

End User License Agreement

West Homewood Food Market Vendor Portal | Effective Date: October 15, 2026

This End User License Agreement ("Agreement") is between **West Homewood Food Market** ("we," "us," "the Market"), and the vendor accessing the Vendor Portal ("you," "Vendor"). By logging in to or using the Vendor Portal, you agree to this Agreement. If you do not agree, do not use the Vendor Portal.

1. Invite-Only Access and Accounts

The Vendor Portal is available by invitation only. We issue invitations by email, and you may not register without one. You are responsible for keeping your login credentials confidential and for all activity under your account. Do not share your account with anyone outside your business. Notify us promptly if you suspect unauthorized access. Invitations and accounts are personal to the invited Vendor and may not be transferred.

2. License Grant and Restrictions

We grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Vendor Portal solely to manage your participation in West Homewood Food Market. You agree not to:

- copy, modify, reverse engineer, or attempt to extract the source code of the Vendor Portal;
- access the Vendor Portal by automated means or interfere with its security or operation;
- use the Vendor Portal for any unlawful purpose or any purpose unrelated to the Market;
- upload malicious code, or attempt to access another vendor's account or data.

3. Vendor Responsibilities

You agree to provide accurate and current information, to comply with all Market rules, and to hold and maintain any licenses, permits, insurance, and approvals required by law or by the Market to sell your products. Use of the Vendor Portal does not replace or waive any Market rule or requirement.

4. Market Date Signups

You may use the Vendor Portal to sign up for available market dates. A signup is a request for a date, not a guaranteed spot. Each market date has limited capacity.

- **No reservation until paid.** A market date is reserved for you only after your payment has been confirmed. Selecting a date or receiving an invoice does not hold a spot.
- **First confirmed payment wins.** If capacity fills before your payment is confirmed, your pending invoice may be voided and you will be notified in the Vendor Portal. You will not be charged for a date you did not secure.
- **Status indicators.** A "Payment Pending" status means you are not yet confirmed. A "You're all set" status means your payment has been confirmed for that date.

5. Fees and Payment

Fees for market dates are invoiced through QuickBooks, a third-party service provided by Intuit Inc. Payments are processed by QuickBooks and are subject to its terms and privacy practices. We do not

store your full payment card or bank account details in the Vendor Portal. You are responsible for any fees charged by your own bank or card issuer.

6. No Refunds and Cancellation Policy

All payments are final and non-refundable, regardless of the reason for cancellation, including weather, illness, scheduling conflicts, or failure to attend. By proceeding to payment, you acknowledge and accept this policy.

The Vendor Portal does not provide a self-service cancellation function. To cancel a market date, you must send a message to the Market through the Vendor Portal message center. We will release your spot manually. Cancelling does not entitle you to a refund or credit.

7. Booth Assignments and Market Map

Booth locations are assigned by the Market in its sole discretion and may be changed at any time, including on the day of the market, for safety, layout, or operational reasons. Once published, the market map for a date may be visible to other participating vendors and will display each vendor's business name and assigned location.

8. Messages and Communications

The Vendor Portal includes a private message center for communicating with the Market. Messages you send may be forwarded to the Market's email for notification purposes, and replies will be posted in the Vendor Portal. You agree to keep messages professional and lawful. You consent to receive transactional emails from us, such as invitations, message notifications, payment and signup confirmations, and market updates.

9. Suspension and Termination

We may suspend or terminate your access at any time, with or without notice, including for violation of this Agreement or Market rules. You may stop using the Vendor Portal at any time. Termination of access does not entitle you to a refund of fees previously paid. Provisions that by their nature should survive termination will survive.

10. Third-Party Services

The Vendor Portal relies on third-party services, including payment/invoicing (QuickBooks) and email delivery. We are not responsible for the availability, accuracy, or performance of third-party services.

11. Intellectual Property

The Vendor Portal, its design, and its content (excluding your own content) are owned by us or our licensors and are protected by law. You retain ownership of the content you submit, and you grant us a limited license to use it as needed to operate the Vendor Portal and the Market, including displaying your business name on market maps and schedules.

12. Disclaimer of Warranties

THE VENDOR PORTAL IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE VENDOR PORTAL WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT MARKET ATTENDANCE, WEATHER, OR SALES WILL MEET ANY EXPECTATION.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR SALES, ARISING FROM YOUR USE OF THE VENDOR PORTAL OR PARTICIPATION IN THE MARKET. OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE VENDOR PORTAL WILL NOT EXCEED THE FEES YOU PAID TO US FOR THE MARKET DATE GIVING RISE TO THE CLAIM.

14. Indemnification

You agree to indemnify and hold harmless the Market and its owners, organizers, and agents from claims, losses, and expenses (including reasonable attorneys' fees) arising from your breach of this Agreement, your products or services, or your violation of any law or third-party right.

15. Changes to This Agreement

We may update this Agreement from time to time. The updated version will be posted with a new effective date. Continued use of the Vendor Portal after changes take effect means you accept the updated Agreement.

16. Governing Law

This Agreement is governed by the laws of the State of **Alabama**, without regard to conflict-of-law rules. Any dispute will be brought in the state or federal courts located in **Jefferson County, Alabama**.

17. Contact

Questions about this Agreement: hello@wehofoodmarket.com