



# Dulles Day Family Festival & Plane Pull

September 25, 2010 ♦ 11am – 4pm ♦ Dulles International Airport

## 2010 VENDOR/EXHIBITOR Agreement

**This agreement is legally binding. Please read it carefully and contact us if you have any questions.**

VENDOR/EXHIBITOR shall comply with all applicable safety, security and administrative regulations of SPECIAL OLYMPICS VIRGINIA (SOVA), as well as provisions of the VENDOR/EXHIBITOR's Guidelines.

SOVA reserves the right to remove any VENDOR/EXHIBITOR if SOVA determines that the VENDOR/EXHIBITOR has not conformed to the rules and regulations of this contract or has misrepresented its product/service. In such instances where contract violations result in removal of VENDOR/EXHIBITOR, all fees shall be forfeited by the VENDOR/EXHIBITOR.

SOVA reserves the right to exclude certain VENDOR/EXHIBITOR products or services and retains the right to assure reasonable pricing for items of sales.

Cancellation Policy: If this Agreement is cancelled by the VENDOR/EXHIBITOR, the following is the schedule for refund of fees:

<u>Cancellation Date (On or Before)</u>	<u>Refund (% of Fees)</u>
Within 4 weeks of contract signing	75%
After 4 weeks of Contract signing (Before August 29, 2010)	50%

Fees cannot be refunded for cancellation requests received after August 29, 2010.

### GENERAL EXHIBITOR TERMS AND CONDITIONS:

VENDOR/EXHIBITOR will be responsible and liable for delivery, handling, assembly, and removal of all display materials and fixtures. Exhibit materials/fixtures cannot be packed or removed until the close of the PLANE PULL at 4 pm, September 25, 2010.

Amplified sound within exhibit space, open flames of any kind, including smoking, are prohibited in VENDOR/EXHIBITOR areas.

SOVA shall not be responsible, or liable, for loss or damage of any kind to VENDOR/EXHIBITOR property or goods.

VENDOR/EXHIBITOR is responsible for satisfying any and all applicable local, state and federal tax, health and safety requirements, laws and regulations.

Signage cannot extend beyond the boundaries of assigned exhibit space. No signage may be attached to or extended beyond tent supports. (Sponsorship programs for display of larger signs are available – please inquire)  
This is a rain or shine event. No refunds will be granted due to weather conditions.

**INSURANCE:** The VENDOR/EXHIBITOR shall, at his own expense, procure and maintain during the entire performance period of this Agreement, General Liability insurance wherein **SOVA, MWAA, West Group, Federal Express** are included as additional insured's. Minimum policy limits of \$500,000 per person, \$1,000,000 per occurrence for injury or death, and \$100,000 property damage per occurrence are required. A copy of VENDOR/EXHIBITOR insurance certificate shall be FAXED to Exhibitor Coordinator at 703-359-4306 prior to August 29, 2010.

**COMPLIANCE WITH APPLICABLE LAWS:** VENDOR/EXHIBITOR understands its activities for the PLANE PULL must comport with all applicable local, state and federal laws that SOVA may receive from higher authorities and are therefore subject to modification by SOVA upon notification to VENDOR/EXHIBITOR.

**CONFIDENTIALITY:** SOVA agrees information about payment and in-kind support received from VENDOR/EXHIBITOR pursuant to this contract is confidential and its disclosure would cause harm to VENDOR/EXHIBITOR'S competitive position in the industry. Accordingly, SOVA will treat the financial contents of this contract as confidential in the event of any request by a third party for its release.

**DISCLAIMER:** Neither this Agreement, nor the exchange of benefits described herein, constitutes an official endorsement by either the PLANE PULL or the Metropolitan Washington Airports Authority for the VENDOR/EXHIBITOR, its sponsors, products or services.

**ENTIRE AGREEMENT:** The Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, communications, or representations, whether oral or written. The Agreement may not be amended, altered modified or changed except in writing signed by both parties hereto.

For the VENDOR/EXHIBITOR \_\_\_\_\_ Date \_\_\_\_\_

For Special Olympics Virginia \_\_\_\_\_ Date \_\_\_\_\_