

UNITED STATES SUBMARINE VETERANS INC.  
2017 NATIONAL CONVENTION Vender Agreement Form

Rosen Shingle Creek,  
9939 Universal Blvd.  
Orlando, Fl. 32819  
(866-996-6338)

This agreement is made between the USSVI 2017 National Convention and:

Contact Name \_\_\_\_\_ Company Name \_\_\_\_\_

Complete Mailing  
Address \_\_\_\_\_

Email Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

In this Agreement, the party who is supplying the initial setup facilities shall be referred to as "USSVI 2017 Convention" and the party who is requesting these facilities shall be referred to as "Vendor". In addition, the hosting facility is the Rosen Shingle Creek (RSC), 9939 Universal Blvd, Orlando, FL 32819, Phone: 1-866-996-6338. Rosen Shingle Creek shall be referred to as "RSC". The Vendor has requested that the USSVI 2017 Convention provide facilities, specifically an area to be designated and referred to as the "Vendor Area" within Rosen Shingle Creek (RSC) located in Panzacola Room F3/F4 for the setup and sale of Vendor merchandise during the USSVI 2017 Convention from: August 31 until September 06, 2017.

Therefore, the parties agree as follows:

1. FACILITY SCHEDULE: The Vendor Area will be available:

Thursday	August 31	1200-1800	Vendor setup*
Friday	September 1	0800-1600	Sales/Networking
Saturday	September 2	0900-1600	Sales/Networking
Sunday	September 3	0900-1800	Sales/Networking
Monday	September 4	0900-1800	Sales/Networking
Tuesday	September 5	0900-1800	Sales/Networking
Wednesday	September 6	0900-1400	Sales/Networking
		1400-	Vendor breakdown

\*Note: Setup for Vendors is only during the appropriate times. You must be present as a vendor for each day for the entire sales times above. If you are not setup by 1800 Thursday, your table(s) may be removed and a portion of costs will be refunded (excluding travel and family emergencies, please call so we know the circumstances). No changes to these times are anticipated.

2. INITIAL SETUP: Vendor will be charged \$ 125.00 for the initial table set up in the Vendor Area, which will consist of:

- a. One 30" X 72" table (skirted)
- b. Two chairs
- c. One wastebasket
- d. One business card size ad in the 2017 Convention Magazine

Each additional table (skirted) is \$30.00. Each additional chair is \$10.00.

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3. **ADDITIONAL FACILITIES:** Should the Vendor need facilities or services beyond what is provided in the initial setup materials described in paragraph 2, Vendor is subject to, and agrees to remit payment for, charges resulting in obtaining those facilities and services. Please make requests for said services in writing, included in this agreement, and we will do our best to accommodate your needs. If you are powering something more than a sewing machine or laptop, you will accrue additional cost for that equipment. Please contact the 2017 Convention Chairman for that information. All requests for services after your arrival are subject to the availability of equipment and staff. All advance orders will be given priority. If you are uncertain of your requirements, or if you have special needs, please contact the 2017 Convention Chairman, Ken Nichols.
4. **FEES, PAYMENTS, LATE FEES & DEADLINES:** All fees determined from this agreement shall be payable in lump sum and submitted with this completed Agreement postmarked no later than 5/21/17. Changes made to this Agreement must be submitted prior to that time to avoid late fees. All charges incurred by each Vendor must be paid in full prior to requested services taking place. Vendor should use the area at the end of this Agreement to signify their selections for additional tables needed to engage in sales during Convention week. Prices for tables DOUBLE if registration or changes occur from 5/22/2017 – 6/30/2017.
5. **NO EXPENSE REIMBURSEMENT:** The Vendor shall pay all "Out of Pocket" expenses and shall not be entitled to any reimbursement from USSVI 2017 Convention.
6. **SECURITY:** Each Vendor is responsible for the security of their merchandise in the Vendor Area. Although Vendor Area will be locked after hours, the USSVI 2017 Convention or the Rosen Shingle Creek will not be responsible for any loss of merchandise or monies during the convention.
7. **UPKEEP:** Vendor agrees to maintain their designated space in the Vendor Area in a kept state, clear of obstacles, boxes or trash. Vendor also agrees to not place their items in the space of the Hospitality Room.
8. **ADVANCE SHIPMENTS:** If you wish to send your materials in advance of the Convention, you are welcome to do so. Simply send your materials to the address below to arrive no sooner than three (3) days prior to the beginning date of the convention. Be sure to clearly mark on the outside of the package (s) identifying your name and the event (USSVI 2017 Convention). Upon your arrival at the Rosen Shingle Creek, when you check in simply ask for the package(s) and indicate where you want them delivered in the hotel. The USSVI 2017 Convention shall incur no liability for any damage to or loss of your packages in transit to the Rosen Shingle Creek. Any such issue is a matter between the Vendor and the shipper. Please review the Rosen Shingle Creek SHIPPING INFORMATION at the end of this Agreement for applicable storage and handling charges.

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The Rosen Shingle Creek provides storage for 5 days for free, then charges \$5.00 per day per shipment of materials, if received more than 5 days in advance of the Convention. (August 28, 2017 for Vendors). The following is the address of the hotel:

Rosen Shingle Creek  
9939 Universal Blvd  
Orlando, FL 32819

Hold for USSVI Exhibit Hall (Panzacola Room F3/F4)  
Attn: Director of Event Management

9. **SIGNS AND DISPLAYS:** All signage on RSC property must be of professional quality and appearance. Hand-lettered signs are not permitted. Signage will not be allowed if it interferes with the established traffic flow throughout all public areas. No signage will be affixed to walls using tape, string or Command Strip products. All signage must be in keeping with the general environment of the hotel. All requests for banner hanging must first be cleared with the USSVI 2017 Convention Chairman to be passed onto the hotel staff. A fee will be charged for each banner that is hung.
10. **FLAMMABLE MATERIALS:** All materials used in the Hotel MUST be nonflammable to comply with the Orlando, FL fire regulations. Material not conforming to such regulations will be removed immediately at the Vendor's expense. Engines, motors or any kind of equipment may be operated only with the consent of the Convention Services Manager at the RSC.
11. **SPECIAL NOTICES:** No nails or bracing wires used in erecting displays may be attached to the building. All property destroyed or damaged by a Vendor must be replaced to its original condition by the Vendor or at Vendor's expense.
12. **VENDOR LOSS AND DAMAGE HOLD HARMLESS AGREEMENT:** It is agreed to and understood that the United States Submarine Veterans, Inc. indemnifies and unconditionally hold the Rosen Shingle Creek and all related entities, and their respective officers, directors, shareholders, partners and/or agents (collectively, the "Indemnified Parties") harmless with respect to any claim, loss, arising out of the event or events contemplated by this Agreement, incurred or suffered by (1) the Indemnified Parties; (2) United States Submarine Veterans, Inc.; (3) any Vendors; (4) any Exhibitors; (5) any third party; (6) any officer, director, agent, employee, member, guest, invitee and/or independent contractors of any of the foregoing; whether such claim, loss, expense of damage arises out of intentional or negligent acts or omissions of United States Submarine Veterans, Inc., its employees, agents, and/or its Vendors or independent contractors.
13. **INSURANCE:** Vendors who desire to carry insurance on their exhibits must do so at their own expense.
14. **TERMINATION:** This Agreement shall terminate automatically at 1200, Wednesday, September 6, 2017.
15. **RELATIONSHIP OF PARTIES:** It is understood by the parties that the Vendor is an independent contractor with respect to the USSVI 2017 Convention and not an employee of the USSVI 2017 Convention.

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- 16. EMPLOYEES: The provisions of this Agreement will also bind all Vendor employees.
  
- 17. INDEMNIFICATION: The Vendor agrees to indemnify and hold the USSVI 2017 Convention harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against USSVI 2017 Convention that result from the acts or omissions of the Vendor, Vendor employees, if any and the Vendor's agents.
  
- 18. ASSIGNMENT: The Vendor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the USSVI 2017 Convention.
  
- 19. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties. There are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.
  
- 20. AMENDMENT: This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
  
- 21. SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
  
- 22. WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
  
- 23. USSVI RESERVES FOR ITSELF any and all rights to accept or reject at it's sole discretion all requests for Vendor table reservations; and to otherwise permit or limit the solicitation of business or to interview attendees at and during the convention.
  
- 24. APPLICABLE LAW: The laws of the State of Florida, Orange County and Orlando, Florida shall govern this Agreement. Vendor is responsible for obtaining any permits or licenses necessary to operate in the State of Florida.
  
- 25. VENDOR CHECKLIST: Enter the quantity of tables/chairs you will require below and compute the total cost of tables. This total will be the amount due to the USSVI 2017 Convention. Unit cost is for the Convention week.

Initial table & chairs      \$ 125.00

I need \_\_\_\_\_ additional tables @ \$30.00 each                                 +   \$ \_\_\_\_\_

I need \_\_\_\_\_ additional chairs @ \$10.00 each                                 +   \$ \_\_\_\_\_

TOTAL for all tables and chairs.   =   \$ \_\_\_\_\_

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26. ELECTRICITY: WIFI will be provided in the Vendor Area at no cost. Vendor will supply all surge protection.

I WILL \_\_\_\_ I WILL NOT \_\_\_\_ (check one) be requesting and paying for the use of electricity during the week while vending.

Cost of electricity = \$ \_\_\_\_\_

26. TOTAL COST: Vendor calculate total cost Table/Chairs \$ \_\_\_\_\_

Electricity + \$ \_\_\_\_\_

Total = \$ \_\_\_\_\_

Make checks out to: 2017 USSVI Convention

27. Please submit a Business Card with this paperwork to be included as an ad in the Convention magazine. Do not staple it to anything. Placement of Business Card size ads in the magazine is up to the magazine editor. If no card is included and no file sent by the deadline, you will forfeit your included ad and no funds will be returned.

I plan to use the Business Card size ad included in my fee. YES \_\_\_\_\_  
NO \_\_\_\_\_

If you want to increase the size of your ad in the Convention Magazine, fill out and submit a Magazine Ad Order Form.

28. SIGNATURES: Vendor will fill in the information below, sign and date.

I understand and agree with this Vendor's Agreement.

VENDOR Company

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

Authorized Company

Representative:

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

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

Submit the original signed Vendor Agreement Form, check, and business card to:

2017 USSVI Convention  
PO Box 679360  
Orlando, FL 32867-9360

Upon receipt, the USSVI 2017 Convention Chairman will sign this Agreement. The original will be kept by the USSVI 2017 Convention and a copy will be provided to the Vendor. The USSVI 2017 Convention staff will then work with each vendor in the facilitation of this Agreement.

USSVI 2017 Convention

Chairman

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

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Vendor Notes and Requests:

1. For additional Vendor-related information and instructions, visit USSVI 2017 Convention website for updates and latest information:  
[www.ussviconvention.org/2017](http://www.ussviconvention.org/2017)
2. Rosen Shingle Creek phone #: (866-996-6338)
3. If you have any Vendor related questions or comments contact Jay Mack, 407-920-9347