## National SCRABBLE® Championship Vendor Agreement

This agreement, by and between North	American Word Game	Players Association	dba North American	SCRABBLE <sup>®</sup>
Players Association, a Texas non-profit of	corporation, with offices	located in Dallas ("N	[ASPA"), and	
, a	, with offices located at	,	,	
("Vendor"), is dated and effective as of _		<u>-</u>		

WHEREAS, NASPA is the organizer and sponsor of the National SCRABBLE® Championship tournament, to be held on August 6-10, 2011, at Hotel Intercontinental, 15201 Dallas Parkway, Dallas, TX 75001 (the "2011 Tournament"); and,

WHEREAS, NASPA provides access and space to vendors for the display and sale of goods by vendors at the 2011 Tournament and Vendor desires to utilize such space for such purposes;

NOW THEREFORE, for and in consideration of the mutual 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. Vendor may use: a) one table at no charge; and, b) up to five (5) additional tables at a charge of \$100 per table, which amount shall be paid by Vendor to NASPA no later than forty-five (45) days prior to the commencement of the 2011 Tournament. No table shall exceed 8-feet by 3-feet in size nor 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 2011 Tournament. Accordingly, Vendor shall submit to NASPA, not later than seven (7) business days prior to the commencement of the 2011 Tournament, a list of all items proposed by Vendor to be displayed and sold at the 2011 Tournament. NASPA shall notify Vendor not less than two (2) days prior to the commencement of the 2011 Tournament of the disapproval of any items proposed to be so displayed and sold; provided, however that NASPA reserves the right to require Vendor to remove any items that: a) were not included on the above-described list; and/or, b) are deemed "inappropriate", all in the sole and exclusive discretion of NASPA.
- 3. Vendor shall be permitted to display signage only in location and manner described below:
- a) Vendor advertisements and signage are limited to the size of the front of the tables used by Vendor, not to exceed the height or width of the table. Any signage behind the table is subject to the same limitations. The top of any signage is not to be any higher than the level of the table top. No signage or other display materials shall be permitted to be placed on any wall;
- b) Provided that the total area permitted to be used by Vendor (inclusive of all tables and signage) does not exceed 48 feet in length, 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 2011 Tournament is held, nor NASPA, nor any of its 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.
- 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 2011 Tournament and, in such event, Vendor will be directed to immediately remove its merchandise, tables and/or signage.

6. NASPA reserves the right to modify the layout or dime to commencement of, or during, the 2011 Tournament, in its sol	
EXECUTED THIS DAY OF	, 2011
North American Word Game Players Association dba North American SCRABBLE® Players Association	(Vendor name)
By: Name: Title:	By: Name: Title:
Total number of tables/signage space:	_
Total in excess of first table:x \$100.00 = \$	(included with signed agreement)