

Vendor Agreement

Parties

This Agreement (hereinafter referred to as the "Agreement") by and between **Google Shoes** (hereinafter referred to as the "Client") and **BBC 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 Client will receive **quarterly** invoices and, after verifying that the charges are accurate, issue payment within **60 days**. All payment matters should be taken up with the Client's accounts payable department.

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 not take responsibility nor 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

The Vendor is **not obligated** to source suitable insurance for the duration of the contract and upon request will provide verification of such insurance to the Client.

If the Vendor fails to provide proof of insurance, the Client will remind them nicely.

Independent Contractor

The Vendor will be regarded as a **limited liability corporation**.. 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 **15 days** written notice. All unpaid debts must be paid to the Vendor within **15 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 legal action, the victorious party is eligible to receive compensation for expenses such as lawyer fees, court costs, transportation costs, and **miscellaneous fees**.

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.

BBB LLC.

Signed:

Address:

Date:

Google Shoes

Signed:

Address:

Date:
