

## National SCRABBLE® Championship Vendor Agreement

This agreement, by and between North American Word Game Players Association dba North American SCRABBLE® Players Association, 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 National SCRABBLE® Championship tournament, to be held on July 20 - 24, 2013, at the Riviera Hotel and Casino, Las Vegas, NV (the “2013 Tournament”); and,

WHEREAS, NASPA provides access and space to vendors for the display and sale of goods by vendors at the 2013 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 2013 Tournament for the sole purpose of displaying and selling goods. NASPA shall assign Vendor’s Booth in its sole and absolute discretion on or before July 18, 2013, and shall reference such location on an exhibit, which exhibit shall be attached hereto and incorporated herein by reference. In such Booth, Vendor may use up to five (5) tables, at a charge of \$100 per table, which amount shall be paid by Vendor to NASPA together with a copy of this Agreement executed by Vendor. Tables shall be “cafeteria” type tables, and shall be of such size(s) as are available from the Riviera Hotel and Casino (the “Hotel”). 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 2013 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 2013 Tournament, a list of all items proposed by Vendor to be displayed and sold at the 2013 Tournament. NASPA shall notify Vendor as early as possible, but not less than two (2) business days prior to the commencement of the 2013 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. Subject to any restrictions imposed by the Hotel, Vendor shall be permitted to display signage only in the 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. Vendor may also make use of table stand signage no larger than 10” x 13” (multiple table stands are permitted). 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.

c) All signage used by Vendor shall be subject to removal if, in the sole and absolute discretion of NASPA, the signage is distracting or otherwise interferes with the smooth operation of the 2013 Tournament. The decision of NASPA in this regard will be final and binding on Vendor.

4. Neither the Hotel, 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, the Hotel, their respective 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 2013 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, without refund, of its right to display and sell merchandise at the 2013 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 dimensions of the vendor or tournament area at any time prior to commencement of, or during, the 2013 Tournament, in its sole and absolute discretion.

7. Vendor shall comply with all applicable federal, state, and local laws, and policies of the Hotel, in conducting business at the 2013 Tournament, including but not limited to obtaining any applicable sales or vending licenses required to conduct Vendor’s activities and collection of sales and/or use taxes, if required. Vendor shall indemnify and hold harmless NASPA, the Hotel, and their respective officers, directors, agents, employees, and any other party claiming through or under them, or either of them, from any and all liability arising out of the conduct of Vendor’s activities at the 2013 Tournament.

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

- 1 table (amount due: \$100.00)
- 2 tables (amount due: \$200.00)
- 3 tables (amount due: \$300.00)
- 4 tables (amount due: \$400.00)
- 5 tables (amount due: \$500.00)

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 North American  
SCRABBLE® Players Association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Vendor:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_