



Vendor Application
2018 AAU Junior Olympic Games
July 25th – August 4th, 2018

This Vendor Contract is made and entered into the _____ day of _____, 20____ between the Des Moines Area Sports Commission and _____ (Vendor).

Whereas, Des Moines Area Sports Commission will host the 2018 AAU Junior Olympic Games beginning Wednesday July 25, 2018 and terminating Saturday August 4, 2018, Whereas, the Des Moines Area Sports Commission has agreed to provide exhibition space during the 2018 AAU Junior Olympic Games for use by such Vendors as Des Moines Area Sports Commission may authorize, Therefore, it is agreed by and between the parties hereto as follows:

1. **Vendor's Space.** Subject to the terms and conditions hereof, Des Moines Area Sports Commission agrees to provide Vendor with exhibition space. Said space shall be 10' by 10'. Des Moines Area Sports Commission agrees to furnish the Vendor's space with one 6' or 8' draped table and two chairs. The location of said space will be assigned by Des Moines Area Sports Commission and Vendor agrees to accept assigned space. Nothing may be shipped by Vendor to set facility, they must bring all needs themselves.
2. **Fees.** Upon execution hereof, Vendor shall pay a fee to Des Moines Area Sports Commission in the amount of \$750 per space. Vendor shall have no rights hereunder until such payment has been made. A late fee of \$50 per 10' by 10' booth space may be applied for contracts and payments postmarked after July 1, 2018. Payment must be sent with contract to guarantee vendor space. If vendor space at Drake University is preferred to include a tent, fee is \$1000.
3. **Refund.** Vendor may cancel Vendor contract by written notice to Des Moines Area Sports Commission received on or before July 1, 2018, and in such event, Vendor shall be entitled to a refund of the fee paid minus a \$50 processing fee.
4. **Check In.** Upon arrival at agreed upon facility, vendor must contact the facility supervisor. This contact will be provided after agreement execution.
5. **Vendor Hours.** Vendors will abide by set event hours of set up and tear down.
6. **Assignment and use by others.** Vendor shall not assign its rights hereunder nor permit any other person, firm or corporation to use any portion of its assigned space without the written consent of Des Moines Area Sports Commission.
7. **Sale of Merchandise.** Vendors will not be permitted to sell any type of apparel or sports equipment. The sale of AAU logo and the Official event logo merchandise is exclusively limited to Fine Designs Imprinted Sportswear. *Please refer to page 4.
8. **Donations.** Vendor shall not receive donations or other voluntary contributions by cash, check, or credit card at its space or elsewhere at the AAU Junior Olympic Games Site.
9. **Vendor Responsibility.** Vendor shall be solely responsible for safeguarding all property of Vendor in its space or at any time located elsewhere at the AAU Junior Olympic Games Site. Vendor waives all claims against the Des Moines Area Sports Commission, City of Des Moines, the AAU Junior Olympic Games, the Greater Des Moines Convention and Visitors Bureau, and all persons, firms and corporations associated therewith with respect to any loss or damage to Vendor property. Vendor shall

not bring flammable or explosive substances or firearms to the AAU Junior Olympic Games Site. Vendor shall not bring alcoholic beverages into the venue. Vendor shall hold city of Des Moines, Iowa, AAU Junior Olympic Games, Des Moines Area Sports Commission, Greater Des Moines Convention and Visitors Bureau and all persons, firms, and corporations associated therewith harmless from any and all liability and expense arising out of or in connection with any claim, demand or cause of action resulting in whole or in part from the acts of the Vendor or its representatives or from the Vendor's use and occupation of its space or acts relative thereto.

10. **Insurance.** The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to Des Moines Area Sports Commission for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000.00 for each separate occurrence. Exhibitor shall cause such insurance to be endorsed with an endorsement that the insurance issued to Exhibitor shall be primary to and not contributory with any insurance coverage or self-insured program of Des Moines Area Sports Commission or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Exhibitor. Exhibitor shall also cause the required policy of insurance to include the County and Des Moines Area Sports Commission as additional named insureds. Insurance effected or procured by Exhibitor hereunder will not reduce or limit Exhibitor's contractual obligation to indemnify and defend Des Moines Area Sports Commission. At the request of Des Moines Area Sports Commission, the Exhibitor shall provide Des Moines Area Sports Commission with a copy of such policy. The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Des Moines Area Sports Commission, its parent corporation, subsidiaries, all affiliated companies, and/or the County, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
11. **Failure to Provide Vendor Space.** In the event Des Moines Area Sports Commission fails to provide Vendor with space as herein required for any reason whatsoever including, without limitation, fire, strike, cancellation of the AAU Junior Olympic Games or cancellation of underlying agreement, Des Moines Area Sports Commission shall promptly refund the fee paid by the Vendor, minus the \$50 processing fee, and the same shall be accepted by Vendor as liquidated damages for all loss or damage suffered by Vendor from such failure.
12. **Consequences of Breach.** In the event that during the AAU Junior Olympic Games, the Vendor breaches the terms of this agreement by:

- a. Selling merchandise from Vendor's space contrary to Paragraph 7
- b. Not abiding by rules or regulations relating to Vendor Space contrary to Paragraph 9

If any Vendor neglects or refuses to immediately discontinue such violations of the agreement, Des Moines Area Sports Commission will deny Vendor further access to Vendor's space and Vendor shall not receive any refund.

13. **Notices and Payments.** All notices to Des Moines Area Sports Commission shall be sent to:

Nancy Goode
Des Moines Area Sports Commission
400 Locust Street, Suite 265
Des Moines, IA 50309
Phone: (515) 699-3441
Email: nancy@catchdesmoines.com

And all payments made pursuant hereto shall be by Credit Card or by Check payable to **Des Moines Area Sports Commission** and mailed to said address, unless written notice to contrary is given to Vendor by Des Moines Area Sports Commission. **Vendor registrations may be accepted after July 1, 2018 if space is available.** A late fee of \$50 may be applied.

Vendor: _____

Authorizing Signature: _____

Date: _____

Restricted Items to be Sold

Fine Designs Imprinted Sportswear is the official merchandiser of the 2018 AAU Junior Olympic Games. The use of the official "AAU Junior Olympic GAMES" logo on souvenir merchandise is exclusively reserved to FINE DESIGNS. Sport Specific vendors are MAY NOT sell any sportswear items and/or headwear items. These items include but are not limited to: T-shirts, Sweatshirts, Sweatpants, Jackets, Hats, Performance Apparel. Only sports specific uniforms are permissible! Permissible items include: Leotards, Singlets, Gi's (martial arts) or other sport specific equipment.

All interested vendors shall be required to submit an "OFFICIAL LIST OF PROPOSED ITEMS FOR RETAIL" by no later than Forty-Five (45) days prior to the start of the event. Examples of prohibited items are below:

SCREEN PRINTED GARMENTS

- MESH SHORTS
- WHITE SHORT SLEEVE T-SHIRTS & TANK TOPS
- COLORED SHORT SLEEVE T-SHIRTS & TANK TOPS
- TYE DYE T-SHIRT
- LONG SLEEVE T-SHIRT

EMBROIDERED GARMENTS

- HATS & VISORS & HEADBANDS
- T-SHIRTS
- MESH SHORTS
- MESH JERSEY
- UNLINED NYLON JACKET
- POLO SHIRTS
- BRIEFCASE/PORTFOLIO
- CREW SWEATSHIRTS
- WINDSHIRTS
- WORKOUT SUITS
- ANY OTHER WEARABLE EMBROIDERED SPORTSWEAR ITEM

NOVELTY ITEMS

- BAGS
- CHANGE PURSE
- PINS
- PENS
- SCRUNCHIES
- SPORTS BEADS
- KEY CHAINS
- TOTE BAG
- WATER BOTTLE
- LANYARDS
- STADIUM CUSHIONS
- MISC. NOVELTIES (TO BE ANNOUNCED)
- SUNGLASSES
- EQUIPMENT BAGS

Request for Vendor Space

Vendor will be selling (ALL items must be listed):

Registration Fee:

- Iowa Events Center (7/25-8/3)
_____ Number of 10' by 10' spaces at \$750 per space \$ _____
- Drake Stadium (7/27-8/4)
_____ Number of 10' by 10' spaces at \$750 per space \$ _____
or
_____ Number of 10' by 10' tents at \$1,000 per space \$ _____

Late Registration Fee (postmarked after July 1, 2018) may be applied:

- Iowa Events Center (7/25-8/3)
_____ Number of 10' by 10' spaces at \$750 per space + \$50 late fee \$ _____
- Drake Stadium (7/27-8/4)
_____ Number of 10' by 10' spaces at \$750 per space + \$50 late fee \$ _____
or
_____ Number of 10' by 10' tents at \$1,000 per space \$ _____

Total amount enclosed: \$ _____

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| <p>Method of Payment () Visa () MasterCard () Check or money order payable to Des Moines Area Sports Commission Name of Credit Card Holder (Print) _____ Amount Due _____ Credit Card Number _____ Expiration Date _____ Signature _____</p> |
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All notices to Vendor shall be sent to:

Vendor _____
Contact Person _____
Address _____
Telephone _____
Email _____

Des Moines Area Sports Commission Use Only:

Date Received: _____ Amount _____