Vandal Gaming Convention Vendor Agreement

This Agreement is entered into between the Vandal Gaming Convention of the University of Idaho, herein "EVENT", and participating vendor, herein "VENDOR", with Palouse Comic Con Agent Jake Mackessy, herein "Event Director." The EVENT, a gathering designed for gaming enthusiasts, professionals, and vendors, imposes terms and conditions on VENDOR through their participation as a vendor. By engaging as a vendor, the VENDOR implicitly agrees to comply with the terms outlined herein. The EVENT, along with the guidance of the Event Director, oversees the planning and execution of the convention. This Agreement delineates the respective obligations, responsibilities, and expectations between the EVENT, Event Director, and the VENDOR in the collaborative realization of the convention.

THE PARTIES AGREE AS FOLLOWS:

1. EXHIBITION SPACE:

a. EVENT rents to VENDOR an 8’x5’ foot space at the EVENT during the date of **February 27, 2027**, inclusive, for the purpose of exhibiting products and/or services as described herein. VENDOR agrees to pay EVENT the “Vendor Booth Fee” as listed on the website for the exhibition space, payable at the execution of the agreement.

b. If the balance is not paid in full by that date the space will be made available for additional vendors.

1. SAFETY:

a. VENDOR will ensure that all structures erected will be substantial in structure and neat in appearance.

b. VENDOR further agrees to comply with all laws and regulations set forth and enacted pursuant to Title 41, Chapter 2 of the State Fire Code, and to comply with all reasonable orders of said City and State Fire Marshalls.

c. Any awnings or tents are to only be used outdoors and must be of fire-retardant material. An obstruction or obstacle that is deemed by EVENT to represent a hazard must be immediately corrected.

d. All electrical, water, or other cords and hoses must be covered so as not to present a danger to patrons.

1. LICENSES:

a. If VENDOR is approved to hand out edible samples, VENDOR agrees to obtain any licensure or to submit to inspections by any authorized representatives of the North Central Health District, and to comply with all federal, State of Idaho, Health District, Idaho Department of Health and Welfare, EVENT and City statutes, ordinances, rules, regulations, and policies.

1. POWER AND FUEL:

a. Any request for power hook-up must be accompanied by a detailed listing of utility needs.

b. EVENT reserves the right to limit power hook-ups based on the capacity of the existing facilities, the need for power elsewhere on the property and access to electrical boxes.

c. All power cords and plug connectors shall be of the grounding type. They will be continuous, without splices or taps between boxes or fitting. Power cords from electrical sources shall be rubber, neoprene or equivalent. Cord connectors shall not be laid on the ground.

d. Where accessible to the public, cords shall be covered with nonconductive material (this would include mats) that is arranged to prevent a tripping Hazard.

1. EXHIBITION HOURS:

a. All exhibits must be in place on or before **10:00 A.M.** the day of the Event.

b. VENDOR may move into the exhibition space on Friday, February 26, 2027, from **2:00 P.M. to 10:00 P.M.**, and on Saturday, February 27, 2027, from **8:00 A.M. to 10:00 A.M.**

c. No exhibits may be dismantled or moved prior to **8:00 P.M.** the closing day of the Event.

d. During the Event, booth personnel must remain within the bounds of the leased space, except for entrance and exit. Booths are expected to be open during the published open hours of the Event, which are **February 27, 2027, from 10:00 A.M. to 8:00 P.M.**

1. SECURITY:

a. EVENT will make reasonable accommodation to protect said exhibits, including increased campus security patrols, as well as alerting the local police to the event.

b. EVENT will assume no responsibility for damaged or lost articles or exhibits.

c. VENDOR assumes responsibility for exhibits during event hours.

1. SOUND AMPLIFICATION:

a. Use of Public Address Systems and other sound amplification will not be permitted except by special arrangement and approval of the Event Director.

1. PRODUCT LIST:

a. VENDOR agrees to furnish a proposed list of products and/or services to be exhibited with the signed copy of this agreement, which list, upon approval by EVENT, shall be incorporated herein and become a part of this Agreement.

b. EVENT reserves the right to approve or deny any or all items and shall notify VENDOR within (10) ten business days of receipt of said list of said approval or denial.

c. VENDOR agrees that any item not approved for exhibition in said list shall not be exhibited.

d. Any subsequent addition to the approved list must be approved in writing by the Event Director prior to the Event.

1. ASSIGNMENT OF CONTRACT:

a. This Agreement, or any part thereof, cannot be assigned or otherwise disposed of without the express written approval of EVENT.

b. Sub-letting of any part of space herein granted is not permissible.

c. Booth sharing is permitted with preapproval from EVENT.

1. REFUSE DISPOSAL:

a. VENDOR agrees to always keep the exhibition space clean and attractive and to return it to EVENT in a good and clean condition.

b. VENDOR is required to dispose of garbage by storing it in tightly covered containers until taken to an appropriate dumpster by VENDOR.

c. CARDBOARD BOXES MUST BE BROKEN DOWN AND TAKEN TO CARDBOARD DUMPSTER BY VENDOR.

1. INDEMNIFICATION:

a. VENDOR shall defend, indemnify, and hold EVENT, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of VENDOR, its officers, agents or employees. If EVENT is alleged to be liable on account of any activities, acts, or omissions of VENDOR, its officers, agents or employees, then VENDOR shall defend such allegations through counsel chosen by EVENT, and VENDOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

1. Marketing Usage Authorization:

a. The VENDOR hereby grants the EVENT the non-exclusive right to use the VENDOR's name, business, products, likeness, and marketing materials for promotional purposes directly related to the marketing efforts of the EVENT. This includes, but is not limited to, the promotion of the convention, both online and offline, in marketing collateral, social media, and any other promotional channels.

b. The purpose of such usage is to increase the customer base and visibility of the convention. The EVENT agrees to use the provided materials in a manner consistent with the VENDOR's brand integrity.

c. This authorization remains in effect for the duration of the agreement and may be extended by mutual written consent of both parties.

1. TERMINATION:

a. This Agreement may be terminated immediately by EVENT for breach of this Agreement by VENDOR.

b. Either party may terminate this Agreement by providing thirty (30) days prior written notice of termination to the other party.

c. If the Agreement is terminated by EVENT due to breach, VENDOR will forfeit any monies paid and will remain fully liable for all other amounts otherwise due under this Agreement.

d. If Agreement is terminated by VENDOR within thirty (30) days of the event, VENDOR is required to pay all space fees and no refunds shall be allowed.

1. PRIORITY FOR RENEWAL:

a. Provided that VENDOR satisfactorily performs its obligations under this agreement, EVENT agrees to grant VENDOR first priority in leasing the same exhibition space during the next Event.

1. CHOICE OF LAW:

a. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

1. SEVERABILITY:

a. In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

1. SURVIVAL:

a. All covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

1. MODIFICATIONS:

a. This Agreement may be modified or amended by the EVENT at any time.

1. PERFORMANCE/WAIVER:

a. The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

1. FORCE MAJEURE:

a. Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party’s control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil

disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

1. SUCCESSORS AND ASSIGNS:

a. This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

1. THIRD PARTY BENEFICIARIES:

a. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

1. ATTORNEY FEES:

a. In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.

1. PUBLIC RECORDS:

a. The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, et seq., the Idaho Open Meetings Act, I.C. §§ 74-201, et seq., and other applicable federal and state laws and might be public records.

1. MERGER AND INTEGRATION:

a. This writing embodies the whole agreement of the Parties.

b. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.

c. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.