Vendor Property"), solely to identify Vendor as [a/the] Vendor of the Event. It is understood that Vendor retains the right to review and approve in advance all uses of such intellectual property; which approval shall not be unreasonably withheld. Vendor represents and warrants that it has not previously disposed of any of the rights herein granted to FOP Lodge #1 nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to FOP Lodge #1; and that the Vendor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or proprietary right of any third party.
- c) Vendor acknowledges that the Vendor Trademarks may be captured and/or incorporated ("Captured Vendor Trademarks") in audio/visual works and recordings created, captured and/or recorded at or in connection with the Event and associated activities ("Event Recordings"). Vendor grants to FOP Lodge #1, a world-wide, perpetual license and right to use, exploit, copy, reproduce, display, publish, perform, transmit, televise and distribute any and all Event Recordings that include Captured Vendor Trademarks in television and radio broadcasts, pictures, photographs, films, video recordings and/or any other audio/visual works. Vendor further acknowledges and agrees that FOP Lodge #1 is the exclusive owner of all right, title and interest in and to all Event Recordings, including all copyright and other intellectual property rights and goodwill therein. Accordingly, FOP Lodge #1 may exercise its exclusive copyright rights to use, publish, display, perform, reproduce, distribute, license, transmit, and create derivative works from, the Event Recordings in any form or through any medium.
- d) Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, with the exception of Captured Vendor Trademarks on Event Recordings, and each party shall discontinue the use of such other party's Property.

Events of Default. This Agreement and the license hereby granted are subject to the limitations that upon the occurrence, at any time during the Term, of any one or more of the following events (referred to as "Events of Default"):

- a) if Vendor shall default in the observance or performance of any term, covenant, or condition of this Agreement; or
- b) if Vendor shall default in the observance or performance of any term, covenant, or condition on Vendor's part to be observed or performed under any other agreement with FOP Lodge #1; or
- c) if Vendor shall file a voluntary petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall make an assignment for the benefit of creditors; then, in any of said cases, FOP Lodge #1 may, at its option, immediately terminate this Agreement and the Term; provided that Vendor shall remain liable for damages and shall forgo any prepaid fee and security deposit. In addition to the foregoing, FOP Lodge #1 and its agents may immediately at any time after such Event of Default or after the Expiration Date repossess the Space, dispossess Vendor and any other persons from the Space and remove any and all of their property and effects from the Space.

Vendor hereby agrees to pay, as additional charges, all attorneys' fees and disbursements (and all other court costs or expenses of legal proceedings) which FOP Lodge #1 may incur by reason of, or in connection with any action or proceeding to terminate this Agreement or in connection with any Event of Default by Vendor under this Agreement.

Vendor Indemnification. Vendor shall indemnify and hold harmless FOP Lodge #1, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns (collectively "FOP Parties") from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses, expert witness fees and expenses and court costs), and liabilities of every kind incurred as a result of: (i) any act or omission by Vendor or its officers, directors, employees, or agents; (ii) any use of Vendor's name, logo, website, or other information, products, or services provided by Vendor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Vendor in this Agreement (collectively "FOP Indemnified Claims"). In case any action or proceeding is brought against FOP Parties be reason of such FOP Indemnified Claims, Vendor, upon notice from FOP Lodge #1, shall defend the same at Vendor's expense by counsel approved in writing by FOP Lodge #1, which approval shall not be unreasonably withheld. Any settlement with a claimant bringing an FOP Indemnified Claim must be pre approved by FOP Lodge #1 in writing, which approval shall not be unreasonably withheld. This section shall survive any termination or expiration of this Agreement.

FOP Lodge #1 Indemnification. FOP Lodge #1 shall indemnify and hold harmless Vendor, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns (collectively "Vendor Parties") from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses, expert witness fees and expenses and court costs), and liabilities of every kind incurred as a result of: (i) any act or omission by FOP Lodge #1 or its officers, directors, employees, or agents; (ii) any use of FOP Lodge #1's name, logo, website, or other information, products, or services provided by FOP Lodge #1; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by FOP Lodge #1 in this Agreement. (collectively "Vendor Indemnified Claims"). In case any action or proceeding is brought against Vendor Parties be reason of such Vendor Indemnified Claims, FOP Lodge #1, upon notice from Vendor, shall defend the same at FOP Lodge #1's expense by counsel approved in writing by Vendor, which approval shall not be unreasonably withheld. Any settlement with a claimant bringing a Vendor Indemnified Claim must be pre approved by Vendor in writing, which approval shall not be unreasonably withheld. This section shall survive any termination or expiration of this Agreement.

Limitation of Liability. Vendor shall look solely to FOP Lodge #1's leasehold interest in the Event and the proceeds thereof, for the recovery of any judgment against FOP Lodge #1, and no other property or assets of FOP Lodge #1 and its members, officers, directors, or affiliates shall be subject to levy, execution or other enforcement procedure for the satisfaction of Vendor's remedies under or with respect to this Agreement. In no event shall FOP Lodge #1 and/or its affiliates and/or their respective members, managers, officers, employees, agents or representatives be liable to Vendor or any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).

Term and Termination.

- a) **Term.** The Term of this Agreement will begin on the Effective Date and end upon conclusion of the Event, unless sooner terminated in accordance with the provisions of this Agreement (the “Term”).
- b) **Termination.**
 - a. Either party may terminate this Agreement by providing written notice to the other party if (1) the other party breaches a material term of this Agreement, and in the non-breaching party’s reasonable business judgment such breach cannot be remedied or is not remedied within 14 days of the other party’s receiving written notice of the breach from the non-breaching party, or (2) any of the other party’s representations or warranties in this Agreement are determined by the party to be false or incorrect.
 - b. Vendor may terminate this Agreement by providing written notice to FOP Lodge #1 if, in Vendor’s reasonable business judgment, Vendor’s reputation is or will be damaged by association with FOP Lodge #1 or FOP Lodge #1’s use of Vendor’s Property. In the event Vendor terminates this Agreement pursuant to this subparagraph, FOP Lodge #1 shall refund any payments made to FOP Lodge #1 pursuant to this Agreement.
 - c. FOP Lodge #1 may terminate this Agreement by providing written notice to Vendor if, in FOP Lodge #1’s reasonable business judgment, FOP Lodge #1’s reputation is or will be damaged by association with Vendor or Vendor’s use of FOP Lodge #1’s Property. In the event FOP Lodge #1 terminates this Agreement pursuant to this subparagraph, Vendor shall not have any rights to refund of any payments made to FOP Lodge #1 pursuant to this Agreement.

Relationship of Parties. The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

Force Majeure. If total or partial performance of this Agreement is delayed or rendered impossible for any Party by virtue of any reason whatsoever beyond its reasonable control (including, without limitation, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war or strife, rebellion, strikes, lockouts or other industrial disputes or actions, fire, flood, epidemic, pandemic, quarantine, earthquake, explosion, decision of any court or other judicial body of competent jurisdiction, unavailability of materials, transportation, power or other commodity, satellite failure or non-availability, failure or non-availability of uplink and downlink satellite signals or terrestrial facilities, acts of God, acts of governments or other prevailing authorities, or defaults of third parties), then such non-performance will, to the extent and for the time prevented, be deemed not to constitute a breach of this Agreement.

Confidentiality.

- a) **Definition.** “**Confidential Information**” means any information disclosed by Vendor to FOP Lodge #1, whether disclosed verbally, in writing, or by inspection of tangible objects, except as limited below. Confidential Information includes, but is not limited to, all Vendor product designs, capabilities, specifications, drawings, program code, mask work designs, models, documentation, components, software (in various stages of development), test and development boards, hardware reference code and platforms, architectures, agreement terms, financial and pricing information, business and marketing plans, actual and potential customers and suppliers, information regarding the skills and compensation of employees of Vendor. Confidential

Information shall not include any information that: (a) was in FOP Lodge #1's lawful possession prior to the disclosure and had not been obtained by FOP Lodge #1 either directly or indirectly from Vendor; (b) is lawfully disclosed to FOP Lodge #1 by a third party without actual, implied or intended restriction on disclosure through the chain of possession; (c) is independently developed by FOP Lodge #1 without use of or access to the Confidential Information; or (d) is generally available to the public or those in Vendor's industry.

- b) **Requirements.** FOP Lodge #1 agrees that it shall not disclose or use in any way, other than in the course of performance of the Services under this Agreement, Vendor's Confidential Information to any third parties. FOP Lodge #1 will disclose Confidential Information only to FOP Lodge #1's personnel having a need-to-know for the performance of the Services under this Agreement, provided FOP Lodge #1 shall inform such personnel of the confidential nature of such information and shall require such personnel to keep the information confidential. FOP Lodge #1 shall not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Confidential Information. FOP Lodge #1 will promptly upon discovery of any loss or unauthorized use or disclosure of Confidential Information notify Vendor in writing and take all necessary steps to mitigate the loss or unauthorized use or disclosure of Confidential Information.

General Provisions.

- a) **Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without regard to its choice or conflict of law's provisions. Vendor hereby consents to the exclusive jurisdiction and venue in the District of Columbia. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.
- b) **Entire Agreement.** This Agreement and the Exhibit attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.
- c) **Notice.** Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) one (1) day after being sent by overnight courier, charges prepaid. Notices to Vendor shall be sent to the address first written above, or at such other address for which Vendor gives notice hereunder. Notices to FOP Lodge #1 shall be sent to the address first written above, or at such other address for which FOP Lodge #1 gives notice hereunder. Initially, the addresses to which notices and other communications are sent are as follows:
- a. To FOP Lodge #1:
Benjamin Fetting
Chairman - Police Week Tent City
711 4th Street, NW
Washington, DC 20001
 - b. With a Copy To:
Marc L. Wilhite
Pressler, Senftle & Wilhite P.C.
1432 K Street NW
Washington, DC 20005

- c. If to Vendor: To the address or e-mail address specified in Vendor's Application.
- d) **Electronic/Fax/PDF Same as Original.** For purposes of negotiating and **finalizing** this Agreement (including any subsequent amendments thereto) any signed document transmitted electronically, or by fax machine or as a pdf via email shall be treated in all manner as an original document. The signature of any party shall be considered for those purposes as an original signature. Any such electronic, fax or pdf document shall be considered to have the same binding legal effect as an original document.

RULES & REGULATIONS

FOP Lodge #1 – Police Week Tent City Rules and Regulations

These Vendor Rules and Regulations govern Vendor's conduct and the use of Vendor Space at Police Week Tent City (the "Event"). Vendors must comply with, and cause their employees, contractors, agents, and guests to comply with these Rules and Regulations. FOP Lodge #1 may modify these Rules and Regulations from time to time for the good order, safety, care, and cleanliness of the Event.

The Rules and Regulations are made a part of each Vendor Space Membership Agreement into which a Vendor may have entered with FOP Lodge #1.

Use of Space.

- a) **Assigned Space.** Spaces are assigned to Vendors by FOP Lodge #1 on or prior to the applicable Event dates. Vendors cannot assign their space to others. Each space measures approximately 100 square feet (10' x 10'), but the size, location, and configuration of individual spaces may vary. We encourage Vendors to plan their area set-up in advance. It is essential that Vendors leave room for entry and exit to their assigned space.

**Please note: Any floor plans or site layouts depicting Vendor Space arrangement created by FOP Lodge #1 are intended only to indicate the general arrangement at Event, the actual arrangement of space at the Event is subject to change.*

- b) **Permitted Merchandise.** Vendor may use the assigned Space only for the marketing, promotion, and sales of "Permitted Merchandise," meaning only the products described by Vendor in the Application and approved by FOP Lodge #1. Vendors are not permitted to sell any additional or different merchandise without prior written approval by FOP Lodge #1. FOP Lodge #1 may require the Vendor to remove any non-permitted merchandise at its sole discretion at any time.
- c) **Operating Dates & Event Hours.** The Event is open to the public from 11:00 a.m. to 2:00 a.m., May 13-14, 2024. FOP Lodge #1, at its sole discretion, may have occasional delays in opening or early closings. Except as otherwise provided below or as otherwise authorized by FOP Lodge #1, Vendors only have the right to enter and use their assigned space during the Hours of Operation. Vendors shall be required to continuously use, occupy, and operate their assigned space during all hours of operation, which shall mean 11:00 a.m. until 10:00 p.m. Any Vendor whose assigned space is not open, staffed, and operating for any portion of the day may, in FOP Lodge #1's sole discretion, be prohibited from any further participation and be required to pack-up and leave the Event without notice; and in such case Vendor's prepaid Rental Fee will not be returned.

Vendor Load-In/Set-up.

- a) **Vendor Load-In.**
- a. **Morning Load-in.** Vendors may access their assigned space for load-in/set-up according to FOP Lodge #1's building schedule. Vendors must be completely set-up and ready to sell to the public no later than 11:00 a.m. on each Event day. Information for assigned Vendor spaces and load-in times on May 12, 2024 will be provided the week prior to Event dates.
- b. ***Absolutely no Vendor vehicles, of any kind, will be allowed on the Event lot after 9 a.m. on Event dates. FOP Lodge #1 reserves the right to clear the Event lot of vehicles at any time and for any reason.***

- c. **Late Fee/No-show.** If Vendor fails to show up on time (i.e., arrival, set up and open prior to 11:00 a.m. and staffed by a dedicated employee or operator), FOP Lodge #1 may assess a fifty dollar (\$50) penalty for the Vendor. In such cases, payment is required no later than close of business that day. If Vendor fails to pay the late fee or fails to show for the event, FOP Lodge #1 may, at its sole discretion, release the reserved space and prohibit Vendor from selling that day; and require Vendor to pack-up and leave the Event without prior notice; and in such case Vendor's prepaid Membership Fee will not be returned.
- b) **Vendor Load-Out/Tear Down.** In the interest of safety, tear down and/or load-out may only commence once the selling day ends, the Event is closed to the public, and the Event area is clear of attendees. ***Vendor may not close for business at the end of any selling day prior to 10:00 p.m., unless Vendor has obtained prior approval from FOP Lodge #1 expressly permitting such.***

Vendors must completely remove all merchandise and/or items within the Space no later than 8:00 a.m. on May 15, 2024. Any items and/or merchandise remaining in the Space will be discarded. Any over-sized items left behind, including, but not limited to furniture, fixtures, or other merchandising materials, that are not properly disposed of may result in the assessment of an additional trash removal fee of one hundred dollars (\$100.00). Vendors must leave their space in broom-clean condition as it was received or be subject to a two hundred and fifty (\$250) cleaning fee.

Risk of Loss; Safety. Vendors are solely responsible for maintaining and securing their products and or furnishings. Vendors are requested to make their power requirements known prior to set-up and are urged to avoid damage to the supplied electrical wiring and equipment. FOP Lodge #1 may request that certain equipment not be used at its own discretion. FOP Lodge #1 is not obligated to repair any damage to products, fixtures, or equipment on the premises nor, is the FOP Lodge #1 responsible to replace any lost, damaged, or stolen items.

Cancellation Policy. Vendor may cancel its scheduled booth operations by providing written notice of cancellation to FOP Lodge #1 no later than 12:00 p.m. EST 14 days prior to the first day of the scheduled Event (i.e. 14 days in advance). If Vendor fails to provide sufficient notice of cancellation, FOP Lodge #1 is not required to reimburse any part of the Space Rental Fee to Vendor and no credit(s) will be issued.

Licenses and Business Practices. Vendors are required to obtain, maintain, and have copies on file of all applicable licenses for its operations.

No Future Obligations to Vendor. Vendors acknowledge that FOP Lodge #1 is under no obligation to offer Vendor the opportunity to continue its participation at the Event for subsequent dates, or in any other FOP Lodge #1 event.

Rules of Conduct. FOP Lodge #1 observes a zero-tolerance policy that applies to any conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Vendors must notify all their employees to adhere to this policy during their participation at the Event. Vendors are responsible for ensuring compliance with this policy and ensuring that all employees under their supervision are fully aware of this policy and appropriate complaint procedures (below). Violation of this policy will result in appropriate corrective action that FOP Lodge #1 may, at its sole discretion, determine to exercise, including but not limited to, immediate removal of any offending employee or termination of Vendor's membership at the Event, and forfeit and Membership Fee(s).

- a) **Personal Behavior.** Vendors must apprise all their employees of certain rules of conduct regarding personal behavior prior to partaking in any FOP Lodge #1 event. FOP Lodge #1 prohibits all forms of harassment including: any demeaning, insulting, embarrassing, or intimidating behavior directed at anyone present at the Event, to include employees, other vendors, venue staff, FOP Lodge #1 staff and volunteers, and Event attendees. FOP Lodge #1 specifically bans unwelcome sexual advances or physical contact, sexually orientated gestures, and statements, and the display or circulation of sexually orientated pictures, cartoons, jokes, or other material. FOP Lodge #1 also prohibits engaging in any hostile contact, intimidation, threats, or such actions or violence, or any other actions that may be considered threatening or hostile in nature while on the Event premises.

Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be constructed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Binding Conditions. This Agreement shall not bind FOP Lodge #1 or Vendor unless and until (1) FOP Lodge #1 offers you a space at Police Week Tent City by sending you an approval notification by email; and (2) you accept FOP Lodge #1's offer to participate in the event by paying the Membership Fee in accordance with the Agreement (the "Binding Conditions"). Immediately upon the satisfaction of the binding conditions, this agreement shall automatically become an effective and binding contract between FOP Lodge #1 and Vendor.