



NORTH AMERICAN HEALTH & FITNESS TRADES ALLIANCE

Vendor Partner Agreement

This Vendor Partner Agreement (“Agreement”) is entered into between the North American Health & Fitness Trades Alliance (“NAHFTA”) and the undersigned Vendor Partner (“Vendor”). This Agreement outlines the general terms for participation in the NAHFTA Vendor Marketplace (the “Marketplace”) and related programs, initiatives, and events.

1. Purpose

The purpose of this Agreement is to establish the framework for Vendor participation in the NAHFTA Vendor Marketplace, which enables qualified vendors to list, promote, and sell products or services to NAHFTA members and other authorized participants.

2. Scope of Participation

Vendor is granted non-exclusive, revocable access to the Marketplace. Vendor acknowledges that sales or promotions may occur across multiple states and agrees to comply with all applicable local, state, and federal laws.

NAHFTA retains full discretion to modify, expand, or limit the Marketplace structure, offerings, and eligibility requirements as necessary to maintain a fair and functional environment for all participants.

3. Membership & Fees

Vendor participation requires an active Vendor Partner Membership, renewed annually. Vendor agrees that NAHFTA may adjust membership pricing or benefits with reasonable notice.

All payments must be made through the approved payment method.

Failure to maintain an active membership may result in suspension or removal from the Marketplace.

4. Marketplace Guidelines

Vendor agrees to operate in alignment with the **Marketplace Guidelines (currently shown on website map as “Compliance & Policy Acknowledgment” AND “Terms / Policies Version Control”)**, which may include, but are not limited to:

- Maintaining accurate and up-to-date listings, pricing, and images.
- Honoring advertised discounts, warranties, and offers.
- Conducting all business communications professionally and ethically.
- Complying with NAHFTA’s Code of Conduct and Ethics.
- Refraining from disparagement, misrepresentation, or solicitation outside approved channels.

NAHFTA reserves the right, at its discretion, to review, request modification of, or remove any vendor content or listing that does not align with these expectations. Vendors will be notified of any compliance issues and given an opportunity to correct them before removal, whenever practical.

5. Marketplace Management & Modifications

NAHFTA may introduce, modify, or retire Marketplace features and functionality at any time to enhance performance or member value.

Vendor acknowledges that system changes, integration updates, or technical adjustments may temporarily affect Marketplace operations.

NAHFTA will provide notice of material changes whenever feasible.

6. Limitation of Liability

Vendor agrees that NAHFTA’s total cumulative liability, for any claim or cause related to this Agreement or participation in the Marketplace, shall not exceed the value of one (1) year of Vendor Partner Membership fees paid by Vendor.

In no event shall NAHFTA, its officers, or affiliates be liable for consequential, incidental, or special damages arising from Vendor participation or Marketplace access.

7. Termination

Either party may terminate this Agreement at any time with written notice. NAHFTA may suspend or revoke Vendor's access to the Marketplace if Vendor fails to adhere to Marketplace Guidelines or engages in conduct that could negatively affect NAHFTA, its members, or reputation.

If termination is initiated by either party, no refund of membership fees will be issued, unless otherwise determined by NAHFTA in writing.

Termination does not relieve either party of obligations accrued prior to the effective termination date.

8. Intellectual Property

Vendor retains ownership of its trademarks, logos, and marketing materials. Vendor grants NAHFTA a non-exclusive, royalty-free license to use such materials for promotion of the Vendor's Marketplace listings, NAHFTA events, and related communications.

9. Indemnification

Vendor agrees to indemnify, defend, and hold harmless NAHFTA, its officers, directors, affiliates, and representatives from any claim, demand, or loss arising from:

- Vendor's products, services, or representations;
- Infringement or misappropriation of intellectual property;
- Violation of laws or regulations in any state of operation.

10. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflict of law principles.

Any disputes arising under this Agreement shall be resolved in courts located in Maricopa County, Arizona, unless otherwise required by law.

11. Entire Agreement & Amendments

This Agreement, along with the Marketplace Guidelines, represents the entire understanding between the parties.

NAHFTA may update or amend this Agreement or the Guidelines with at least 30 days' notice. Continued participation after such notice constitutes Vendor's acceptance of the updated terms.

12. Execution

By signing below, both parties agree to the terms of this Agreement.

Vendor Partner

Name: _____

Company: _____

Signature: _____

Date: _____

North American Health & Fitness Trades Alliance (NAHFTA)

Representative: _____

Title: _____

Signature: _____

Date: _____