



The Silk Road Bazaar Vendor Agreement

The Silk Road Bazaar is the trade show event at The International Tai Chi Chuan Symposium, (hereafter referred to as the Symposium). The Commercial Exhibit shall be hereafter referred to as the Exhibitor. The International Tai Chi Chuan Symposium, LLC shall have full power to interpret the commercial exhibit regulations. Matters not covered by this contract shall be subject to a final decision and may be amended at any time by The International Tai Chi Chuan Symposium, LLC. To the maximum extent of its applicability, the agreement between The International Tai Chi Chuan Symposium, LLC and Vanderbilt University is incorporated by reference in this Vendor Agreement. (See attached document)

1. Indemnification. The Exhibitor assumes sole responsibility and hereby agrees to protect, indemnify, defend and hold harmless The International Tai Chi Chuan Symposium, LLC, Vanderbilt University, and its employees and agents, from any and all claims, including claims or causes of action arising from the sole negligence of said indemnities, arising (a) out of, or in connection with Exhibitors occupancy and use of the Symposium premises, or any action or inaction of any nature in connection with or related to the Symposium, including but not limited to loss, theft, damage, destruction, or delay in non-delivery of goods, display material and other effects; (b) any injury to Exhibitor, Exhibitor's employees, agents, representatives or guests while on the Symposium premises; and (c) any damage to Exhibitor's business by reason of failure to provide space for the exhibit or removal of exhibit or failure to hold the Symposium as scheduled. Exhibitor agrees to indemnify and hold forever harmless The International Tai Chi Chuan Symposium, LLC and Vanderbilt University from any and all damages, loss, liability, claim or expenses (including legal fees) based upon, arising out of, or in connection with (i) the violations of any law or ordinance by the Exhibitor, its employees, agents, representatives, guest or other holding under the Exhibitor; or (if) failure by Exhibitor or any such persons to comply with all applicable terms and conditions contained in the rules or in the agreement between Vanderbilt University and The International Tai Chi Chuan Symposium, LLC regarding the Symposium premises or a part thereof. If the Indemnities are sued in a court of law, Exhibitor agrees to defend the Indemnities at Exhibitor's expense, and if judgment be taken against Indemnities, to pay said judgment and obtain written release in form acceptable to the Indemnities. Exhibitor shall abide by all applicable federal, state (Tennessee) and local (Metropolitan Government of Nashville and Davidson County) laws and regulations, and all rules and regulations of The International Tai Chi Chuan Symposium, LLC, and Vanderbilt University. In any action, suit or legal dispute arising from this Agreement, Exhibitor agrees that the laws of The State of Tennessee shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in the State of Tennessee at the discretion of The International Tai Chi Chuan Symposium, LLC. This agreement shall not be altered, changed or amended except by an amendment in writing executed by the parties listed.

2. Insurance. Exhibitors are required to have, and are responsible for, their own liability insurance. A certificate of insurance for general liability must be provided to the Symposium, naming The International Tai Chi Chuan Symposium, LLC, its officers, directors and employees, and Vanderbilt University as additionally insured, to exhibit at this event. The minimum liability is one million dollars per occurrence with a two million dollar aggregate. The certificate of insurance is due on the day of registration.

3. Assignment of Space. First come, first serve priority will be given applicants according to the time their written request is received by the Symposium, availability of requested area, the amount of space requested and the special needs and compatibility of Exhibitors. In the event of conditions beyond its control, the Symposium reserves the right to rearrange the floor plan and relocate any exhibit. No Exhibitor shall be allowed to set-up or occupy their booth unless payment has been made in full, and the Symposium has received all required information and registration.

4. **Subletting of Space.** Exhibitor shall not assign or sublet any space allocated to Exhibitor and may not advertise or display goods other than those manufactured or sold by Exhibitor in the regular course of Exhibitor's business. The space assigned to the Exhibitor is for Exhibitor's exclusive use only.

5. **Payment.** At least 50% of the cost of requested space must be received by **June 1st**. Remaining balance is due and must be received by **June 15th**. Exhibitor may not occupy assigned spaces until all fees are paid in full. An Exhibitor who fails to make payments when due shall automatically forfeit any rights, privileges and claims of any nature the Exhibitor has, or may have, including any payments previously made.

6. **Refunds for Cancellations.** If written notice from Exhibitors canceling Exhibitor's request is received by June 15th, 50% of monies received will be refunded. NO refunds will be made for cancellations on or after June 15th.

7. **Exhibitor Display Area.** The available space for one (1) Exhibitor display area will include one (1) 30" width x 60" length draped table and two (2) chairs. Electricity is available for some display areas. This Agreement is bound by the attached floor plan. {ADD LINK TO FLOOR PLAN}

8. **Exhibition Hours.** Hours of exhibition on Monday July 6th through Thursday July 9th are 7:30 AM to 6:30 PM, and on Friday July 10th are 7:30 AM to 5 PM. The Silk Road Bazaar exhibition room will be open ½ hour before and ½ hour after exhibition hours for Exhibitors to set up in the morning and close down in the evening.

9. **Set Up and Registration.** Exhibitors must set up on Sunday July 5th from 8 AM to 4 PM. Exhibitors will first check in for registration, sign necessary paperwork, provide required information and get confirmation of table location. Exhibitors will receive two (2) Exhibitor Badges. Requests for more badges must be in writing and received before the start of the Symposium. Exhibitors may use the loading dock for set up. Regulations for use of loading dock and parking will be available at registration. If the space reserved for the Exhibitor is not occupied by 4 PM Sunday July 5th, unless otherwise arranged, the space will be considered cancelled and shall revert to the Symposium without obligation on part of the Symposium for any refund whatsoever. The Symposium shall have the right to assign such space to another Exhibitor unless the Symposium has received written notification of a delay is set up.

10. **Breakdown.** Exhibitor breakdown is Friday July 10th from 5 PM to 7 PM. Any other arrangements must be made through The International Tai Chi Chuan Symposium, LLC prior to start of the Symposium. Exhibitor shall be sure to clean up their exhibitor display area. Exhibitors may use the loading dock for break down. Regulations for use of loading dock and parking will be available at registration. Exhibitor shall load as quickly as possible to allow for the easy load out of all exhibitors. Once you have loaded your vehicle, Exhibitor shall not leave it parked in the loading area to return to the Symposium for restrooms or networking. Exhibitor shall move their car before returning to the Symposium. Exhibitors are liable for any cost incurred for violation regarding cleaning, blocking the loading dock or not loading out by the deadline and will be invoiced for the additional fees incurred by The International Tai Chi Chuan Symposium, LLC from Vanderbilt University. The invoice will be payable upon receipt.

11. **Security.** Security services may be on the Vanderbilt University premises and the Silk Road Bazaar room will be locked during off hours, but Exhibitors are responsible for their valuable items. The International Tai Chi Chuan Symposium, LLC, Vanderbilt University and the Symposium management and staff are not liable for theft or damage to Exhibitor products or materials.

12. **Rules and Regulations.** The Exhibitor agrees to all rules and regulations set forth by this contract. The International Tai Chi Chuan Symposium, LLC reserves the right to restrict exhibits, which because of noise, method of operation, materials, blocking a neighboring table's sightline or any other reason become objectionable, and also to prohibit or evict any exhibit which in the opinion of The International Tai Chi Chuan Symposium, LLC may detract from the general character of the exhibit as a whole. This also includes persons, things, conduct, printed matter, or anything of a character which The International Tai Chi Chuan Symposium, LLC determines is objectionable to the exhibit or does not conform to the standards of the Symposium. If the Exhibitor is evicted from the Symposium, no payment will be refunded.

13. **Non-compete.** Exhibitors shall not sell any product(s) that the Vanderbilt University Bookstore might sell. Exhibitors can not be in direct competition with Vanderbilt University bookstores or markets. The Vanderbilt University website is www.bkstr.com/Home/10001-10244-1. The Vanderbilt University Bookstore can be contacted at (800) 288-2665 or by E-mail to vandy@bkstr.com. It is the responsibility of the Exhibitor to check if product(s) conflict with this policy. Exhibitors not in compliance will be asked to remove the product(s) immediately. The Symposium reserves the right to evict Exhibitors not in compliance. If the Exhibitor is evicted from the Symposium, no payment will be refunded. The Symposium is not responsible for and will not govern competing products, services and sales between Exhibitors.

14. **Distribution of Advertising Materials.** Any advertising materials may only be distributed through the Exhibitors display area. Any soliciting outside of the display area is not allowed.

15. **Restricted Use of Logo.** The International Tai Chi Chuan Symposium, LLC has sole and exclusive right to produce or sell products bearing its logo(s), and only designated companies may distribute such products at the Symposium. No Exhibitor may sell or give away any product bearing The International Tai Chi Chuan Symposium logo or design that is deceptively similar. No Exhibitor may sell or give away any product bearing the following, but not limited to, words, letters, or combination thereof, or deceptively similar to The International Tai Chi Chuan Symposium logo at the Symposium.

16. **Damage to Property.** Nothing shall be posted on, tapped, glued, tacked, nailed, screwed or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Exhibitor is liable for any damages caused by Exhibitor, Exhibitor's employees or representatives, to the building, floors, walls, columns, tables, standard booth equipment or to the other Exhibitor's property. Any damage charges incurred by the Symposium as a result of an Exhibitor's actions will be invoiced to the Exhibitor with payment due immediately.

17. **Care and Safety.** Display area should be maintained and cleaned by the Exhibitor. Customer and Exhibitor safety should be prevalent at all times. Exhibitor shall not obstruct any portion of the entryways, corridors, vestibules, lobbies, doorways, driveways, fire hose cabinets, or access to emergency equipment.

18. **Hazardous Materials.** Exhibitor shall not allow any hazardous materials to be brought onto the premises, without prior written consent from the Symposium. No open flames, lighted candles or ignited incense/sage sticks are permitted. The facility is a designated non-smoking building.

19. **Treatments.** Any Exhibitor that is a Licensed or Certified Healthcare Practitioner (Chiropractor, Acupuncturist, etc.) providing treatment services at the Symposium must have the client sign a consent form, releasing The International Tai Chi Chuan Symposium, LLC, Vanderbilt University and the Symposium management and staff harmless from any injuries or negative effects of such treatment. All practitioners must provide a blank copy of the consent form to The International Tai Chi Chuan Symposium, LLC at registration. All practitioners must abide by the State of Tennessee laws regarding their practice. A copy of your current license or certificate must be posted at your display area to provide these services on site.

20. **Infringement.** Sound equipment may not project beyond the confines of the Exhibitor's display area. If you are using a DVD or CD as part of your product information, the sound must not infringe on your neighbor's display area. Headphones are the best options. Ambient music not related to your product presentation is not allowed. The Symposium reserves the right to notify the Exhibitor that their sound level must be lowered or removed. All activities, including literature distribution, must occur within the Exhibitor's display area. All tables, chairs, displays, etc., must remain within the Exhibitor's designated display area.

21. **Food and Beverage Sampling.** Exhibitors may distribute sample food and/or beverages ONLY with preauthorization. Free samples are limited to 3oz of liquid (non-alcoholic) and a 1-ounce food portion. All exhibitors offering food and beverage samples must notify The International Tai Chi Chuan Symposium, LLC at least 1 week in advance of the Symposium. Items must be in commercial packaging. Exhibitor must provide a copy of their liability insurance to the Symposium at registration. Exhibitors not in compliance will be asked to remove the item(s) immediately. The Symposium reserves the right to evict Exhibitors not in compliance. If the Exhibitor is evicted from the Symposium, no payment will be refunded.

22. **Parking.** Parking regulations at Vanderbilt University will be available at registration. Unauthorized parking by Exhibitor may result in fines and car(s) being towed. All fines and car retrieval costs are the responsibility of Exhibitor.

23. **Permits, License, Tax.** Exhibitor shall be responsible for obtaining all licenses, permits and approvals required under local and/or state laws applicable to its participation in the Symposium. Exhibitor shall be responsible for obtaining all tax identification numbers and paying all taxes, license fees and other charges that shall become due under any government authority in connection with its participation in the Symposium. There is a 9.25% sales tax and state vendor license required to do business in the City of Nashville. Exhibitor will be responsible to abide by any State or County law. For information contact Tennessee State Tax Information at www.tennesseeanytime.org or call (615) 253-0600. The Exhibitor shall provide the Symposium a copy of all tax forms they provide to the state. (See attached form.)

24. **Registration Requirements.** The owner of or an officer of the business shall sign the Agreement. The Symposium will be provided with: business name, type of business (LLC, sole proprietor, etc), business address (a physical address is needed), business phone number, owner's name, address and phone number, business tax ID number (a copy of their state tax ID form), a copy of Exhibitor's driver's license, a certificate of insurance (see Section 2) and if applicable, a blank copy of the consent form (see Section 17).