

SPACES ARE BASED ON AVAILABILITY AND ARE NOT GUARANTEED. The CIAA Fan Fest reserves the right to adjust placement of vendor booth(s) required for any reason.

Licensee desires to license from the CIAA Fan Fest the right to access and use a small business vendor display booth at the event known as the **2022 CIAA Fan Fest Vendor Village to be held at the Baltimore Convention Center** from February 25, 2022 – February 26, 2022 (the “Event”), subject to the terms and conditions of this Agreement.

Accordingly, in consideration of the rights and obligations of each party contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee, the CIAA Fan Fest agree as follows:

In consideration of the payment by Licensee to CIAA of the License Fee (defined below), CIAA hereby grants Licensee a limited, non-transferable license to permit up to three (3) individuals to access the Event for using one display booth to promote Licensee and its products or services, subject to the terms and conditions of this Agreement.

1. TERM OF AGREEMENT

The term of this Agreement will commence on the February 25, 2022, and will expire on February 26, 2022, unless sooner terminated by the CIAA Fan Fest due to Licensee’s failure to comply with the provisions hereof:

2. LICENSE FEE

In consideration of the rights granted by CIAA Fan Fest to Licensee hereunder, Licensee will pay the CIAA Fan Fest a license fee (the “License Fee”) in an amount equal to:

- \$1,500 for each display booth within the Baltimore Convention Center.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF LICENSEE

Licensee represents, warrants, and covenants as follows:

- (a) This Agreement is not a lease, or a sublease of space and Licensee has no right, title or interest in or to the display booth other than a limited, non-transferable license to access and use the display booth as provided hereunder. Licensee will not have the right to assign or sublicense the display booth and any attempt to do so shall be void and of no legal effect.
- (b) Licensee will comply with and will cause each of its authorized representatives to comply with the rules and regulations of the Baltimore Convention Center.
- (c) Licensee and its authorized representatives will conduct themselves at the Event in a professional manner, consistent with the goodwill and image of the CIAA Fan Fest.
- (d) Licensee will not alter or damage the display booth or the facilities or premises at which the Event is held. Licensee acknowledges and agrees that it may decorate and adorn the display booth with removable lights, signs, and banners depicting Licensee’s trademarks, service marks, trade names, logos and slogans; if Licensee removes any such lights, signs, and banners immediately following the end of the Event.
- (e) Licensee may distribute promotional materials featuring Licensee and its products and services from the display booth during the Event.
- (f) Licensee will procure and maintain during the term of this Agreement comprehensive general liability insurance coverage with a combined single limit of \$500,000 per occurrence for bodily injury including death and property damage and \$1,000,000 in the aggregate. Licensee will name the CIAA Fan Fest. Licensee will provide with evidence of such coverage immediately upon the request.
- (g) Licensee’s use of the display booth will not infringe the intellectual property rights of any third party.

(h) Licensee will indemnify, defend, and hold the CIAA Fan Fest harmless from and against any and all liabilities, damages, fees, costs, and expenses, including, without limitation, reasonable attorneys' fees, incurred or its officers, directors, managers, members, employees, and agents arising out of or relating to any third--- party claim that alleges Licensee's breach of any representation, warranty, covenant or obligation under this Agreement.

No vendor will be allowed to solicit sales of any fashion or distribute information except in the space that has been contracted to said vendor. The soliciting of sales outside the assigned contracted space will forfeit your right to your booth.

(i) NO VENDOR WILL BE AUTHORIZED TO SELL CIAA MERCHANDISE. Any vendor attempting to sell UNAUTHORIZED CIAA merchandise will be subject to immediate expulsion from the assigned booth and all merchandise bearing the CIAA logo, trademark or original seal will be confiscated.

(j) CIAA SCHOOL MERCHANDISE --- Vendors may sell CIAA school merchandise with proper written approval by the member school and/or licensing agent.

(k) OTHER SCHOOL MERCHANDISE --- Vendors may sell other school merchandise if approved by that school. Appropriate documentation must be supplied with the signed contract to the CIAA Fan Fest Office prior to the event.

(l) FRATERNITY/SORORITY MERCHANDISE --- Vendors may sell fraternity/sorority merchandise; however, applicant understands that the fraternity/sorority must grant a license before anyone may manufacture, design, copy, sell, display or distribute any paraphernalia relating to the fraternity/sorority or containing the crest, symbols, any trade names, or trademark of the fraternity/sorority.

(m) By January 31, 2022, all vendors are required to submit copies of all applicable licenses for the merchandise sold. Permits should be mailed to:

Van Wagner Sports & Entertainment

Attn: Fan Fest Vendor Village

4725 Piedmont Row Dr #200

Charlotte, NC 28210

(n) OTHER IMPRINTED MERCHANDISE --- Should be expressly stated on the application ex: (The Negro league, etc.)

(o) FAILURE TO SUPPLY DOCUMENTATION WILL FORFEIT THE VENDOR'S RIGHT TO SELL THAT MERCHANDISE. DOCUMENTS WILL NOT BE ACCEPTED AT CIAA FAN FEST.

(p) Vendors must list all merchandise that their organization wishes to sell during the 2022 CIAA Fan Fest on the application. Applications cannot be revised after submission.

(q) The CIAA Fan Fest will not grant exclusivity to any vendor, nor will be held liable or chargeable with the loss in sales, income, resale, or commissions of the vendor.

(r) Vendors are directly responsible for all applicable tax and permit fees due during regular business consistent with local, state, and federal laws/regulations.

(s) Vendors are not permitted to sell food and beverages of any kind.

4. NOTICES

All notices, requests, demands, and other communications under this Agreement will be in writing, and will be deemed to have been duly given two (2) business days after having been sent by registered or certified U.S. mail, return receipt requested, postage prepaid, to the applicable party's address as set forth in the preamble of this Agreement (as the same may be amended by such party upon written notice to the other).

5. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

Licensee acknowledges and agrees that all intellectual property rights associated with or related to the Event, including, without limitation, all copyrights, patents, trademarks, trade names, inventions, know-how, and trade secrets associated with the Event (collectively, the "Intellectual Property Rights"), are and will remain at all times the sole and exclusive property of the CIAA and its affiliates. Licensee will have no right, title or interest in the

Intellectual Property Rights and agrees to take no action inconsistent with Van Wagner Sports & Entertainment Intellectual Property Rights.

6. MISCELLANEOUS

This Agreement will be governed by and construed in accordance with the laws of the State of Maryland. This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous writings, negotiations, or understandings with respect thereto. No modification or addition to this Agreement will have any effect unless in writing and signed by duly authorized representatives of both parties. Licensee may not assign, in whole or in part, its rights, or obligations under this Agreement, either voluntarily or by operation of law, without the prior written consent of Van Wagner Sports & Entertainment. Neither party will be held responsible for any failure to perform which results from a strike, riot, act of terrorism, requirement imposed by law or regulation, flood, hurricane, tornado or other act of God, war, or civil disturbance.

The CIAA Fan Fest nor Baltimore Convention Center are responsible for any items left, including freight.

BALTIMORE CONVENTION CENTER VENDOR DETAILS

All Convention Center Booths must be **assembled and ready for display by 11:00 am Friday, February 25, 2022 (time subject to change)**. Failure to open and operate your booth at all hours scheduled will forfeit rights to the booth for the remainder of the tournament.

Everything must be removed from the Convention Center by Saturday February 26, 2022, at 11:59 p.m. **(time subject to change)**.

The Central Intercollegiate Athletic Association, its members, employees, agents, and Director of Vendor Operations shall not be held responsible for any loss or damage to personal property or merchandise due to loss, theft and damage caused by the act of God or another unforeseen occurrence. Vendors shall hold the CIAA Fan Fest and Director of Vendor Operations harmless from all claims arising out of loss or damage to such personal property or merchandise.

The CIAA Fan Fest and Baltimore Convention Center reserve the right, in their sole discretion to adjust the layout and placement of vendor spaces as needed.

Each vendor booth will be furnished with aluminum supports and side dividers from which drapes are suspended, signage (booth number and exhibitor's name), two chairs and a table. Please note that table drapes and table covers are not provided. No booth sides should exceed 6" in height.

All booths must be maintained within the allotted vending area. Vendors are expected to keep their exhibit booths clean and attractive always

VENDORS MAY NOT ASSIGN, SUBLET, RESELL OR SHARE SPACE ALOTTED WITHOUT THE KNOWLEDGE AND CONSENT OF VAN WAGNER SPORTS & ENTERTAINMENT. FAILURE TO COMPLY WITH THIS RULE WILL FORFFEIT THE RIGHT TO BE AVENDOR.

Sound devices or any noise-making machines must be conducted or arranged so that the noise resulting from demonstrations will not annoy or disturb adjacent participants. Operating methods of such devices must be approved before the event opens.

Outside food or drink is not permitted within the booth space while Fan Fest is open to the public. Outside appliances to include microwave or mini refrigerator are not allowed in the arena.

Acts of God, war, fire, strike or in the event any outside causes such as any agencies, organizations, institutions, or persons not party, or privy to this lease or other emergency prevents the CIAA Basketball Tournament and CIAA Fan Fest from being held, the CIAA will not be held responsible.

The Vendor Area will be monitored by Security throughout the event period. The CIAA is not responsible for any items left in the pavilion during exhibit or non-exhibit hours.

ANYONE UNDER THE AGE OF 18 YEARS OLD WILL NOT BE PERMITTED TO OPERATE VENDING BOOTH(S). FAILURE TO COMPLY WITH THIS RULE, WILL FORFEIT YOUR RIGHT TO BE A VENDOR AT THE CIAA FAN FEST AND/OR ANY FUTURE CIAA EVENTS. VENDOR APPLICATIONS WILL NOT BE ACCEPTED ON SITE. NO EXCEPTIONS.

Registration will be accepted if space is available in the Vendor Area. Once application and payment are received, all vendors will receive an Exhibitors Kit which will detail shipping information.

ALL FEES ARE NON- REFUNDABLE. AN INVAILD CREDIT CARD NUMBER, EXPIRATION DATE, AND/OR INSUFFICIENT CREDIT LIMIT MAY RESULT IN YOUR REQUEST BEING CANCELLED.

I have read, do acknowledge, and will abide by these guidelines.