

USSVI 2023 National Convention
PO Box 11122
Tucson, AZ 85734-11122
Chairman: Dennis Ottley
(520) 219-8007



This agreement is made between the USSVI 2023 National Convention and Vendor as follows:

Vendor Company Name _____

Contact 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 2023 Convention” and the party who is requesting these facilities shall be referred to as “Vendor”. In Addition, the hosting facility is the El Conquistador, 10000 North Oracle, Tucson, AZ 85704. The Vendor has requested that the USSVI 2023 Convention provide facilities, specifically an area to be designated and referred to as the “Vendor Area”, within the Hilton El Conquistador for the setup and sale of Vendor merchandise during the USSVI 2023 Convention from:

August 27, 2023, to September 2, 2023. Therefore, the parties agree as follows:

FACILITY SCHEDULE: The Vendor Area will be available:

SUNDAY	Aug 27	1200 - 1800	Vendor setup*
MONDAY	Aug 28	0900 - 1700	Sales/Networking in Vendor Area
TUESDAY	Aug 29	0900 - 1700	Sales/Networking in Vendor Area
WEDNESDAY	Aug 30	0900 - 1700	Sales/Networking in Vendor Area
THURSDAY	Aug 31	0900 - 1700	Sales/Networking in Vendor Area
FRIDAY	Sept 1	0900 - 1430	Sales/Networking in Vendor Area
SATURDAY	Sept 2	0900 - 1400	Sales/Networking in Vendor Area
SATURDAY	Sept 2	1400 - 1700	Vendor breakdown and removal

*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 1700 on Wednesday, 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. Breakdown will be from 1400 – 1700 on Saturday

INITIAL SETUP: Vendor will be charged \$125.00 for the initial table set up in the Vendor Area consisting of:

- | | |
|-------------------------------|---|
| One 30” X 72” table (skirted) | Two chairs |
| One waste basket | One business card size ad in the Convention Program |

For each additional table (skirted) there will be a \$10.00 charge and each additional chair will be a \$5.00 charge. Basic Electricity is available upon request for \$70. WIFI will be provided, in the Vendor Area, at no cost.

ADDITIONAL FACILITIES: Should the Vendor need facilities or services beyond what is provided in the initial setup, 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 2023 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 2023 Convention Chairman, Dennis Ottley (520) 219-8007

FEES, PAYMENTS, LATE FEES & DEADLINES: All fees determined from this agreement shall be payable in a lump sum and submitted with this completed Agreement postmarked no later than **July 1, 2023**. 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 after July 1, 2023. Changes received after July 1, 2023, will be considered on a case-by-case basis.

NO EXPENSE REIMBURSEMENT: The Vendor shall pay all “Out of Pocket” expenses and shall not be entitled to any reimbursement from USSVI 2023 Convention.

SECURITY: The Vendor is responsible for the security of their merchandise in the Vendor Area. Although Vendor Area will be locked after hours, the USSVI 2023 Convention nor the El Conquistador will not be responsible for any loss of or damage to merchandise or monies during the convention.

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.

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 2023 Convention). Upon your arrival at the El Conquistador, simply ask for the package(s) and indicate where you want them delivered in the hotel. The USSVI 2023 Convention and the El Conquistador shall incur no liability for any damage to or loss of packages or advance shipments.

SIGNS AND DISPLAYS: All signage on El Conquistador 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 public areas. No signage will be affixed to walls (this includes 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 2023 Convention Chairman to be passed onto the hotel staff. A \$25 fee will be charged for each banner with additional charges for rigging).

FLAMMABLE MATERIALS: All materials used in the Hotel **MUST** be nonflammable and comply with the Tucson 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 El Conquistador.

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.

VENDOR LOSS AND DAMAGE HOLD HARMLESS AGREEMENT: It is agreed to and understood that the United States Submarine Veterans, Inc. indemnifies and unconditionally holds the El Conquistador 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.

INSURANCE: Vendors who desire to carry insurance on their exhibits must do so at their own expense.

TERMINATION: This Agreement shall terminate automatically at 1700 Saturday September 2, 2023.

RELATIONSHIP OF PARTIES: It is understood by the parties that the Vendor is an independent contractor and not an employee of with respect to the USSVI 2023 Convention.

EMPLOYEES: The provisions of this Agreement will also bind all Vendor employees.

INDEMNIFICATION: The Vendor agrees to indemnify and hold harmless the USSVI 2023 Convention from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against USSVI 2023 Convention that result from the acts or omissions of the Vendor, Vendor employees, if any and the Vendor’s agents.

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 2023 Convention.

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.

AMENDMENT: This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

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.

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.

USSVI RESERVES FOR ITSELF: any and all rights to accept or reject at its 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.

APPLICABLE LAW: The laws of the State of Arizona, Pima County and Oro Valley, AZ shall govern this Agreement Vendor is responsible for obtaining any permits or licenses necessary to operate in the State of Arizona.

CONVENTION PROGRAM AD: Please submit a Business Card with this paperwork to be included as an ad in the Convention program. Do not staple it to anything. Placement of Business Card size ads in the program is at the discretion of the magazine editor. If no card is included and no file sent by the deadline, the program ad will be forfeited, and no funds will be returned.

I plan to use the Business Card size ad included in my fees: **YES NO** (please circle one)

PROGRAM AND WEBISTE ADVERTISING: can be purchased separately. Please inquire for details.

SIGNATURES: Vendor will calculate the total costs, fill in the information below, sign, date and return with full payment

VENDOR SPECIAL REQUESTS:

	COST	QTY	Total
Initial Table	\$125	1	
Additional Tables	\$10		
Additional Chairs	\$5		
Basic Electricity <i>(For circuit no greater than 10 amps)</i>	\$70		
Power Strip <i>(optional)</i>	\$15		
<i>Note: Specific electrical questions should be addressed to: Eric in the PSAV department (520) 544-5000</i>		Total	

VENDOR:

Vendor Company Name: *(please print)* _____

Vendor Representative Name: *(please print)* _____ *Vendor*

Representative Signature: _____

Date Signed: _____

Anticipated Arrival Date & Time: _____

USSVI 2023 CONVENTION:

Convention Chairman Name: *(please print)* _____

Convention Chairman Signature: _____

Date Signed: _____

Upon receipt of this Agreement and payment in full, the USSVI 2023 Convention Chairman will sign and contact the Vendor to confirm participation. Convention staff will then work with each vendor in the facilitation of this Agreement. The original of this Agreement will be kept by the USSVI 2023 Convention and a signed copy will be returned to the Vendor.

For additional Vendor-related information and instructions, visit USSVI 2023 Convention website for updates and latest information: www.ussvicongvention.org/2023 or contact Dennis Ottley: ussvi2023@gmail.com.

Make checks payable to: USSVI 2023 National Convention

Send payment and completed agreement: USSVI 2023 Convention
Attn: Vendor Applications
 PO Box 11122
 Tucson, AZ 85734-11122

Example of Shipping Label: Hilton El Conquistador
 C/O (Your name)
 USSVI 2023 National Convention
 (HOLD FOR ARRIVAL DATE OF)
 10000 Oracle Road
 Tucson, AZ 85704

NOTE: The hotel will assess a fee for receiving, storage, and movement of packages.

To help ensure proper delivery and storage prior to shipping any material please contact:
 Dennis Ottley: ussvi2023@gmail.com