

VENDOR RULES AND REGULATIONS

I. Contract Parameters

This contract is being made subject to the following rules and regulations.

II. Space Assignment

The space as stated in this contract is to be used during the rally for the vendor named in this contract. NAARVA reserves the right to alter a vendor space request, if necessary.

III. Space Restrictions

The assigned space, nor any portion of it, can be reassigned or sublet without written permission from the NAARVA Rally Vendor Liaison Coordinator.

IV. Space Use

- a. The space is to be used solely for the display of merchandise, service(s), and products stipulated in this contract.
- b. Advertisement from this space is restricted to the company/ business or individual and the product(s) that is specified in this signed contract.
- c. Advertising for any other product(s), or companies in any form, is prohibited.
- d. The use of vending space solely for storage is prohibited.

V. Display Restrictions

- a. The NAARVA Rally Vendor Liaison Coordinator in conjunction with the

NAARVA – Central Region Director reserves the right to restrict or remove any objectionable exhibit(s), which is determined by them to distract from the overall quality and purpose of the rally. In the case of any eviction or the placement of any limitations on vending activities NAARVA shall not be held liable for any refunds to the vendors.

b. Booth display material may not exceed 8 feet in height. Booth partitions may be no higher than 3 feet. All booth fronts, backs, and sides must be covered. No covers will be allowed that pose a hazard to visitors. Any booth consisting of any canopies must be constructed in such a way as to allow an unobstructed view of neighboring booths.

c. The Rally Vendor Liaison Coordinator may request changes in a vendor's display if it poses a problem for an adjoining exhibitor, for example, obstructs view of the booth.

d. No pets will be allowed in the vendor buildings or in the coach display areas, except where permitted by law.

VI. Attachments and Fixtures

a. Nothing shall be attached to any pillars, walls, or tent walls, doors, floors or fixtures, except by permission of the Rally Vendor Liaison Coordinator or the Facility's Manager. If the premises are defaced or damaged by any act of negligence by any vendor, its agents or guests, the vendor will be held solely responsible and will supply to NAARVA such a sum as shall be deemed necessary for complete restoration to previous condition.

b. All necessary gas, steam, water or drainage outlets and services required by

vendor shall be installed only by personnel hired or approved by the facility manager and at the vendors' expense.

VII. Limitations and Liability

a. The vendor agrees to indemnify and hold harmless the Rally Vendor Liaison Coordinator, NAARVA, Amana Colonies RV Park & Event Center and the Rally Chairpersons from any and all claims, demands, cause of action, suits or judgments (including reasonable attorneys fees, costs and expenses incurred in connection with any legal action), for death or injuries to persons or loss of or damage to property arising out of, or in connection with, the use and loss of /or damage to property arising out of or in connection with the use and occupancy of the vendor area or the dismissed vendor and display space or spaces by the vendor, his agents servants. In the event of any claims made or suits filed NAARVA shall give vendor prompt written notice by certified mail to the address stated on the reverse side of this contract, of such claim or suit and vendor shall have the right to defend or settle the same to the extent of his interest there under.

VIII. Liability and Insurance Policy

Each vendor must carry his own insurance on property and must be covered by a comprehensive general liability insurance policy. Providing limits of at least \$500,000 combined bodily injury and property damage per each occurrence. Neither the vendor facility, nor NAARVA, nor any of its service contractors or its facility manager will be responsible for loss or damage to any property while in transport to or from the building or while in the building. Vendors must carry their own insurance through their own source and at their own expense and

must provide proof thereof. Failure by NAARVA to request or review insurance certificates showing proof thereof shall not be deemed to constitute a waiver of NAARVA's rights or vendor's obligation hereunder.

IX. Vendor Space Withdrawals and Reductions

a. Any vendor who cancels, withdraws from the Rally, or reduces/increases the size of his space for any reason, forfeits any monies paid as liquidated damages. NAARVA reserves the right to sell space to another vendor if one is available. If able to sell space to another vendor, they will be a refund payment minus a \$50 (fifty dollar) administrative fee.

X. General Installation and Removal of Vendor.

a. Vendor may enter the display area for setup of their exhibits at 8:00 am on Sunday June 3, 2012. Setup hours are from 8:00 am. until 6:00 p.m.

b. Vendor Booths shall not be removed before completion of Rally except by permission of the Rally Vendor Liaison Coordinator or the Rally Chairperson.

XI. Failure to Occupy

Any vendor who has not occupied assigned space by 6:00 p.m. Sunday, June 3, 2012 should contact the Vendor Liaison Coordinator to indicate expected arrival day or time to ensure the retention of assigned space.

XII. Removal of Vendor

- a. All vendors must remain in their assigned spaces, in tact, until 5:00 p.m. Saturday, June 9, 2012.
- b. All vendors must dismantle and remove their exhibits no later than 12:00 noon Sunday, June 10, 2012. No exceptions.

XIII. Exhibit Hours

The days and hours in which the vendors will be open to NAARVA members and the general public are as follows:

Sunday, June 3 thru Saturday, June 9, 2012.
– 9:00 a.m. until 5:00 p.m.

XIV. Vendor Space Rules, Regulations, and Amendments

- a. The Rally Vendor Liaison Coordinator, Rally Chairperson and the Central Region Director shall have the full power to interpret and/or amend these rules and to make any additional rules and regulations that in their discretion shall be in the best interest of the National Rally.
- b. NAARVA shall not be responsible for any failure to perform any of its obligations hereunder in the event the premises of which the rally is to be held becomes in the sole judgment of NAARVA unfit for occupancy as a result of strikes, lockouts, acts of God, inability to obtain labor or materials, government action or whatever nature, war, civil disturbance, fire, unavoidable casualty or other causes, whether similar or dissimilar, beyond the control of NAARVA, and which cannot be over-come by due diligence. In the event of termination by NAARVA as a result of the aforesaid causes, the vendor expressly waves such liabilities and releases NAARVA from any and all claims for

damages and agrees NAARVA shall have no obligation to vendor except to refund to vendor the fee paid for space less a proportionate share of all expenses incurred by NAARVA for the Rally. It is further expressly agreed and understood that the Rally, its sponsors, the Rally Vendor Liaison Coordinator, Central Region officers, NAARVA, and the Amana Colonies RV Park & Event Center, shall not held responsible for any loss or damage or injury to property belonging to the vendor, his agents, contractors and employees while the said property is in the vendor area, or at any other time or place.

XV. Payment for Vendor Space

Payment in full is required on vendor space. Refunds are made only upon written notice to the rally Vendor Liaison Coordinator within 15 days after date of space assignment confirmation. No refunds for cancellations will be made after May 21, 2012.

XVI. Security Service

Security is provided by NAARVA during setup and dismantling of exhibits and during hours when exhibits are closed. Every reasonable precaution will be taken to protect property. Vendors may obtain prior written permission to use special security from the Amana Colonies RV Park, with a copy of the permission provided to the Rally Vendor Liaison Coordinator.

XVII. Application for Next Year

If available, applications for next year's rally may be obtained from, and turned into, the Rally Vendor Liaison Coordinator, or a designated location.

WARNING:

a. No Alcoholic Beverages can be visible or given to customers at Vendor sites.

Violators will be asked to allow leave the Rally and will not be allowed to participate as a NAARVA vendor for a period of time, which will be determined by the NAARVA Executive Board.

b. All beverages served by food vendors must be served in paper, plastic, Styrofoam containers.