

UNITED STATES SUBMARINE VETERANS, INC.
 2021 USSVI NATIONAL CONVENTION
 VENDOR AGREEMENT FORM



Rosen Shingle Creek,
 9939 Universal Blvd.
 Orlando, Fl. 32819
 (866-996-6338)
<http://www.rosenshinglecreek.com/>



This agreement is made between the United States Submarine Veterans, Inc. and:

Company: _____

Contact Name: _____

Complete Mailing
 Address: _____

Email Address: _____

Phone: _____ Cell
 Phone: _____

In this Vendor Agreement, the party supplying the initial setup facilities is the "United States Submarine Veterans, Inc." to be referred to "USSVI" and the party who is requesting these facilities is the company listed above to be referred to as "Vendor". In addition, "Rosen Shingle Creek" shall be referred to as "RSC".

The Vendor is requesting USSVI provide facilities in Panzacola Room F3/F4 for the setup and sale of Vendor merchandise during the USSVI National Convention on the dates listed below. Panzacola Room F3/F4 may be referred to as the "Vendor Area".

Therefore, the parties agree as follows:

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

| | | | |
|--|-------------|-------------|--------------------|
| Sunday | August 29 | 1200 – 1700 | Vendor Setup* |
| Monday | August 30 | 1200 – 1700 | Sales / Networking |
| Tuesday | August 31 | 0900 – 1700 | Sales / Networking |
| Wednesday | September 1 | 0900 – 1700 | Sales / Networking |
| Thursday | September 2 | 0900 – 1700 | Sales / Networking |
| Friday | September 3 | 0900 – 1700 | Sales / Networking |
| Saturday | September 4 | 0900 – 1400 | Sales / Networking |
| | | 1400 – 1700 | Vendor Breakdown |
| No changes to these times are anticipated. | | | |

*Note: If the Vendor cannot be setup by 1700, Sunday, August 29, 2021, or cannot conduct business during the times listed, please notify the USSVI National Convention Chairman. Depending on circumstances, i.e. illness, family emergencies, travel problems, etc. a portion of the convention costs may be refunded.

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2. INITIAL SETUP: Vendor will be charged \$125.00 for the initial set up in the Vendor Area, which will consist of:
- One 30" X 72" table (skirted)
 - Two chairs
 - One wastebasket
 - One business card size ad in the 2021 USSVI National Convention Magazine
3. ADDITIONAL FACILITIES/SERVICES: In addition to the initial setup provided, the Vendor can also select the following additional facilities/services using the table in paragraph 25:
- Additional skirted tables (\$30.00 ea.)
 - Additional chairs (\$10.00 ea.)
 - Electrical service - consists of an extension cord to the back of the booth. The vendor is responsible for supplying any additional items as power strips, extension cords to reach the front of the booth, etc. Advance fees (listed in paragraph 25) include a 25% service fee are good until 8/1/2021.
 - WIFI service consists of 1-5 wireless connections capped at a maximum speed of 3 Mbps. Pre-order fee (listed in paragraph 25) is good until 8/13/2021.

Submit (in writing) any special requests for facilities/services not listed in paragraph 2 and 3 to the USSVI National Convention Chairman. USSVI and RSC will do its best to accommodate you. The Vendor is responsible for any charges resulting from the special request. File the special request with the original Vendor Agreement

4. FEES, PAYMENTS, LATE FEES & DEADLINES: Lump sum payment for facilities / services, as calculated in paragraph 25, must be submitted with the completed Vendor Agreement.

The deadline for submitting and/or changing Vendor Agreements is 7/1/2021. A late fee of \$60.00 (double the additional table fee) will be charged for Vendor Agreements submitted or Vendor Agreement changes requested after 5/21/2021. Requests for facilities/services after 7/1/2020 are subject to the availability of equipment and staff.

5. EXPENSE REIMBURSEMENT: The Vendor shall pay all "Out of Pocket" expenses and shall not be entitled to any reimbursement from USSVI.
6. SECURITY: Each Vendor is responsible for the security of their merchandise in the Vendor Area. Although Vendor Area will be locked after hours, USSVI and RSC are not 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 keep their items within their designated space in the Vendor Area and not in the adjacent Hospitality Room.

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8. **ADVANCE SHIPMENTS:** RSC provides free storage space for Vendor shipments for up to 5 days prior to the start of the convention and charges \$5.00 per day for over 5 days. Vendors shipping materials in advance of the convention should clearly mark the outside of each part of the shipment with the Vendors name and USSVI National Convention. Mail/ship your material to:

Rosen Shingle Creek
9939 Universal Blvd
Orlando, FL 32819
Hold for USSVI Exhibit Hall (Panzacola Room F3/F4)
Attn: Director of Event Management

When checking into the hotel, the Vendor should inform RSC staff there is a shipment in storage and the delivery location for the shipment. The Vendor is responsible for any storage costs.

USSVI shall incur no liability for any damage to or loss of your shipment in transit to RSC. Any such issue is a matter between the Vendor and the shipper.

9. **SIGNS AND DISPLAYS:** Signs displayed on RSC property must be of professional quality and appearance and be in keeping with the general environment of RSC and the following:
- No hand lettered signs
 - Signs do not interfere with established traffic flow in public areas
 - Tape, string, or Command Strip products cannot be used to affix signs to RSC walls or other structures.

The National Convention Chairman and RSC shall approve all requests for hanging or affixing banners/signs to the RSC structure. RSC staff must physically hang/remove the banner/sign. The Vendor is responsible for all charges associated with hanging/removing the banner/sign.

10. **FLAMMABLE MATERIALS:** Only nonflammable materials will be used at RSC to comply with Orlando, FL fire regulations. RSC will immediately remove all non-conforming material at the Vendor's expense.

RSC Convention Services Manager shall approve use of engines, motors or any kind of equipment using non-conforming or flammable material.

11. **SPECIAL NOTICES:** No nails or bracing wires used in erecting displays may be attached to any RSC structure. All RSC property destroyed or damaged by a Vendor must be replaced to its original condition by the Vendor or at the Vendor's expense.

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12. **VENDOR LOSS AND DAMAGE HOLD HARMLESS AGREEMENT:** It is agreed to and understood that USSVI indemnifies and unconditionally hold RSC 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 Vendor Agreement, incurred or suffered by (1) the Indemnified Parties; (2) USSVI (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 or damage arises out of intentional or negligent acts or omissions of USSVI, its employees, agents, and/or its Vendors or independent contractors.
13. **INSURANCE:** Any insurance on an exhibit and/or the contents of the exhibit is the responsibility of the Vendor.
14. **TERMINATION:** This Agreement shall terminate automatically at 1800, Saturday, September 4, 2021.
15. **RELATIONSHIP OF PARTIES:** It is understood by the parties that the Vendor is an independent contractor with respect to USSVI and is not an employee of the USSVI.
16. **EMPLOYEES:** The provisions of this Vendor Agreement also bind all Vendor employees.
17. **INDEMNIFICATION:** The Vendor agrees to indemnify and hold USSVI harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the USSVI that result from the acts or omissions of the Vendor, any Vendor employees, and the Vendor's agents.
18. **ASSIGNMENT:** The Vendor's obligations under this Vendor Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of USSVI.
19. **ENTIRE AGREEMENT:** This Vendor Agreement contains the complete agreement between both the parties. There are no other promises or conditions in any other agreement whether written or oral. This Vendor Agreement supersedes any prior written or oral agreements between the parties.
20. **AMENDMENT:** Any modifications or amendments to this Vendor Agreement must be made in writing and signed by both parties. Retain the original change request with the original Vendor Agreement. Copies of the change request may be made as needed. The Vendor is responsible for any fees/charges associated with the changes. All fee/charges must be paid in full prior to the changes being implemented.
21. **SEVERABILITY:** If any provision of this Vendor 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.

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22. **WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this Vendor 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 Vendor Agreement.
23. **RIGHTS:** USSVI, at its sole discretion, reserves for itself the following:
- The right to accept or reject all requests for Vendor facilities/services
 - The right to otherwise permit or limit the solicitation of business
 - The right to permit/limit interviewing attendees during the convention.
24. **APPLICABLE LAW:** The laws of the State of Florida, Orange County and Orlando, Florida shall govern this Vendor Agreement. The Vendor is responsible for obtaining any permits/licenses necessary to operate in the State of Florida.
25. **VENDOR COSTS:** Fill out the following table to compute Vendor costs:

| | Quantity | Price | Total |
|---|----------|------------|----------|
| Initial Setup | 1 | \$125.00 | \$125.00 |
| Additional Table(s) (ea.) | | \$30.00 | |
| Additional Chair(s) (ea.) | | \$10.00 | |
| Electricity | 5 amp | \$156.00 | |
| | 10 amp | \$231.25 | |
| | 15 amp | \$268.75 | |
| WIFI | | \$750.00 | |
| Late Fee (requests after 7/1/2021) | | \$60.00 | |
| | | Total Cost | |
| Make checks or money orders out to: 2021 USSVI National Convention | | | |

26. **CONVENTION MAGAZINE AD:** A business card size ad in the USSVI National Convention Magazine is included in the cost of the Initial Setup. Please include your Business Card with the completed Vendor Agreement. Do not staple.

Business Card Enclosed (Circle One) Yes / No

Placement of the ad in the magazine is up to the magazine editor. If a business card is not included with the Vendor Agreement or received by the magazine deadline, 6/1/2021, Vendor will forfeit the ad. No funds will be returned.

To increase the size of the ad beyond business card size, fill out and submit a Magazine Ad Order Form.

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27. VENDOR APPROVAL: Enter the information below and sign and date:

| | | |
|--|-----------------|--|
| I understand and agree with this Vendor Agreement. | | |
| Company Name | | |
| Authorized Company Representative | Print Name | |
| | Signature /Date | |

Submit the completed Vendor Agreement Form, payment (check/money order), and your business card to:

2021 USSVI National Convention
 PO Box 679360
 Orlando, FL 32867-9360

28. USSVI NATIONAL CONVENTION CHAIRMAN APPROVAL: Upon receipt, the Convention Chairman will sign and date:

| | | |
|--|----------------|--|
| I understand and agree with this Vendor Agreement. | | |
| USSVI National Convention Chairman | Print Name | |
| | Signature/Date | |

USSVI will:

- Retain the original signed Vendor Agreement Form, including the original of any approved changes
- Provide the Vendor with a copy of the signed Vendor Agreement Form, including any approved changes
- Work with the Vendor in the facilitation of the Vendor Agreement