**VENDOR AGREEMENT**

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ , by and between DownHome Pharmacy PC, 671 Teresa Lane, Roanoke, VA 24019 (hereinafter referred to as “DownHome”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Vendor”).

1. **Term.** This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall remain in full force and effect indefinitely until terminated as authorized by Section 6, (the “Term”).
2. **Duties.** DownHome hereby retains the Vendor to supply the following goods, described below, correctly priced and labeled with the Vendor’s number, as assigned by DownHome in this agreement (the “Goods”). The Vendor only sell those items described in this agreement. If the Vendor changes and/or adds to the described items, DownHome must be notified ten days prior to the Vendor adding those items. DownHome shall have the sole discretion to require the removal of any Goods deemed inappropriate. DownHome will not sell any Goods without the price written on the item. If the Vendor does not mark the Goods with the Vendor’s number, the item will not be recorded under the Vendor’s sale record to be used for payments to the Vendor as described in the Fee Schedule attached as Exhibit A. DownHome is not responsible for labeling the Goods with prices or the Vendor’s number. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. **Display.** The display of these goods is the responsibility of the Vendor and shall not exceed the area assigned by DownHome. Any items used for display purposes should be labeled with the Vendor’s information and marked with “Not for sale.” The Vendor is responsible for the organization and tidiness of the display area. The Vendor may visit DownHome during regular business hours (Monday through Friday: 9 AM – 1 PM and 1:30 PM – 7PM, Saturday: 9 AM – 2PM) to reset, organize, and/or tidy the display area assigned to the Vendor.
4. **Inventory.** DownHome will not keep any inventory record for the Goods supplied by the Vendor. DownHome will track sales of the Goods labeled with the Vendor’s number for use in the payment of the Vendor as described in the Fee Schedule attached as Exhibit A. DownHome will monitor the area assigned to the vendor with the same frequency and equipment used to monitor other merchandise being sold, but DownHome cannot be held liable or responsible for loss or damage to any Goods or display equipment belonging to the Vendor.
5. **Fees and Expenses.** Fees shall be paid in accordance with the Fee Schedule agreed to between the parties and attached hereto as Exhibit A. Except as specifically provided in this Agreement, all expenses shall be borne by Vendor. Payments to the Vendor shall be based on sales listed under the Vendor’s number as recorded by DownHome’s point of sale (POS) system and not based on the Goods the Vendor supplies to DownHome.
6. **Termination.** Either party may terminate this Agreement with thirty (30) days prior written notice to the other party. Vendor hereby acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, in the event of such termination, DownHome shall only be liable for, and Vendor agrees only to retain, payment of the portion of the fee earned as a result of Work actually and satisfactorily performed through the effective date of termination.
7. **No Employment Relationship Created.** It is understood and agreed between the parties that the Agreement is not intended to nor does it create an employment contract between DownHome, on the one hand, and Vendor and any of its employees, on the other, nor does it create a joint relationship or partnership between the parties hereto. Neither Vendor nor its employees are entitled to benefits that DownHome provides for DownHome employees. Vendor’s relationship to DownHome is solely and exclusively that of an independent contractor. DownHome is interested only in the Good to be supplied and the conduct and control of the Goods shall be solely with Vendor. Vendor shall be permitted to engage in any business and perform services for its own accounts, provided that the Goods supplied to DownHome are not compromised. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party’s prior written consent in each instance.
8. **No Withholding.** Vendor is solely and exclusively responsible for the satisfaction of Vendor’s own local, state, and federal income tax and Social Security withholding that may be applicable to the amounts payable by DownHome under this Agreement. The Vendor is solely and exclusively responsible for the satisfaction of any sales tax as required by local, state, and federal law (DownHome is located in Botetourt County). DownHome retains no funds from the sales of the Goods supplied by the Vendor to satisfy any taxes, and only retains the Processing Fee as described in the Fee Schedule attached hereto as Exhibit A.
9. **Indemnification.** Vendor agrees to defend, indemnify, and hold harmless DownHome, its successors and assigns, and their respective trustees, officers, employees, and agents (the “Indemnified Parties”) to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including, but not limited to, associated costs, expenses, and reasonable attorneys’ fees incurred on account thereof (“Claims”) asserted against DownHome as a result of Vendor’s work or performance or non-performance of this Agreement, including, but not limited to, Claims that may be asserted by any person(s), including, but not limited to, Consultant’s employees and employees of Vendor’s subcontractors or agents (“Claimants”), for loss, damage, death, injury, sexual harassment, or molestation to or of persons or property; or, where applicable, infringement of any third-party intellectual property rights, including, but not limited to, those of copyright; or, where applicable, unauthorized release of or failure to protect confidential information of all types, including, but not limited to, personally identifiable information (PII) or electronic protected health information (ePHI) (“Losses”) arising in any manner out of or incident to Vendor’s performance or nonperformance hereunder.
10. **Governing Law and Jurisdiction.** Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of Virginia, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of Virginia, County of Botetourt.
11. **Notices.** All notices to DownHome in connection with this Agreement shall be sent to:

Allison Lucas, RPh

Owner of DownHome Pharmacy

671 Teresa Lane, Roanoke, VA 24019

All notices to Vendor in connection with this Agreement shall be sent to:

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Entire Agreement.** This Agreement, together with any exhibits or addenda annexed hereto, is the sole, complete, and exclusive expression of the parties’ intent with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any conflict or discrepancy between the terms and conditions of this Agreement and those of any exhibit, rider, or addendum hereto, the terms of this Agreement shall control. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.
2. **No Waiver.** Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DownHome Pharmacy. P.C.

Date: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Allison Lucas, RPh

Owner

**Exhibit A. Fee Schedule**

DownHome will pay the Vendor all total sales (as recorded by DownHome’s point of sale (POS) system for the Vendor’s number) minus the processing fee listed below. Payouts will be made quarterly by cash or check and available for pick up by the Vendor after notified by email. Unless the Vendor makes other arrangements with DownHome, payouts will not be held for longer than three months. After three months, the Vendor forfeits the payout check.

Processing fee: \_\_\_\_\_\_\_\_10%\_\_\_\_\_\_\_\_\_

Vendor’s Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_