**VENDOR AGREEMENT FOR THE BOOKET PLATFORM**

This Agreement is made the \_\_\_\_\_\_\_\_\_\_ (Date) between:

(1) BookET, trade name owned by BOOKET EVENTS Limited Liability Company of [address] and with Company Registration Number [number], hereinafter referred to as the “**Contractor**” of the one part

and

(2) \_\_\_\_\_\_\_\_\_\_ (Company Name) of \_\_\_\_\_\_\_\_\_\_ (Company Address) and with Company Registration Number \_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “**Event Organizer**” of the other part

(collectively referred to as the “**Parties**”).

**PREAMBLE**

Whereas

(A) The Contractor owns and operates the BookET mobile application and website (the “**BookET Platform**”, the “**Platform**”) with registered Users (the “**User(s)**”) to whom the Contractor offers services including:

i. the listing of ongoing and upcoming events in the State of Qatar and wider Middle East region (“**Event(s)**”);

ii. the opportunity to purchase and receive tickets, reservations, bookings, admissions, or passes of any kind to said Events (“**Ticket(s)”)**

with i. and ii. collectively being the “**Services**”;

(B) the Event Organizer is engaged in the business of \_\_\_\_\_\_\_\_\_\_’

(C) the Event Organizer is desirous of using the BookET Platform to sell Tickets to Users and the Contractor is desirous of providing its Platform to the Event Organizer for the same.

Now and therefore, in consideration of the mutual covenants and agreements contained herein, the Contractor and the Event Organizer, intending to be legally bound, agree as follows:

**1 – THE SUBJECT OF THE AGREEMENT**

1.1 This Agreement asserts the terms and bases of the arrangement between the Contractor and the Event Organizer such that the Event Organizer shall provide and honor Tickets to Events sold on the BookET Platform.

**2 – CONTRACTOR OBLIGATIONS**

2.1 – The Contractor shall undertake the following responsibilities under and persuant to the terms of this Agreement:

i. Display and list the Event Organizer’s Event(s) on BookET’s mobile application and website;

 ii. Accept and process online orders for Tickets on the Event Organizer’s behalf;

 iii. Provide electronic versions of Ticket(s) to Users when possible;

 iv. Provide customer service and other related Services to Users.

**3 – EVENT ORGANIZER OBLIGATIONS**

3.1 – The Event Organizer shall supply the following information under and persuant to the terms of this Agreement:

i. Through the interface provided by the Contractor, the Event Organizer shall upload Event images, description, delivery timelines (if relevant), disclaimers, price, and other such details for the Event(s) and/or Ticket(s) displayed and offered for sale through the BookET Platform.

ii. The Event Organizer shall not upload any description, image, graphic, or text that is unlawful, objectionable, obscene, opposed to public policy or decency, vulgar, or is in violation of intellectual property rights of any third party.

iii. The Event Organizer shall only upload the Event description and images for the Event that is offered for sale through the BookET Platform.

iv. The Event Organizer shall provide a correct, full, true description accurate to the Event.

v. The Event Organizer shall be solely responsible for the quality, merchantability, guarantees and warranties in respect of the Tickets to their Event(s) for sale through the BookET Platform.

vi. The Event Organizer shall be solely responsible for the delivery of Ticket(s) to Users through any means other than via email or the Ticket Wallet on the BookET Platform.

vii. The Event Organizer shall be solely responsible for the communication and/or enforcement of any restrictions specific to your Event(s) to Tickets not included in BookET’s Terms and Conditions [link] (e.g. limiting the number of Ticket(s) that can be bought per User/per transaction).

viii. The Event Organizer shall accept, honor, and fulfill all ticketing commitments that have been confirmed by BookET (and not returned or voided).

**4 – REPRESENTATIONS AND WARRANTIES**

4.1 - The Event Organizer represents and warrants the following:

i. It has the authority and right to enter into this Agreement;

ii. It has the authority and right to list, sell, and honor Tickets

iii. The Event itself and any material or content provided by the Event Organizer to the Contractor for use on the Platform is/are not pornographic, defamatory, offensive, harassing, malicious, illegal, or otherwise objectionable, and does/do not infringe upon the rights of any person or entity, including but not limited to copyright, trademark, trade secret, proprietary, intellectual property, and rights of privacy and/or publicity, whether by statute or common law, and;

iv. The Event and the sale of Tickets to the Event do not constitute a violation of any of the laws of the State of Qatar.

**5 – RESERVATION OF RIGHTS**

5.1 - The Event Organizer agrees and acknowledges that the Contractor, at all times during the continuance of this Agreement, shall have the right to:

i. block or delete any image(s), text, graphic uploaded to BookET by the Event Organizer without any prior intimation to the Event Organizer in the event said image(s), text, or graphic is found to violate any law, breach any of the terms of the Agreement and/or BookET’s terms and conditions. In such an event, the Contractor shall without any prior intimation or liability to the Event Organizer have the right to forthwith remove the Event(s) and/or Ticket(s) listings of the Event Organizer;

ii. provide and display appropriate disclaimers and terms of use on the BookET Platform;

iii. discontinue or terminate the service to the User, without having any liability to refund the amount to the Event Organizer, to forthwith block, remove or close the Event(s) and/or Ticket(s) listings of the Event Organizer and furnish such details about the User and/or the Event Organizer upon a request received from the legal or statutory authorities or other law enforcement authorities or under a Court order if the Contractor is of the belief that its Services are being utilized by the User and/or Event Organizer in contravention of the terms and provisions of this Agreement.

**6 – TERM**

6.1 - This Agreement shall commence from the date of entry and shall continue to be in effect for a period of [term] unless terminated earlier. (“**Term**”)

**7 – LIMITATION OF LIABILITY**

7.1 – The Contractor shall not be held liable or responsible for any loss, injury or damage to the Event Organizer, or any other party whomsoever, arising on account of any transaction under this Agreement or as a result of the Event(s) and/or Ticket(s) being in any way defective, damaged, in an unfit condition, violation or infringing any laws, regulations, and/or intellectual property rights of any third party.

7.2 - The Event Organizer shall be solely liable for any damages, claims, or allegations arising out of the Event(s) and/or Ticket(s) offered for sale through the BookET Platform including but not limited to the quantity, quality, merchantability, price, use for a particular purpose, or any other related claim and shall not hold the Contractor liable for any such claims and/or damages.

7.3 – The Contractor shall not be liable for any damages or claims arising out of any misrepresentation, negligence, or misconduct by the Event Organizer or any of its representatives.

**8 – TERMINATION AND EFFECTS OF TERMINATION**

8.1 – The Contractor shall have the right to terminate this Agreement in any of the following events:

* The Event Organizer commits a material breach of any obligations, representation, warranty, covenant, or term of this Agreement and the same is not rectified after BookET gives a written notice of [number] days.
* If an insolvency petition is filed against the Event Organizer.
* If the Event Organizer infringes upon the rights of a third party, including intellectual property rights.

8.2 – This Agreement may be terminated by either party provided the terminating party gives the other party 30 days’ written notice.

8.3 – During this notice period, both parties shall be bound to perform its obligations incurred under this Agreement and this Sub-clause shall survive the termination of this Agreement.

8.4 – In the event of termination of the Agreement, the Contractor shall remove the relevant Event listing(s) with immediate effect and shall discontinue displaying the relevant Event(s) and Ticket(s) on the BookET Platform. The Contractor by virtue of termination of this Agreement shall not be liable for any loss or damages incurred by the Event Organizer.

**9 – INTELLECTUAL PROPERTY RIGHTS**

9.1 - It is expressly agreed between the Parties that each Party shall retain interest, right, and title in their respective trademarks and logos (“Intellectual Property”) and that nothing contained in this Agreement, nor the use of the Intellectual Property on the advertising, publicity, promotional or other material in relation to the Services shall be construed as giving to any Party any interest, right, and/or title of any nature whatsoever to any of the other Party’s Intellectual Property.

**10 – ENTIRE AGREEMENT**

10.1 – This Agreement contains the entire and final agreement and understanding between the Parties and is the complete and exclusive statement of its terms. This Agreement supersedes all prior agreements and negotiations, whether oral or written, in connection therewith.

 **11 – INDEMINTY**

11.1 - To the fullest extent permitted by the applicable law, the Event Organizer shall indemnify, defend, release and hold harmless the Contractor, its affiliates, and their respective licensors from and against: (I) All claims, losses, liabilities, settlements, fines, penalties, actions, lawsuits and legal actions brought by any third party against any of the BookET parties arising from or relating to:

 a. breach of this Agreement;

 b. any content provided by the Event Organizer;

 c. Event organizer’s violation of any law or the rights of any third party;

 d. any cancellation, postponement, rescheduling, or delay of an Event;

e. any allegation that the content you provide or data or information the Event Organizer represent on the BookET Platform infringes, misappropriates, or violates the intellectual property rights of a third party; and

(II) any and all losses, damages, liabilities, settlements, judgements and expenses incurred by any of the BookET parties, assessed or found against any of the BookET parties, or made by any of the BookET parties, relating to or arising from any such third-party action.

**12 - DISPUTE RESOLUTION**

12.1 – All disputes arising out of or in connection with this Agreement shall be finally settled by the Qatari Civil Courts.

In witness whereof, the Parties hereto have executed this Agreement as of the day and year first above written.

BookET (The Contractor)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name and Title]

[FULL LEGAL NAME OF EVENT ORGANIZER]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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