



American Maltese Association

2011 Vendor Form

The 2011 American Maltese Association ("AMA") National Specialty will be held in Ft. Worth Texas, at the DFW Marriott Hotel and Golf Club at Champions Circle. All tables will be located in the open Foyer area in front of the main ballrooms. Every table will have a great location.

The fee for all three days is \$200 for each eight foot table. Please secure your reservations early as space is limited. Space Assignments will be made by the Vendor Chair. We can only reserve your space upon receipt of full payment which must be received by February 28, 2011.

The hotel will provide each vendor with an 8x2 foot table draped with a full length skirt. We have designed the area to include space both between you and other Vendors and behind your area. The spaces are along the walk-way with a wall behind you. Please see the exhibit attached.

Electric outlets will be supplied in designated areas to share. No electric cords may run across any walk-way to connect to a power outlet. Power outlets are limited.

The Hotel will permit vendors to ship items to the hotel with the following restrictions:

- Boxes may be shipped not more than 72 business hours prior to the event. There is a handling fee of \$5.00 plus tax per item for all items that can be shelf stored. The fee for items such as pallets and crates will be \$25.00 plus tax per item.

- All boxes should be shipped to the hotel *in care of the Event Manager for the American Maltese Association National Specialty*, and marked with the vendor's name or business name as a return address. You must clearly mark the boxes to be stored/held as part of the AMA Specialty. The hotel will store the boxes in a room set aside for AMA storage.

The DFW Marriott Hotel and Golf Club at Champions Circle will offer the AMA hotel room rate to all participating vendors. Please let the hotel know you are with the AMA block to get the discount. Reservations can be made by calling 1-888-236-2427.

Vendor cancellations will be accepted up to 60 days prior to the Specialty Event for one-half refund. Any vendor canceling after this 60 day period will be responsible for their full vendor fee. Fees collected for one Specialty may not be applied to the following year's Specialty.

Vendors may begin setting up at 5:00 PM on Wednesday, April 27, 2011. We have the space contracted until 5:00 PM on Sunday May 1, 2011.

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Neither the DFW Marriott Hotel and Golf Club at Champions Circle nor the AMA will take responsibility for lost or stolen items. *Vendors are required to provide proof of insurance with this application.*

HOLD HARMLESS AGREEMENT

This Agreement is made by and between the American Maltese Association (“AMA”) and the undersigned outside Independent Contractor (“Contractor”). The parties hereby agree as follows:

I. INDEMNITY:

A. Contractor, including, without limitation, its affiliates, agrees to indemnify, defend and hold harmless the AMA and its respective members, officers, agents, directors, employees, volunteers, members, affiliates, insurers, successors, or assigns (collectively, the “Indemnitees”) from and against all loss, claims, demands, actions or causes of action, liabilities, damages, fines, expenses, costs of whatsoever nature (including reasonable attorney’s fees and costs) whether by reason of death or injury to any person or loss of or damage to any property or otherwise (“Claims”) including Claims which may be asserted by third parties, arising out of, resulting from or in any way connected with, in whole or in part: (a) any breach of this Agreement by Contractor; (b) the activities of Contractor (or any of its employees, agents, exhibitors, guests, invitees or attendees) at the DFW Marriott Hotel and Golf Club at Champions Circle for the AMA 2011 National Specialty (“the Event”) or any related act or failure to act by Contractor or its agents (including but not limited to any omission or act taken or committed by Contractor in any way related to the Event).

B. Contractor agrees to carry contractual liability insurance to cover the Indemnitees for any claims arising from the indemnity provisions set forth in paragraph A above and provide the AMA a current certificate evidencing such coverage. Such insurance must name each of the Indemnitees identified in paragraph A above as an additional insured.

C. For the purpose of these indemnities, the activities of Contractor and its agents or employees at the Event shall be deemed to relate to Contractor’s activities pursuant to this Agreement whether or not such activities are within the scope of their agency or employment.

D. The AMA shall have the right to employ its own counsel and to assume its own defense in connection with any action or proceeding to which this indemnification, hold harmless, or defense obligation would be applicable, but the reasonable fees and expenses of such counsel shall be borne by Contractor and shall be paid when due.

II. INSURANCE:

A. Contractor understands that in order for it to provide services at the Event, Contractor must meet certain insurance requirements. A current certificate evidencing the below listed coverage is required and must be provided at least twenty (20) days’ before the Event.

- *Commercial General Liability:* Not less than \$500,000/\$1,000,000 combined single limit for bodily injury and property damage. This limit is subject to change based on the scope of work.

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- Employers Liability: Not less than \$500,000 combined single limit.
- Workers Compensation: In the minimum amount required by the applicable Workers' Compensation statute. In the absence of Workers Compensation insurance in Texas, evidence of an alternative employee benefit program must be provided, as well as proof that the company has legally non-subscribed to the applicable Workers Compensation Act.
- Property Insurance for Contractor's tools and equipment. In no event shall the AMA, its officers, directors, members, volunteers or agents be liable for any damage to or loss of personal property sustained by Contractor, whether or not it is insured, even if such loss is caused by the negligence of the AMA, its officers, directors, members, volunteers, or agents.

B. Contractor waives on behalf of its self and its insurers all rights against the AMA and its agents, officers, directors, members and volunteers for recovery of damages to the extent these damages are covered by its insurance regardless of deductibles and/ or limits, if any.

C. Such insurance must name the Indemnitees as an additional insured under the General liability policy.

D. Certificates of Insurance should be sent to the Vendor Chair. Failure to provide such insurance will prohibit Contractor from attending the Event.

This Agreement shall be governed by and construed in accordance with the laws of the state where the Event is located on the date this Agreement is signed. Notwithstanding termination or expiration of the Event, this Agreement shall continue to survive. This Agreement supersedes all prior agreements between the parties concerning the subject matter hereof and constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by both of the parties. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any proceeding or succeeding breach; any waiver is only valid if in writing signed by the party making the waiver. The headings and titles to the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to be a part of or effect the construction or interpretation or any provision hereof. This Agreement may be executed in two originals, each of which shall be deemed to be an original, and both such originals together shall constitute but one and the same instrument.

Neither party hereto shall be deemed to be the drafter of this Agreement and, if this Agreement is construed in any court or arbitration proceeding, said court or arbitrator shall not construe this Agreement or any provision hereof against either party as the drafter hereof. If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court or arbitrator of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provision of this Agreement, which shall otherwise remain in full force and effect. If any restriction

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or limitation in this Agreement is deemed to be unreasonable, onerous or unduly restrictive by a court or arbitrator of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible within the law of the State within which it is being construed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

AGREED AND ACCEPTED:

AMERICAN MALTESE ASSOCIATION

CONTRACTOR

Signature

Signature

Name: _____

Name _____

Title: _____

Title _____

Date _____

Date _____