

American Maltese Association National Specialty

VENDOR INFORMATION SHEET AND APPLICATION

The American Maltese Association's 54th National Specialty show will be at The Sheraton Crescent Hotel Phoenix, AZ on 5/20/2019 through 5/24/2019. The AMA invites and welcomes your company's attendance as a vendor.

TABLES

The vendor area is the open foyer in front of the grand ballroom where most of the events will be held. As this is an open area, merchandise will not be locked up each night. Tables are six feet in length and ample work space will be available behind each table. The hotel will provide tablecloths, full length skirts with two chairs per table. For any tables not adjacent to dividing walls, unstable stand up units behind tables are not permitted. Please speak with the vendor chairman for further clarification.

DATES & HOURS OF OPERATION

Vendor hours of operation will be:

May 20th - 11 AM to 6 PM

May 21st - 8 AM to 6 PM

May 22nd - 8 AM to 6 PM

May 23rd - 8 AM to 6 PM

May 24th - 8 AM to 3:30PM

Vendor set up time is May 20th, 2019 from 8:00 am to 11:00pm.

All vendors must vacate the vendor area by 7:00 pm May 24, 2019

FEES

To reserve your space.

The vendor fee for the entire 5 days of events is \$150 US funds and you will have two tables for your use. Reservations are held only upon receipt of full payment and required paperwork. Payment must be received by **May 1, 2019**, at the address below: Additional tables beyond 2 are \$50.00 per additional table.

POWER ACCESIBILITY AND SPACE ASSIGNMENT

Due to liability issues, no electric cords may run across a pedestrian area (i.e. in front of doors, exits, across the space from one side to the other), to connect to a power outlet. Power outlets are limited and must be shared. The space assignment will be made by the Vendor Chairman.

CANCELLATIONS

Vendor cancellations will be accepted up to and including **May 1, 2019**. Any cancellations after the cutoff date of **May 1, 2019**, will forfeit the entire fee. Fees collected for one Specialty may not be applied to any future Specialty.

ACCOMODATIONS

The **Sheraton Crescent** will offer the AMA group rate to participating vendors. The standard guestroom rate is **\$109** per night. Please notify the reservation agent you are with the AMA when booking rooms. Please book your room as soon as you know you will be attending, as rooms fill quickly.

SHIPPING AND STORAGE

The Hotel will permit vendors to ship items to the hotel. The following are the guidelines for packages and materials that are routed through the Shipping and Receiving Departments of the **Sheraton Crescent**:

Hotel does not have storage space for crates, pallets or large shipments. Any smaller materials to be sent to Hotel may arrive **no earlier than 3 days prior to 5/20/2018**.

Neither the AMA nor the Hotel will be responsible for any loss or damage to materials sent to Hotel.

Please contact the Hotel directly for information regarding oversize, overweight or specialized deliveries and specific procedures for shipping.

Normal delivery consists of any standard package delivery through normal carriers such as Federal Express, UPS, Airborne Express, etc. A storage rate will be charged to all guests that have packages stored on the hotel property for more than 5 days. Any item stored more than 14 days shall be disposed of. Letters and small boxes (8" x 8" x 2") will be delivered to the Front Desk at no charge.

All packages/freight must be addressed to:

Your Company contact person, AMA Vending
2620 W Dunlap Ave.
Phoenix, AZ 85201

(Do not put any Hotel employee's name on the package)

Vendor Reservation Form

Number of 6' Tables to reserve _____ (1st two 6' tables, \$150, additional at \$50 each)

Business Name: _____ Business Phone: _____

Your Name: _____ Cell Phone: _____

Address: _____ Email address: _____

Products to sell:

Amount enclosed: \$ _____ **Make Checks Payable to American Maltese Association in US Dollars only**

Rate: 6 Ft Table Charge is \$150 for 2 table for entire event. Additional 6' tables - \$50.00

Space available on first come basis. **Reservation deadline is May 1, 2018**

Cancellations must be received by **May 1, 2018**, to receive full refund. Cancellations after **May 1, 2018** and/or no shows will forfeit entire fee.

Please mail or email the following (check list) to Vendor Chair:

**Sharon Pearson, AMA Vendor Chair
PO Box 345, Eads, CO 81036**

- signed completed AMA 55th National Specialty Vendor Reservation Form
- signed 'Hold Harmless Agreement'
- proof of liability certificate for the 54th AMA event
- check or money order for the total amount for the number of tables reserved

A reservation will not be made, a space will not be reserved, and an application will not be considered complete unless:

1. the attached Hold Harmless agreement is signed and returned,
2. a proof of Liability Insurance certificate is received
3. a check for full payment in US funds
4. all documents and the check must be received at the address shown above by May 1, 2019.

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 and agents, 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 (collectively “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 Sheraton Crescent Hotel for the AMA 2019 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 the AMA 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 prevailing party in any mediation, arbitration or lawsuit regarding any term of this contract shall be entitled to recover attorney fees and costs from the other party.

II. INSURANCE:

A. Contractor understands that 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.
- *Employers Liability*: Not less than \$500,000 combined single limit.
- *Workers Compensation*: In the minimum amount required by the applicable Workers’ Compensation statute of the State in which the Contractor has its principle place of business.
- *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 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 AMA 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 as to claims arising directly out of this Event and/or a breach of this Agreement. 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 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 affect 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 one and the same instrument.

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 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.

Contractor acknowledges that it has had the opportunity to have this Agreement reviewed by an attorney and understands all provisions of this Agreement before such Contractor signs this Agreement.

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 _____