



Vendor Affiliate Program Agreement

Effective Date: _____

Between:

Gaia Goods, Inc.

An Oregon corporation

Address: 4110 SE Hawthorne Blvd., #138 Portland, Or 97214

And

Vendor Name:

Entity Type:

Address: _____

Collectively referred to as the "Parties."

1. Program Enrollment & Scope

1.1. Vendor enrolls in Gaia Goods' Affiliate Program ("Program") to list and sell approved products via the Platform.

1.2. Program participation constitutes a non-exclusive partnership subject to Gaia Goods' standards, outlined in the Vendor Qualification Checklist.

2. Revenue & Commission

2.1. Gaia Goods shall retain **20% of net sales revenue** ("Platform Fee") from each transaction.

2.2. "Net sales revenue" is calculated after deductions for refunds, discounts, chargebacks, and taxes.

2.3. Gaia Goods reserves the right to update the Platform Fee with **30 days' notice**.

3. Vendor Responsibilities

3.1. **Product Submission:** Vendor shall provide high-resolution images (per Platform specifications), complete product descriptions, accurate pricing, and detailed shipping information.

3.2. **Inventory & Sales Fulfillment:** Vendor is solely responsible for packaging and shipping all orders directly to customers within agreed timelines.

3.3. **Customer Service:** Vendor must manage returns, exchanges, customer inquiries, and complaints promptly and professionally.

3.4. **Compliance:** Products and marketing materials must comply with all applicable laws and Gaia Goods' policies.



4. Vendor Qualification & Ethics

4.1. Gaia Goods is purpose-driven and curates product listings based on a strict **Vendor Qualification Checklist**, including but not limited to:

- Alignment with Gaia Goods' mission (e.g., sustainability, wellness, conscious living)
- Product quality, safety, and integrity
- Fair labor and eco-conscious manufacturing
- Transparent sourcing and ethical business practices

4.2. Gaia Goods may audit Vendor's business operations at its discretion. Non-compliant Vendors may be removed from the Program.

5. Platform Standards & Review

5.1. All listings are subject to Gaia Goods' review and approval prior to publication.

5.2. Gaia Goods reserves the right to request updates to content or images to comply with brand standards.

6. Reporting & Payment

6.1. Gaia Goods will provide **monthly sales and fee statements** to Vendor.

6.2. Net Vendor payouts will be issued **within 30 days** after royalty statements, less any Platform Fees and applicable deductions.

7. Term & Termination

7.1. The agreement remains in effect until terminated by either Party with **30 days' notice**.

7.2. Gaia Goods may immediately suspend a Vendor for violations or if Vendor no longer meets ethical or quality standards.

7.3. Upon termination, Vendor must:

- Immediately remove all listings
- Fulfill any outstanding orders
- Cease using Gaia Goods' branding or content

8. Representations & Warranties

Vendor warrants that:

- All products are legal, authentic, and safe for sale;
- Descriptions, imagery, and pricing are accurate and not misleading;
- They own or have rights to sell all listed products and associated IP.

Gaia Goods warrants platform provision and fee remittances as described.



9. Intellectual Property

9.1. Vendor retains ownership of all IP relating to its products and materials.

9.2. Vendor grants Gaia Goods a non-exclusive license to use product content for Program purposes.

9.3. Gaia Goods' trademarks and logos may only be used per branding guidelines and with express permission.

10. Indemnification & Liability

Vendor shall indemnify Gaia Goods from any claims related to:

- Product defects or intellectual property violations
- Inaccurate product content
- Violation of laws or Gaia Goods' policies

Gaia Goods' liability for indirect or consequential damages is excluded, except where prohibited by law.

11. Confidentiality

The Parties agree to maintain the confidentiality of all proprietary information exchanged, including but not limited to:

- Customer data
- Sales reports
- Business strategies
- Product formulations or manufacturing practices

Confidentiality shall be maintained in accordance with the **Mutual Non-Disclosure Agreement (MNDA)**, if separately signed.

12. Governing Law & Dispute Resolution

This Agreement is governed by the laws of **State/Country:** [_____]

Any disputes arising out of or related to this Agreement shall first be submitted to **good-faith mediation**. If not resolved within 30 days, disputes will proceed to **binding arbitration** under the rules of the American Arbitration Association in **Portland, Oregon**.



13. Miscellaneous

13.1 Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral.

13.2 Amendments

Any amendments or changes must be made in writing and signed by both Parties.

13.3 Assignment

Neither Party may assign or transfer its rights under this Agreement without the prior written consent of the other Party.

13.4 Severability

If any provision of this Agreement is found to be unenforceable, the remaining terms shall remain in full force and effect.

Gaia Goods, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Vendor Name: _____

By: _____

Name: _____

Title: _____

Date: _____