



“*Serving Humanity*”

Earl “Skip” Cooper Foundation  
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## **Event Vendor’s Agreement**

This Master Agreement dated \_\_\_\_\_. Will states the terms and conditions that govern the contractual agreement between \_\_\_\_\_ (herein known as the “Vendor”), and **Earl Skip Cooper Foundation** (herein also known as “ESCF”) They do both agree and are bound by this Agreement.

The Parties shall agree to the following:

- **Terms**

1. The Vendor shall be paid the sum of: \_\_\_\_\_ (xx dollars) for the service(s) rendered as an Independent Vendor of an ESCF event or function.
  - This fee is payable and **due a least 45 days prior** to the event. If not received by the due date. The Vendor will lose their position and this agreement will become void.
    - a) *Said fee is nonrefundable except in the case of an ESCF cancellation or a force majeure.*
    - b) *Refunds in these cases will fall our ‘payment policy,’ and refunded via company check only.*
    - c) *Any monies and/or profit from the event are sole ownership of the Vendor’s.*
2. The Vendor is responsible for all Set up, clean-up, materials, permits, and licensing require by the venue, city and state laws.
3. Regarding food items. **The Vendor will take full responsibility for the quality and quantity of food provided at the said event.**
  - Along with any claims of sickness and/or allergies resulting from foods consumed/provided to the purchaser.
4. Any Item(s) sold, the Vendor will bear full responsibility for its quality and/or warranties.

- **Intellectual Property Rights in Work Product**

The Parties acknowledge and agree that ESCF will hold all intellectual property rights in any work product resulting from the Vendor’s Services including, but not limited to, copyright and trademark rights. The Vendor agrees not to claim any such ownership in such work product’s intellectual property at any time prior to or after the completion and delivery of such work product(s) to ESCF.



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- **Confidentiality**

Citing the ("Confidential Information Act") (ii), The Vendor shall not disclose to any third party any details regarding ESCF's business, including, without limitation any information regarding any of ESCF's customer information, business plans, price points; or make copies of any Confidential Information or any content based on the concepts contained within the "Confidential Information Act" for personal use or for distribution unless requested to do so by ESCF, or use Confidential Information other than solely for the benefit of ESCF.

**IN WITNESS WHEREOF**, the parties below, have agreed to the terms and conditions stated herein.

Print Name

**Vendor** \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Earl Skip Cooper Foundation (ESCF)**

Earl Skip Cooper, II  
Chairman/CEO \_\_\_\_\_

Date \_\_\_\_\_