



Vendor Agreement

Region 4 Education Service Center

Event Sponsorship and Management. The 2014 Child Nutrition Showcase and Vendor Expo—Collaborate to Stay Ahead of the Curve (“Event”) will be held on March 6, 2014, from 12:30 p.m. to 3:00 p.m., at Region 4 Education Service Center (“Region 4”), 7200 Northwest 100 Drive, Houston, Texas 77092-2096. Region 4 will provide all management and policies for the Event. Region 4 will forward site details and instruction forms as the Event approaches. By signing and submitting the Vendor Agreement (“Agreement”), the Vendor (“Vendor”) agrees to abide by all rules and policies of the Event and to pay the appropriate exhibitor fees for each space the Vendor wishes to occupy.

Payment. Exhibit space is assigned based on the order in which the completed Agreements are received, space is available and on electrical needs. A limited number of exhibit spaces are available for reservation; once all available exhibit space is reserved, additional vendors will be placed on a waiting list. Any Agreement received without payment will hold an exhibition space for a maximum of seven (7) calendar days from date Region 4 receives the Agreement. If Vendor does not pay within the seven (7) days, Region 4 may, in its sole discretion, reassign the space to a vendor on the waiting list. No space will be confirmed without a signed Agreement and paid exhibitor fees. Any vendor on the waiting list that does not receive an exhibit space will not be charged.

Security and Liability. The property of Vendor remains in the custody of Vendor while in transit to and from the exhibit area and at all times during the Event. Neither Region 4 nor its employees or agents are in any way responsible for the safety of the property of Vendor. Vendor waives and releases any claim against Region 4 and its employees or agents for any reason including, but not limited to, damage or loss of property as a result of theft, fire, accident, vandalism, or other causes. Vendor must make provisions for the safeguarding of goods, materials, equipment, and display at all times during the Event, including obtaining appropriate insurance coverage for displays and equipment. Vendor assumes responsibility and liability for losses, damages, and claims arising out of injury or damage to Vendor’s display, equipment, and/or other property brought to the Event.

Character of Exhibit and Vendor Personnel. Exhibits are subject to the approval of Region 4 and shall be consistent with the professional atmosphere of the Event. Exhibits must be staffed during exhibit hours by qualified employees or agents of Vendor. These representatives must be able to explain and/or demonstrate the products and services on display. Vendor personnel shall conduct themselves in a manner consistent with the professional atmosphere of the Event.

Exhibit Specifications. Vendor is responsible for all items necessary to prepare the exhibit, including, but not limited to, equipment, extension cords, and exhibit supports. Exhibition space measures 6 feet by 8 feet (6’ x 8’) and includes one (1) 6-foot table, two (2) chairs, and at least one (1) standard electrical outlet provided by Region 4. Wireless Internet service is also available; however, Region 4 does not guarantee availability or performance. It is necessary for Vendor to request the number of exhibition spaces to be reserved and to make these reservations by the deadline of January 17, 2014. (Reservation Request Form is enclosed.) Vendor display may not exceed the space reserved.

Subletting of Space. No exhibit space or part thereof may be sublet without the prior approval of Region 4.

Set Up and Tear Down. Vendor set-up will be available Wednesday, March 5, 2014, from 4:00 p.m. to 7:00 p.m. and on the Event date, March 6, 2014, between 7:00 a.m. and 12:00 p.m. Dismantling exhibits may not begin before 3:00 p.m. Dismantling prior to this time may result in Region 4 denying future requests to exhibit at Region 4 events.

Care of Property. The use of thumbtacks, nails, tape, adhesive-treated paper, bolts, tools, or any other material that could mark the walls or floors is strictly prohibited. Repairs necessitated by any damage to Region 4 property caused by Vendor or its employees or agents must be paid for by Vendor. Vendors are responsible for food disposal at end of expo.

Exhibit Activity. All exhibit activity must be confined to the prescribed area and will not interfere with the educational components of the Event or other activities occurring on the premises. Vendors may not place brochures, products, or other materials outside the prescribed exhibit area.

Cancellation/Termination of Agreement. Vendor will receive an e-mail from Region 4 upon submission of the reservation packet indicating whether Vendor 1) needs to submit additional information and/or payment; 2) was assigned an exhibit space; or 3) was placed on the waiting list. Region 4 will refund payment received from vendors who do not receive an exhibit space. If Vendor reserves exhibition space(s) but is unable to participate, Vendor must contact Region 4 no later than February 3, 2014. Upon receipt of written intent to cancel/terminate this agreement, the same shall be done, and a refund of exhibit fees will be issued. **Exhibit fees will not be refunded if notice is received after February 3, 2014.** If Region 4 cancels the Event in its entirety, Region 4 will refund all fees paid.

Indemnification and Hold Harmless. Vendor agrees to indemnify and hold harmless Region 4 from all claims and liability due to acts or omissions of the Vendor or its employees or agents arising out of Vendor's installation, removal, maintenance, occupancy, use of the exhibit area or any part thereof, or participation in the Event. Vendor further agrees to indemnify and hold harmless Region 4 from any and all expenses including attorney fees, all court costs, and awards for damages incurred by Region 4 in litigation or otherwise resisting such claims or liabilities as a result of any activities of Vendor or its employees or agents.

Liability Insurance. Vendor agrees to maintain sufficient liability insurance in the amount of \$1 million per occurrence.

Regulations and Ordinances. Vendor is responsible for knowledge of and compliance with all fire, health, and safety codes. Any decorations and the exhibit booth must be flameproof. Electrical wiring must conform to all federal, state, and municipal government requirements. If an inspection indicates that Vendor has failed to comply with these regulations or otherwise presents a fire hazard, Region 4 reserves the right to cancel all or a portion of the exhibit at Vendor expense.

PHOTO WAIVER. By registering for this Event, Vendor grants Region 4 the right to photograph Vendor's exhibit and/or Vendor's employees or agents and use the photographs in all formats and for media publicity purposes. These photographs may appear without compensation in publications, marketing materials, or on the web related to the Event or future similar events. Vendor hereby releases Region 4 from all claims arising out of the use of the photographs, including, without limitation, all claims for libel, invasion of privacy, or violation of copyright ownership.

Other Matters. All matters not addressed by this Agreement or the enclosed materials are subject to the sole discretion of Region 4.

I. Type of Exhibit:

Equipment _____ Food _____ Services _____

Educational Materials _____ Other _____

NOTE: Region 4 does not have a kitchen for preparation; however, a preparation area and ice will be available. **No signs may be attached to the walls in any of the exhibit rooms.**

II. Food Product List:

Please include a list of **all** food products to be exhibited or list items below. All food products exhibited must contribute to a healthy eating environment. Nutrient fact labels or nutritional analysis for each food product exhibited should be available at your booth for participants.

III. Products or Services:

Please list all products you wish to exhibit or services you wish to market.

IV. Electrical Power

Standard 120 volt duplex outlets are available for specific booths. Please provide extension cords. **All** equipment requiring additional electrical outlets with high amperage draw or a specific receptacle must be listed below. **Cooking facilities are not available at Region 4. Please submit a picture cut sheet showing receptacle requirements for each piece of equipment. This information must be provided.**

Type/Name of Equipment	Power/Receptacle Requested

Region 4 Conference Reservation Request

Key Contact Name

First _____ Last _____

Company/Organization _____

Address _____

City _____ State _____ Zip Code _____

E-mail _____

Phone _____

Other Representatives

If someone other than the key contact will be representing your organization at the event, please provide his/her name(s), title, and contact information below. Vendors are limited to two (2) staff members in the exhibit area at all times.

Vendor Representative 1:

First _____ Last _____

Title _____

E-mail _____ Phone _____

Vendor Representative 2:

First _____ Last _____

Title _____

E-mail _____ Phone _____

About Your Organization

Please summarize the purpose of your organization and describe the products that you plan to display at the event.

Please submit this form and the attached Agreement by e-mail, fax, or mail with full payment to cwallace@esc4.net Fax: 713-744-2777

Questions may be directed to Crystal Wallace cwallace@esc4.net 713.744.6835 Fax: 713.744.2777

I have read and agree to abide by the terms and conditions of the Agreement.

Vendor's Duly Authorized Signing Officer _____ Title _____ Date _____

Region 4 Education Service Center Authorized Signature _____ Title _____ Date _____

Order Form	Price	Qty.	Total
Booth*	\$250		
Electricity per Booth	\$25		

** Booth includes one (1) table and two (2) chairs.*

Payment

- Check Enclosed (payable to Region 4 Education Service Center)
- MasterCard® Visa®

Credit Card Number _____ Expiration Date _____

Cardholder Name (as stated on card) _____

Are you a first-time exhibitor? Yes No

If yes, how did you learn about this event?

Disability/Special Accommodations

- If you require special accommodations, please check here and an event staff member will contact you.

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, Texas 77092-2096