

Vendor Agreement

Parties

This Agreement (hereinafter referred to as the "Agreement") by and between **Google Shoes** (hereinafter referred to as the "Client") and **Prestige Worldwide LLC.** (hereinafter referred to as the "Vendor") shall commence on **June 21, 2025** (hereinafter referred to as the "Effective Date") will be considered agreed and valid upon signature by both parties.

In consideration of the mutual promises and covenants in this Agreement, the Parties further agree to the terms as follows

Scope of Engagement

The Vendor hereby agrees to supply the following goods or services at the Client's place of business, located at **1070 Main Street, Atlanta, GA, USA**, in accordance with the terms of this Agreement:

- ***(Amend and list any additional items or services here)***

Payment Terms

The Vendor shall submit itemized invoices to the Client on a monthly basis, generally by the 5th business day following the end of each calendar month, for services rendered or goods delivered during that month. All invoices must include a detailed breakdown of services/goods provided, dates of service, and the total amount due. Payment for undisputed invoices shall be due and payable by Client within thirty (30) days from the date of Client's receipt of a complete and accurate invoice (the "Due Date").

Unless otherwise agreed in writing, payments shall be made via electronic funds transfer (EFT/ACH) or check.

Client shall notify Vendor of any dispute or inaccuracy regarding an invoice within ten (10) business days of receipt of said invoice. Such notification must be in writing and clearly describe the nature of the dispute.

Representation and Warranties

The Parties warrant and represent full capacity and qualifications to abide by the terms and conditions of the Agreement. The Agreement is subject to the laws of the **United States** and will apply to the Parties during its entire duration.

Liability and Indemnification

The Vendor will take responsibility and cover any losses or damages that the Client and its representatives may experience.

In addition, the Client agrees to protect the Vendor from any loss or damage, except in the case of extreme carelessness or recklessness by the Vendor or its representatives.

Insurance

Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, and for a period of [Specify e.g., one (1) year] after its expiration or termination if providing professional services, the following insurance coverages, in amounts not less than specified:

- **Commercial General Liability (CGL):** Covering bodily injury, property damage, and personal injury, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.
- **Worker's Compensation Insurance:** As required by all applicable state and federal laws, including Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) for bodily injury by accident (per accident), One Million Dollars (\$1,000,000) for bodily injury by disease (per employee), and One Million Dollars (\$1,000,000) for bodily injury by disease (policy limit).

Client shall be named as an "Additional Insured" on the Vendor's Commercial General Liability policy. All insurance maintained by Vendor shall be primary and non-contributory to any insurance carried by Client. All policies shall include a waiver of subrogation in favor of Client, its officers, directors, employees, and agents.

Vendor shall ensure that Client receives at least thirty (30) days' prior written notice of any cancellation, non-renewal, reduction in coverage, or material change to any of the required insurance policies.

Independent Contractor

The Vendor will be regarded as a self-employed individual. This vendor Agreement does not generate a boss-worker tie between the Client and Vendor, and such an Agreement will never be formed in the future.

Termination

This vendor Agreement can be terminated by either party with 10 days written notice. All unpaid debts must be paid to the Vendor within 30 days of the termination.

Entire Understanding

This vendor Agreement, along with any associated documents, shall be seen as the complete Agreement and shall supersede any previous Agreements, both written and spoken.

Legal Fees

In the event of any action, suit, or proceeding (including, without limitation, litigation, arbitration, or mediation) brought by either party to enforce or interpret this Agreement, or arising out of any dispute between the parties related to this Agreement, the substantially prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, and other costs and expenses incurred in connection with such action, suit, or proceeding, including, without limitation, those incurred in any pre-litigation collection efforts, and any appeals or enforcement of a judgment or award.

The amount of such fees, costs, and expenses shall be determined by the court or arbitrator as part of the judgment or award. This provision shall apply equally to either party who is determined to be the substantially prevailing party.

Notices

All communication regarding this vendor Agreement must be done in writing and either sent by mail or delivered in person.

Delays

Should either of the parties become aware of any issue that may postpone any part of the contract, they must inform the other side within five days in a written report that includes all relevant details.

Signatures

In signing this Agreement, the Vendor confirms their familiarity with the conditions of operating with the Client, and pledges to adhere to these terms at all times.

Prestige Worldwide LLC.

Signed:

Address:

Date:

Google Shoes

Signed:

Address:

Date:
