

72nd National Square Dance Convention®

VENDOR SPACE CONTRACT



Dated this ____ Day of _____ by and between _____
(Hereinafter called the Vendor) and the 72nd National Square Dance Convention® (Hereinafter called the 72NSDC).

FOR GOOD AND VALUABLE CONSIDERATION, it is mutually agreed as follows:

- 1) 72NSDC agrees to lease to the Vendor the Booth Number(s) on the signature page of this contract for occupancy in accordance with the terms set forth in this contract for the purpose of Vendor selling merchandise relating to square, round, line, contra or clog dancing. Booth numbers set forth above refer to areas designated on the official Booth Diagram for the 72nd National Square Dance Convention®, June 21-24, 2023 and are hereinafter referred to as “Space”. The Booths are located in the Arthur R. Outlaw Mobile Convention Center with the dimension of each Booth being approximately 10’X 10’ X 10’ (Cube). Storage containers must meet the approval of the Fire Marshall. (Cardboard boxes are not authorized). Vendor agrees to not use the Space for any other purpose than that set forth above without prior written permission from the 72NSDC.

TERMS OF RENTAL AGREEMENT: Vendors may start move-in to the Arthur R. Outlaw Mobile Convention Center on Tuesday, June 20, 2023 (Times as designated by Move-In Schedule provided) and must vacate the premises NOT LATER THAN 12:00 noon CST Sunday, June 24, 2023.

- 2) As rental for the Space, Vendor agrees to pay the sum of \$350.00 per Booth Number as follows: A \$100.00 deposit per Booth at the time of signing this contract, with the balance due and payable on or before March 1, 2023. The Vendor may cancel this contract by submitting written notice of cancellation to: Larry Leonard, 435 Pinedale Drive, Auburn, AL 36830 or by email to generalchairman@72nsdc.com, and receive a refund of the \$100.00 deposit, less a \$15.00 charge for handling, provided the notice of cancellation is received by 72NSDC prior to March 1, 2023. If the Vendor does not pay the balance by said date, or if the notice of cancellation is received after that date, no refund will be made. 72NSDC will send no further notice or billing for the balance to the Vendor.
- 3) 72NSDC has the right to cancel this agreement, without refund, if 72NSDC determines, in its sole discretion, that the Vendor, it’s agents, employees or guests are interfering with the dancers or other Vendors by failing to follow the requirements of this contract, the direction of the 72NSDC, or through the use of abusive language, drinking or by disturbing promotional efforts at other booths.
- 4) Vendor assumes responsibility for the payment of all Federal, State or Local Taxes of any nature, which may be applicable, including any sales tax or occupancy taxes, in addition to the above referenced rent.

- 5) Vendor shall not assign, lease, share or sublet any part of the designated Space. All exhibits and exhibit arrangements shall be subject to approval of the 72 NSDC. Only the name of the Vendor shall be used in the 72NSDC printed list of Vendors and the Program Book. The 72NSDC will provide a sign with the name and Booth number(s) for each Vendor. No other sign may be placed at the same level or above the 72NSDC sign. The 72NSDC sign MUST be visible at all times. ¹ Additionally, the 72NSDC will provide, at no extra charge: one (1) eight (8) foot table, two (2) chairs and up to two (2) Convention registrations per booth. ¹ 72NSDC will provide, at no extra charge, one (1) Program Book per Vendor. 72NSDC will establish the procedures with the Arthur R. Outlaw Mobile Convention Center to contact the Vendor directly to arrange with Arthur R. Outlaw Convention Center additional tables/chairs and, if needed, any electrical, telephone, or internet connections.
- 6) In case the Space shall not be available for the uses herein specified due to War, Government Action, act of God, fire, strikes, labor disputes, or any cause beyond the control of the 72NSDC or upon cancellation of the 72nd National Square Dance Convention[®], 72NSDC shall terminate the agreement, return the sums paid by the Vendor for the Space and there shall be no further liability on the part of either party to the other. Upon written notice to the Vendor, 72NSDC shall have the right to change the date and place of the Convention. The limit of the Vendor's damage claim against 72NSDC, which occurs under or arises out of this contract, shall be the return to the Vendor of the deposit or other rental amount, which the Vendor has paid to the 72NSDC.
- 7) 72NSDC will not be responsible for any injury that may arise to the Vendor, its employees or others, or for the loss or damage of any material from any cause whatever while in transit to or from the building or while in the Arthur R. Outlaw Mobile Convention Center whether or not 72NSDC furnishes attendants, guards or watchmen. Vendor agrees to indemnify, hold harmless or defend, at its expense, 72NSDC, from and against any suits, liability, claim for damages or injuries substantiated by any persons arising out of Vendors use of the Space and Vendors activities in connection with the Convention. Vendor, at his/her expense, shall provide a certificate for Comprehensive General Liability Insurance or Commercial General Liability Insurance, valid through June 30, 2023, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such policy shall name the 72nd National Square Dance Convention[®] and the Arthur R. Outlaw Mobile Convention Center as Co-Insureds. Such Certificate shall be provided to 72NSDC by May 1, 2023, and prior to the Vendor set-up at the Convention.
- 8) 72 NSDC will provide Vendor identification. Said identification shall be OPENLY DISPLAYED during Pre-Convention and Post-Convention hours, while the Vendor is moving in and out of the Vendor area, in the loading/unloading docks and in the Vendor Hospitality area. The Vendor and all of their employees shall use this same identification whenever they are in the confines of the Arthur R. Outlaw Mobile Convention Center. The Vice-Chairman of Vendor Booths will furnish a move-in schedule to all Vendors.
- 9) This agreement is made in, and shall be construed to be in accordance with, the laws of the State of Alabama.

- 10) The portion of the National Executive Committee Guidelines pertaining to the Vice-Chairman Vendor Booths, National Association of Square and Round Dance Suppliers (NASRDS) Guidelines and the Rules and Regulations of the Arthur R. Outlaw Mobile Convention Center are hereby made a part hereof, as though incorporated herein. The Vendor shall be bound thereby. 72NSDC shall have the right to interpret, amend and enforce said rules and regulations. This agreement may not be otherwise amended, except in writing, and signed by the General Chairman of the 72nd National Square Dance Convention® and the Vendor. There are no representations made in any manner, verbal or written, other than those contained in the above cited Guidelines, Rules and Regulations and in this Vendor Space Contract.
- 11) The Vendor agrees to return the premises in a clean and good repair condition equal to the condition of Space prior to the Term of this Agreement.
- 12) Personal Guarantee: The undersigned hereby guarantees performance of all of the Vendor's covenants and agreements set forth in this Contract

VENDOR NAME: _____

BY: _____ TITLE: _____

VENDOR PHONE # (____) _____ E-MAIL: _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

OF BOOTHS _____ BOOTH NUMBER(S) _____

ACCEPTED BY THE 72nd National Square Dance Convention®:

_____ DATE: _____

by Larry Leonard, Business Chairman

MAKE ALL CHECKS PAYABLE TO: 72nd National Square Dance Convention® (72 NSDC)

TOTAL DUE: \$ _____

RECEIVED WITH CONTRACT: \$ _____

Method of Payment: _____

BALANCE DUE: \$ _____

ABSOLUTE DEADLINE FOR RECEIPT OF BALANCE DUE IS MARCH 1, 2023