



**NATIONAL ASSOCIATION of BUFFALO SOLDIERS & TROOPERS**

**MOTORCYCLE CLUB**

**2018 NATIONAL CONVENTION**

August 1 – August 4, 2018

SHERATON HOTEL

340 N 3<sup>rd</sup> St,

Phoenix, AZ 85004

**VENDOR/EXHIBITOR**

**ARGEEMENT**

**COMPANY INFORMATION**

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

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

FEIN # \_\_\_\_\_ or SS# \_\_\_\_\_ (which ever applies)

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ (if different from company information)

E mail: \_\_\_\_\_ (if different from company information)

Mailing address: \_\_\_\_\_ (if different from company information)

Company Owner or Operating Manager Name: \_\_\_\_\_ (if different)

Company Owner Phone and or E mail: \_\_\_\_\_ (if different)

**Initial** \_\_\_\_\_

**BOOTH RATES AND OPTIONS:** (Payable by: cash, check or money order)

"Width and Depth (inside and outside booths) outside booths shall include trailer length, trailer tongue and tailgate. A layout line drawing and a layout photo are both required as part of the Vendor/Exhibitor Agreement submission.

10' x 10' \$300 \$ \_\_\_\_\_

10' x 20' \$500 \$ \_\_\_\_\_

10' x 30' \$600 \$ \_\_\_\_\_

10' x 40' \$700 \$ \_\_\_\_\_

20' x 20' \$700 \$ \_\_\_\_\_

20' x 30' \$750 \$ \_\_\_\_\_

20' x 40' \$800 \$ \_\_\_\_\_

20' x 50' \$850 \$ \_\_\_\_\_

20' x 60' \$900 \$ \_\_\_\_\_

20' x 80' \$1,100 \$ \_\_\_\_\_

20' X 100' \$1,200 \$ \_\_\_\_\_

DEMO RIGS: 100' X 30' \$1,300 \$ \_\_\_\_\_ (ask about special rates for Corporate Sponsors)

Any retail spot includes one (1) table and two (2) chairs (Refer to page 3 for pricing)

Sponsorship Program: \_\_\_\_\_ (per the attached form)

Total amount due : \_\_\_\_\_ ( checks, money orders and cashier's accepted)

Made payable to:

**NABSTMC**

**2018 National Convention**

**P.O. Box 221084**

**El Paso, TX 79912**

Vendors/Exhibitors who register after June 1, 2018 will be charged \$50.00 in addition to any of the above vendor booth rates. Vendor fees are due and payable at submission of Vendor/Exhibitor Registration Forms. Absolute deadline: must be postmarked by June 1, 2018. Any vendor fees paid after June 15, 2018 shall be in the form of a money order and/or cashier's check.

Provide a FULL and DETAILED list of your products/services that you wish to sell. If you need more room to list your products and or services you may list them on an additional sheet of paper and attach the list to this application. (Please be advised that the NABSTMC reserves the right to limit what you sell either by individual products approval and/or restrict what you send to the list that you have provided.) Please note that this is in the spirit of assisting Vendors/Exhibitors to achieve financial prosperity.

List of products to be sold:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initial. \_\_\_\_\_

## AGREEMENT

This Vendor/Exhibitor Application - Agreement properly completed and executed by said Vendor/Exhibitor and upon acceptance by the N.A.B.S.T.M.C. National Convention Committee shall constitute a valid and binding contract between both parties. At its sole discretion, the N.A.B.S.T.M.C. shall establish reasonable Event rules and regulations as the N.A.B.S.T.M.C. deems necessary. In the interest of overall general success of this Event, Vendor/Exhibitor shall be bound by all conditions, rules and regulations as stated herein or otherwise stated by N.A.B.S.T.M.C.

### Outside Vendors:

1. Please indicate your trailer measurements to include front tip of hitch as well as overall length to include tailgate down if needed. *(Include space needed for service work as well as display space)* \_\_\_\_\_

2. Please indicate overall width of both trailer and display. Be sure to include any slide outs, canopies and or curtains  
\_\_\_\_\_

3. All outside vendors needing electricity will fill out the attached Electrical Service Form. Pricing is as per the form.

4. All outside vendors shall anchor their tents and or canopies without penetrating into the hotel asphalt parking lots. The facility prefers that you anchor your canopies with water barrels. No screws and no mechanical anchoring devices shall be permitted.

5. All outside vendors shall maintain a minimum of 5 feet between front and back of each vendor and a fourteen foot frontal aisle space for emergency vehicles. No displays may be set up within the fourteen foot front aisle.

6. Fire Department requirements: No smoking signs to be visibly posted. A minimum five pound fire extinguisher with metal controls and has current certification within the past twelve months. Any canopies or tents greater than a ten foot by ten foot portable canopy must have a visible tag / sticker stating that it is fire retardant or fire proof by the canopy or tent manufacture.

7. Installation services: All motorcycles, trikes and motorcycle tow behind trailers MUST be kept within purchased booth space during installation services. Fire Marshal regulations permit ONLY moving vehicles in the aisle ways. No motorcycles, trikes or tow behind trailers are permitted to be parked outside of Vendor/ Exhibitor booth space. Should additional space be needed, you must contact the Vendor Manager to secure additional booth space. There shall be no staging or prepping of motorcycles within the aisle ways. Per Fire Marshal regulations, we cannot allow any on-going service work nor any completed motorcycles, trikes or tow behind trailers parked in the aisle ways.

### Inside Vendors:

1. How many tables \_\_\_\_\_ chairs \_\_\_\_\_ ? You may use your own, however, if you decide to have the hotel facility provide you with tables and chairs, the charges are as follows:

\$100.00 for the first table, two chairs and waste basket. \$20.00 for each additional table. All rented tables are six foot long. *(Pricing has been set by the hotel)*

Initials\_\_\_\_\_

**General Terms and Conditions:** Noncompliance will result in a cancelation of your space and or reservation and forfeiture of any monies paid and may result in the possibility of individual penalties by either city, county, state, federal government, the Sheraton Grande Phoenix Hotel and or N.A.B.S.T.M.C.

**Tax, License and Permits:** It is each Vendor/Exhibitor responsibility to collect and pay sales tax to the State of Arizona. If you are a business operating and or located out of the State of Arizona then please refer to the attached Temporary Sales Tax and Use form provided by the State of Arizona. Please be advised that a list of all Vendor/ Exhibitor names, addresses, phone numbers and FEIN numbers shall be provided to the State of Arizona. Any cash money collected shall be reported for Sales Tax purposes to the State of Arizona and filed as per the State of Arizona requirements.

Sales and any other taxes, licenses and permits are the sole responsibility of the Vendor/Exhibitor. Vendor/ Exhibitor shall obtain any license or permits as may be required by any public authority for the sale or display of any products and or services.

**Miscellaneous Fees:**

A fee of \$200 per day may be assessed due to the following: Vendor/Exhibitor chooses to close their booth earlier than the assigned Event closure date; Vendor/Exhibitor chooses to close their booth earlier than the assigned hours of operation; Vendor/Exhibitor chooses to open their booth later than assigned hours of operation. Any unforeseen emergencies must be brought to the attention of NABSTMC Vendor Staffs attention immediately.

All fees are totally non-refundable. At their sole discretion, the N.A.B.S.T.M.C. may opt to allow a credit (the amount to be determined) of any fees a Vendor/Exhibitor may request based on legitimate issues. With the approval of the N.A.B.S.T.M.C., the credit may be used towards the next year's National Convention.

**Sale of the Official N.A.B.S.T.M.C. National Conference Shirts:**

The official N.A.B.S.T.M.C. National Conference Shirts are proprietary, and as such the sale of the official conference shirt will only be conducted by the Phoenix Chapter. No other vendor will be allowed to sell the shirts or any shirt that will display NABSTMC National Conference or meeting Phoenix, Arizona. Violators will be subject to court action.

**Code of Conduct:**

1. Both inside and outside vendors/exhibitors shall leave their respective display space as clean as when they set up. Disposal of any trash, cardboard and debris shall be placed within the property owners approved trash receptacles. Non-compliance could result in an assessment of up to \$200.00.
2. Vendors, exhibitors, staff and guests will not self, use nor distribute any drugs, (illegal or prescription for unintended use) or firearms or weapons of any kind.
3. Vendors, exhibitors, staff and guests shall conduct and represent themselves in a professional and courteous manner at all times. Any issues are to be brought to the attention of the Buffalo Soldier staff immediately.
4. Vendor/Exhibitors shall maintain appropriate staff/personnel at their booth at all times during published event hours.
5. Any insufficient funds presented to the N.A.B.S.T.M.C. shall require full reimbursement of any bank charges. There will be no further acceptance of either a personal or business check for payment. Only Money Order or cashier's check for any additional payments will be accepted.

Initials\_\_\_\_\_

## **Liability, Insurance and Indemnification**

Vendor/Exhibitor acknowledges that it is an independent contractor and not an agent, servant, employee, co-volunteer nor a representative of the N.A.B.S.T.M.C. Neither of the parties are authorized to contract any debt, liability or obligation for or on behalf of the other party.

Vendor/Exhibitor accepts full responsibility for all liability or damages to persons or property arising out of Vendor's/Exhibitor's use and occupation of the Event location including, but without limitation to, the sale and promotion of Vendor's/Exhibitor's products and or services. Sheraton Grande Phoenix Hotel and or N.A.B.S.T.M.C. does not assume any responsibility of any damages that occur to Vendor/Exhibitor, it's employees, agents, customers, licensees or the property of any such persons by reason of such use, occupancy or sales.

Prior to June 1, 2018, Vendor/Exhibitor shall tender to the N.A.B.S.T.M.C. a certificate of insurance evidencing existence of Vendor/Exhibitor worker's compensation and comprehensive general liability insurance policy which shall include contractual liability, products, completed operations coverage and independent contractors and bodily injury and property damage coverage. Such policy shall cover the Vendor's/ Exhibitor's authorized period of time use. Such policy shall name the Sheraton Grande Phoenix Hotel and the N.A.B.S.T.M.C. as additional insured regarding any damages which may be sustained as a consequence of Vendor's/Exhibitor's use and occupancy of the Event location with minimum limits of not less than \$1,000,000 of each occupancy for bodily injury and property damage liability and \$1,000,000 aggregate. The insurance policy and certificate naming Sheraton Grande Phoenix Hotel and N.A.B.S.T.M.C. as additional insured shall contain a thirty day notice of cancellation clause for the benefit of Sheraton Grande Phoenix Hotel and the N.A.B.S.T.M.C. Vendor/Exhibitor accepts FULL responsibility for any fraudulent Insurance policies and or certificates.

Vendor/Exhibitor further agrees to indemnify and hold harmless Sheraton Grande Phoenix Hotel, N.A.B.S.T.M.C. respective owners, officers, employees, agents and directors from any and all damages or claims in excess of or not covered by the Vendor/Exhibitor Insurance required under the terms of this Agreement of which are caused directly or indirectly by the use of occupancy of the event location by Vendor/ Exhibitor and or by the sake or promotion of Vendor's/Exhibitor's products or services. Including without limitation, injuries or damages to persons or properties sustained by the public, Vendor's/Exhibitor's employees or agents. Vendor/Exhibitor further agrees to defend any and all such damages or claims with Counsel acceptable to the N.A.B.S.T.M.C.

Assignment of use and space:

N.A.B.S.T.M.C. reserves the right to unconditionally assign Vendor/Exhibitor display space. At the discretion of the N.A.B.S.T.M.C. size and location of display and service space are subject to change at the sole discretion of the N.A.B.S.T.M.C.

There shall be no sub-leasing to other Vendors/Exhibitors. All sales transactions must be tracked/recorded by the same cash register, credit card machine, invoicing and or sales books and records. N.A.B.S.T.M.C. reserves the right to examine such records at any time for verification purposes only. A representative of a product line carried by the Vendor/Exhibitor is permitted to be of support and in the booth at any time.

N.A.B.S.T.M.C. reserves the right to refuse any Vendor/Exhibitor not in compliance with the quality, safety and theme of the event and or may be deemed unsuitable or objectionable merchandise, displays, noise, conduct or anything found objectionable by the NABSTMC.

Vendor/Exhibitor shall not sell products or display marketing signage outside of the assigned Vendor area. Vendor/Exhibitor shall only sell new products.

N.A.B.S.T.M.C. has the right to restrict or prohibit the installation or sale of certain products or installation services found to not represent the quality or safety of both the consumer, customer and N.A.B.S.T.M.C., its affiliates and membership.

Initials\_\_\_\_\_

In the event a Vendor/Exhibitor has not checked in and set up prior to the morning the event opens for business, N.A.B.S.T.M.C. shall consider the contract as in violation to be terminated unless there has been written permission twenty four hours prior to opening date. If terminated, the N.A.B.S.T.M.C. has the right to execute a new contract to any other party it deems as qualified to take the space at issue under a new contract.

Vendor/Exhibitor agrees to be fully responsible for the payment of any damage charges assessed by the facility owner, N.A.B.S.T.M.C. and/or another Vendor/Exhibitor for any damages caused by the failure to observe the rules and regulations as prescribed herein for exhibit construction and operation of the exhibit.

**Security:**

N.A.B.S.T.M.C. will exercise all reasonable diligence to protect property of Vendor/Exhibitor, but N.A.B.S.T.M.C. will not be responsible for articles lost by fire, theft or mysterious disappearance. Only attendees of the event that are wearing an arm band recognized by the N.A.B.S.T.M.C. shall be permitted to engage in sales or installation or demonstration services by the Vendor/Exhibitor.

Removal of questionable persons; N.A.B.S.T.M.C. reserves the right to stop or remove from the event any person or persons, including Vendor/Exhibitor personnel, who are in violation of the terms and conditions of this event, or for the performance of any act or practice which in the opinion of the N.A.B.S.T.M.C. is detrimental to the event Any expelled vendor/exhibitor shall not be entitled to any proration or refund of monies paid.

No "one percent (1%) motorcycle clubs or one percent (1%) members past or present shall be permitted on the event property at any time during the event. Vendors/Exhibitors may not have any sales or installation employees on the event property during the event that represent or are a past or present member of a "one percent motorcycle club.

Children under the age of 16 must be accompanied by an adult at all times while on the event property.

There shall be No Smoking in either the inside or outside vendor areas at any time including move-in, open hours of the event and move-out.

**National Convention cancellation:**

Should acts of God, strikes, work stoppage, or any other cause not within the control of the N.A.B.S.T.M.C. make it impossible for the event to be held or the particular exhibit area to be occupied by the Vendor/ Exhibitor, then, its officers and employees are jointly released from any and all claims of which may arise in consequence thereof. N.A.B.S.T.M.C. shall determine and refund to Vendor/Exhibitor his/her proportionate share of applicable payments of exhibit space received at that time. In no event shall N.A.B.S.T.M.C. be responsible for loss of profits, business sales or any other damage to Vendor/Exhibitor through cancellation *for* such causes.

**Alteration of this Agreement:**

It is mutually agreed that no amendments or alterations of this Agreement shall be made unless in writing and signed by both NABSTMC and the Vendor/Exhibitor.

**Power to Interpret and enforcement:**

The NABSTMC shall have the full power of interpretation and enforcement of all terms and conditions as contained herein and such further rules and regulations as it shall consider necessary for the proper conduct and safety of the event.

**Attorney's fees:**

If any proceeding or action shall be brought to recover any amount due under this agreement or for or on account of any breach of or to enforce or interpret any terms or conditions of this agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorney's fees, the amount of which shall be affixed by the Court and shall be made a part of any judgment rendered.

Initials\_\_\_\_\_

**Issues not covered herein:**

The parties mutually agree that in the event that any dispute, question or problem that arises during move-in, time of event and move-out of which would not specifically pertain to any issues set forth with in this agreement either the Event Vendor Manager or the N.A.B.S.T.M.C. President shall rule upon any such matters or issues. Any such rulings when made, shall be binding to both parties, the Vendor/Exhibitors and the N.A.B.S.T.M.C. and their affiliates.

\*\*\*MAIL SIGNED CONTRACTS/AGREEMENTS AND PAYMENTS TO:

**NABSTMC**  
**2018 National Convention**  
**P.O. Box 221084**  
**El Paso, TX 79912**

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I have read and clearly understand all terms, conditions and statements as presented in all attached documents.

Vendor/Exhibitor Authorized Representative

_____	_____
Printed Name.	Signature
_____	_____
Title	Date

**N.A.B.S.T.M.C. NATIONAL CONVENTION**

Vendor/Exhibitor Insurance, Liability Release Agreement

I, \_\_\_\_\_, hereby release N.A.B.S.T.M.C., National Buffalo Soldiers and Troopers Motorcycle Club (PROMOTER) from any responsibility for personal liability, claims, losses, injury, damages, or loss of life arising out of my participation in the N.A.B.S.T.M.C. National Convention in Phoenix Arizona-August 2018.

The N.A.B.S.T.M.C. and its affiliates shall not be held responsible for any bodily injury, property damages or losses sustained by its participants and/or its guests. Further, understand that I may store my goods and equipment at my own risk and do so release NABSTMC and its affiliates from any theft, vandalism or acts of God.

By signing this document, the Vendor/Exhibitor Insurance/Liability Release Agreement, the Vendor/Exhibitor/Applicant agrees to follow all policies and procedures outlined in the attached documents as provided by the N.A.B.S.T.M.C. and all of its affiliates.

I have read and clearly understand and agree to all statements above on this day of

\_\_\_\_\_, 2018.

**Vendor/Exhibitor**

_____	_____	_____	_____
Print Name	Title	Signature	Date

List names of all personnel assigned to the vendor site, who also agree to the release.

_____	_____	_____
PrintName	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date