

## NASPA Double Down Vendor Agreement

This agreement, by and between North American Word Game Players Association dba NASPA, a Texas non-profit corporation, with offices located at 3708 Bryn Mawr Drive, Dallas, TX 75225 ("NASPA"), and \_\_\_\_\_, a \_\_\_\_\_, with offices located at \_\_\_\_\_ ("Vendor"), is dated and effective as of the last date of execution listed below.

WHEREAS, NASPA is the organizer and sponsor of the NASPA Double Down tournament, to be held on July 14 – July 26, 2023, at the Westgate Las Vegas Resorts & Casino, Las Vegas, NV, (the "2023 Tournament"); and,

WHEREAS, NASPA provides access and space to vendors for the display and sale of goods by vendors at the 2023 Tournament and Vendor desires to utilize such space for such purposes;

NOW THEREFORE, for and in consideration of the terms, conditions and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NASPA and Vendor hereby agree as follows:

1. NASPA hereby permits Vendor to have access and use the space (the "Booth"), to be designated at NASPA's sole and absolute discretion, at the 2023 Tournament for the sole purpose of displaying and selling goods. NASPA shall prepare and deliver to Vendor, not later than two (2) business days prior to the beginning of the 2023 Tournament, an exhibit showing the location of the Booth, which exhibit shall be attached hereto and incorporated herein by reference. In such Booth, Vendor may use: a) one half table at no charge; b) second half of same table at \$50 charge; and, c) up to two (2) additional tables at a charge of \$100 per table to a maximum of three (3) total tables for \$250, which amount shall be paid by Vendor to NASPA together with two (2) copies of this Agreement executed by Vendor. No table shall exceed 8- feet by 3-feet in size or 3-feet in height. Vendor shall be responsible for all setup and staffing of its display area and all sales activity conducted by Vendor.

2. NASPA shall have the right to approve all goods, products and items which Vendor desires to display and sell at the 2023 Tournament. Accordingly, Vendor shall submit to NASPA, as early as possible, but no later than seven (7) business days prior to the commencement of the 2023 Tournament, a list of all items proposed by Vendor to be displayed and sold at the 2023 Tournament. NASPA shall notify Vendor as early as possible, but not less than two (2) business days prior to the commencement of the 2023 Tournament of the disapproval of any items proposed to be so displayed and sold. Notwithstanding the foregoing, NASPA reserves the right to require Vendor to remove any items that, in NASPA's sole and absolute discretion: a) were not included on the above-described list; and/or, b) are deemed "inappropriate" by NASPA.

3. Vendor shall be permitted to display signage only in the location and manner described below:

a) Vendor advertisements and signage must fit within the width of the table(s) assigned to Vendor (except as set forth below) and may not extend onto the floor area in front of Vendor's table(s). No signage or other display materials shall be permitted to be placed on any wall. Signage must not extend higher than 6 feet from the floor.

b) Vendor shall be permitted to display free standing signage immediately adjacent to its designated table(s), at a cost of \$100 for every 8 feet of width or portion thereof. Such adjacent signage shall be no taller than 6 feet, nor have a depth in excess of 30 inches.

4. Neither the facility at which the 2023 Tournament is held, nor NASPA, nor any of their respective employees, agents, contractors or representatives shall be considered as "bailees" and they shall not be responsible or have liability in any way for any goods, merchandise or signage in the tournament area, the tournament facility or otherwise, at any time; all of which shall be placed, displayed and stored solely at the risk, responsibility and liability of Vendor. Vendor hereby releases and holds

harmless NASPA, its employees, agents, contractors, representatives, and any other party claiming through or under them, from any liability arising in any way from Vendor's display and/or sale of goods at the 2023 Tournament.

5. If any of the terms, conditions or provisions of this agreement are violated by Vendor, then Vendor may be subject to the immediate loss of its right to display and sell merchandise at the 2023 Tournament and, in such event, Vendor will be directed to immediately remove its merchandise, tables and/or signage.

6. Vendor will comply with all sales tax and other laws that pertain to the sale of Vendor's goods, and shall report and pay taxes in all applicable jurisdictions, in accordance with relevant tax laws.

7. NASPA reserves the right to modify the layout or dimensions of the vendor or tournament area at any time prior to commencement of, or during, the 2023 Tournament, in its sole and absolute discretion.

8. Vendor requests tables and issues payment to NASPA for same (as required) as follows (please check one):

- half table (amount due: \$0.00)
- second half table (amount due: \$50.00)
- 2 tables (amount due: \$150.00)
- 3 tables (amount due: \$250.00)

In Witness Whereof, NASPA and Vendor have each executed this Agreement by its undersigned, duly authorized representative.

NASPA:

North American Word Game Players  
Association, dba NASPA

Vendor:

\_\_\_\_\_  
(Vendor name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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