

# Chicago Sports Spectacular Vendor Agreement

This display area agreement, entered into as of the last date of execution by a party hereto (“**Effective Date**”), is made by and between Chicago Sports Spectacular (“**CSS**”) and the party named on the signature page hereto (“**Exhibitor**”). WHEREAS, **CSS** is sponsoring the event described in Section 1 (“**Event**”) and Exhibitor desires to display sports collectibles at the Event as described in Section 2, NOW THEREFORE, for good and valuable consideration, Exhibitor and **CSS** hereby agree as follows and as set forth in the attached General Provisions (collectively, the “**Agreement**”):

1. Event. Chicago Sports Spectacular, Sports Collectible and Autograph Convention  
Location: Donald E Stephens Convention Center, 5500 N River Rd. Rosemont, IL 60018  
Dates: March 15-17, 2019  
  
Tentative Hours: Friday, March 15th, 2019 3:00pm-8:30pm;  
Saturday, March 16th, 2019 9:00am.- 5:00pm; Sunday, March 17th, 2019 9:30am-4:00pm  
Host Hotel: Go to [www.chicagosportsspectacular.com](http://www.chicagosportsspectacular.com) for information.  
Dealer Set-Up: Thursday, March 14th, 2019 3:00-8:00pm; Friday, March 15, 2019, 10am - 2:30pm  
Other: For show case rentals, call Levi, (215) 249-0976  
  
Submit Contract: Chicagoshowvendors@gmail.com or fax (754) 229-8613 or mail to 12021 NW 10<sup>th</sup> St, Coral Springs, FL 33071
2. Display Area. (a) In exchange for payment of the Total Fees set forth below no later than seven (7) days prior to the Event, and subject to Exhibitor’s compliance with this Agreement, **CSS** grants to Exhibitor the opportunity to use a designated area at the Location (“**Display Area**”) to exhibit sports collectibles (“**Merchandise**”) for sale at the Event as follows:

Item	Fee per Item	Qty. of Item	Fees for Items
(1) 8ft. Dealer Table	\$400.00		
(2) 8ft. Dealer Tables	\$750.00		
(3) 8ft. Dealer Tables	\$1125.00		
(4) 8ft. Dealer Tables	\$1500.00		
ADDITIONAL TABLES ADD	\$375.00		
One Badge per Table - Extra Badges	\$20.00		
Back up tables @ - 6ft	\$35.00		
Executive 10x10 Booth: (2) 8-ft tables and (2) 6-ft tables *CALL FIRST	\$1650.00		
Premium 10x 20 Booth (4) 8ft Tables CALL FIRST	\$3000.00		
	<b>Total Fees</b>		
To pay via credit card please include your email below and an invoice will be sent to you.			

b) Exhibitor acknowledges and agrees that the Display Area is for the limited purpose of displaying and selling sports collectibles (“**Merchandise**”). All Exhibitor Display Area locations will be determined by **CSS** in its sole discretion and **CSS** reserves to change the layout of the Display Areas at the Event at any time. All Display Area rights are subject to cancellation or changes mandated by the host hotel or other third party. Exhibitor shall limit its display to its assigned Display Area and a reasonable distance behind that space. Exhibitor shall not alter the Event floor plan without the prior written approval of **CSS**. Exhibitor will keep its Display Area open for business during the Tentative Hours or other hours reasonably requested by **CSS**. **CSS** reserves the right to limit or prohibit sales of merchandise that it finds, in its sole discretion, to be objectionable, offensive, counterfeit or not in compliance with this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, **CSS** and Exhibitor hereby execute this Agreement on the date(s) set forth below.

Exhibitor

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Company: \_\_\_\_\_

Address \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**IF YOU WOULD LIKE TO PAY VIA CREDIT CARD INCLUDE YOUR EMAIL AND I WILL SEND YOU AN INVOICE THROUGH EMAIL TO PAY SECURELY.**

## General Provisions

1. Payment; Taxes. Payments of Fees shall be by (i) check payable to Chicago Sports Spectacular. and sent to 12021 NW 10<sup>th</sup> St Coral Springs, FL 33071, or (ii) with CSS 's prior approval, by credit card. Exhibitor is responsible for payment of all applicable sales or other taxes which may be imposed upon Exhibitor or the business of Exhibitor at the Event.
2. Rules. (a) Exhibitor shall: (i) abide by all rules of CSS and the Event location, including those regarding security, dress code, and decorum, (ii) abide by all applicable laws, rules and regulations, (iii) sell only at the Display Area designated by CSS, (iv) maintain the confidentiality of any sensitive data it may obtain or view while at the Event including, without limitation, personally identifiable information (name, address, credit card number, etc.) of any Event patron or any other sensitive data which is protected by applicable law. (b) Exhibitor shall not: (i) engage in any unauthorized activity, such as the sale of counterfeit Merchandise; (ii) offer or participate in any games of chance, including but not limited to sweepstakes, raffles, dice games, roulette wheels and grab bags, (iii) have celebrities or other third parties autographing signing at its Display Area without express, prior written consent from CSS, or (iv) bring alcoholic beverages or any other prohibited items into the Location.
3. Term and Termination. This Agreement shall commence upon the Effective Date and, unless earlier terminated in accordance herewith, shall remain in effect for the duration of the Event ("Term"). CSS may terminate this Agreement and/or remove Exhibitor from the Event (a) immediately, for any Rule violation, (b) after notice a reasonable opportunity to cure for any other violation of this Agreement, or (c) at any time, with or without cause, upon ten (10) days' prior notice to Exhibitor. Exhibitor may terminate this Agreement upon written notice to CSS twenty (20) days prior to the Event. Upon such termination, Exhibitor shall forfeit any Fees paid or payable unless CSS is able to sell Exhibitor's Display Area to another exhibitor prior to the Event, in which case CSS will refund any Fees paid by Exhibitor less any administrative or other costs to CSS within thirty (30) days after the Event. This Agreement shall be effective only for the Term stated and no right of renewal for any future Event is granted or implied hereunder. CSS assumes no responsibility for selling conditions or proceeds, nor any event or other circumstances which may preclude sales under this Agreement. This Section 3, together with all other provisions that reasonably may be interpreted as surviving the expiration or earlier termination of this Agreement (including without limitation Sections 5-8 of these General Provisions, will survive any such expiration or termination.
4. Representations and Warranties; DISCLAIMER OF WARRANTIES. (a) Each of CSS and Exhibitor represents and warrants to the other that: (i) it has the full right, power and authority to enter into this Agreement and perform its obligations hereunder; and (ii) when executed and delivered, this Agreement will constitute its legal, valid and binding obligation enforceable against it in accordance with the terms of this Agreement. (b) Exhibitor further represents and warrants to CSS that the Merchandise and any autographs incorporated into the Merchandise will be authentic. (c) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY WAIVES AND DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
5. Insurance; Indemnification; Release. Exhibitor agrees to secure and shall maintain, during the Term and one (1) year thereafter,
6. The following policies of insurance: (i) Comprehensive General Liability Insurance, including bodily injury, personal injury liability, property damage and contractual liability, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (ii) Worker's Compensation as required by law in the Event state. Upon CSS's request, Exhibitor shall provide to CSS a Certificate of Insurance evidencing such coverage and naming CSS as an additional insured thereunder. Exhibitor shall defend, indemnify and hold harmless CSS and its parent, subsidiary and affiliate companies, and their respective shareholders, officers, directors, members, agents, employees, successors and assigns (the "Indemnified Parties") from and against any and all losses, damages, judgments, costs and expenses (including reasonable attorneys' fees) arising out of or otherwise related to any third party claims, actions, suits or proceedings to the extent based on: (a) the acts or omissions of Exhibitor or its representatives, agents, or employees including, without limitation, their operation or activities during the Event, their negligence or willful misconduct and Exhibitor's Merchandise, and (b) Exhibitor's or its representatives', agents' or employees' breach of this Agreement or failure to comply with any applicable law, rule or regulation, including any failure to pay applicable taxes. Exhibitor releases the Indemnified Parties from any and all claims, liabilities, losses, or damages of any kind incurred by Exhibitor as a result of the cancellation of any Event or any theft or damage to Exhibitor's Merchandise.
7. Limitation on Liability. EXCEPT TO THE EXTENT (A) OF EXHIBITOR'S INDEMNIFICATION OBLIGATIONS, OR (B) RESULTING FROM WILLFUL MISCONDUCT OR WRONGFUL TERMINATION: (I) NEITHER PARTY WILL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY), TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR COST OF COVER OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFIT, REPUTATION, BUSINESS OR DATA ARISING OUT OF THIS AGREEMENT, AND (II) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH ANY OR ALL CLAIMS FOR AN AMOUNT IN EXCESS OF THE FEES.
8. Other. This Agreement is personal to Exhibitor and is not assignable or transferable without the prior written consent of CSS. The parties are entering into this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between them. Neither party will represent itself to be an employee or agent of the other or enter into any agreement or legally binding commitment or statement on the other's behalf or in the other's name. This Agreement may be amended, modified or supplemented by the parties, provided that any such amendment, modification or supplement must be in writing and signed by a duly authorized representative of each party. No waiver by a party with respect to this Agreement will be effective or enforceable against a party unless in writing and signed by that party. No breach of this Agreement by either party will affect the rights or obligations of either party under any other agreement between the parties. This Agreement may be executed in any number of counterparts, each of which when executed and delivered (which can be by email .pdf or other electronic means) will be deemed an original, but all of which taken together will constitute but one and the same instrument. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all previous oral or written communications or agreements and all contemporaneous oral communications and agreements between the parties and their respective affiliates regarding such subject matter.

