



Brickworld 2010 Vendor Agreement

Company Name _____ Phone: _____

Contact Name _____ Email: _____

Address _____

Description of Products _____

Tables requested @ \$100 per table _____ (*maximum of 5 total combined tables and racks allowed*)

Floor Rack* space requested @ \$100 per rack _____ (*vendor provides rack(s)*)

** - a floor rack is a customer accessible merchandise stand that sits directly on the floor. Floor racks are not allowed to be placed under the vendor table. Racks used for organization of merchandise and only accessible to the vendor on the vendor side of the table behind the table skirt are not considered floor racks for the purpose of this form.*

110 Volt Power requested (complimentary) Yes: _____ No: _____

1. Tables are 6 foot x 30 inch banquet tables with table cloth and skirt
2. Vendor space will not be reserved until full payment for table(s) and rack(s) is received in conjunction with receipt of payment for as least one event attendee and a completed & signed vendor agreement is received by Brickworld (email: Kathie@brickworld.us as an attachment, US mail: Brickworld, PO Box 7114, Fishers, IN 46037 or FAX 847-272-7292). There is a limited amount of vendor space available. It will be allocated based on date of receipt of payment and the signed vendor agreement.
3. Vendor payment and agreement deadline is May 1, 2010
4. For cancellations, a 50% refund will be provided for cancellations prior to May 27, 2010. For cancellations on or after May 27, there will be no refund. If there is not enough space to accommodate vendor reservation, the vendor shall receive a 100% refund.

Vendors shall abide by the attached rules & requirements. Brickworld is a fan event. While we are pleased to provide vendors services to the attending fans and public, vending is not the focus of the event. Therefore, we ask that you police yourself to these rules. If vendors are found in violation of the rules or the spirit of the event, actions up to and including immediate dismissal from the event may be taken.

Authorized Vendor Representative Signature

I agree to abide by the rules & regulations listed herein.

Signature: _____ Date: _____

Title: _____

Vendor Rules & Requirements

1. **Exhibits & Conduct:** All exhibits will be to serve the interest of Brickworld and will be operated in a way that will not detract from other exhibits, the exhibition, or the convention as a whole. Brickworld management reserves the right to request the immediate withdrawal of any exhibit that they believe to be injurious to the purpose of Brickworld. Management reserves the right to refuse to admit and eject from the exhibit building any objectionable or undesirable person or persons. The use of sideshow tactics or other undignified methods considered by Brickworld to be objectionable are expressly prohibited in the exhibition area and in any meeting room. Vendor supplied racks for floor or to sit on table must have a professional look. No bare wood racks are allowed. All vendor personnel that work at the vendor booth are required to be registered Brickworld attendees and not public day visitors or non-paying guests. Brickworld badges must be worn by all vendor personnel on the upper chest on their outermost shirt/jacket so that the badge is visible at all times in the event hall. Vendor items for sale shall be displayed on the vendor table or on a floor standing rack. No floor sitting bins are allowed for customer selection of merchandise regardless of their location relative to the vendor table.
2. **Product & Pricing:** The product sold by a vendor is solely the property of the vendor and not on consignment or being sold for others. The vendor shall not act as a distributor. If a vendor purchases damaged retail kits as special deals LEGO provides to Brickworld attendees these kits will not be resold at Brickworld for more than a 20% markup from the price paid at the LEGO store. (ie - If a \$100 retail set is purchased for \$50 at the LEGO Store, then it can be sold for \$60 MAXIMUM at the event.). No kit currently available from LEGO shall be sold for more than the LEGO retail price at the event. All products for sale at Brickworld shall be original LEGO product, made from original LEGO product or custom accessories designed for use with LEGO products.
3. **Booth Hours:** Vendor displays and booths shall be open for all public hours at a minimum and remain set up and open until the conclusion of public hours on the last day of the event. Vendor booths manned by a single individual may be closed for reasonable break and lunch periods during public hours if necessary.
4. **Fire, Safety & Health:** The vendor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. Only fireproof materials may be used in displays and the vendor must take all necessary fire precautions. No combustible material will be stored in or around exhibit booths. Specific questions should be directed to the Wheeling Fire Prevention Bureau at (847) 459-2669.
5. **Liability & Security:** Brickworld makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each vendor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times. Brickworld will not be liable for loss or damage to the property of vendors or their representatives or employees from theft, fire, accident or other causes. Brickworld will not be liable for injury to vendors or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and vendors will indemnify and hold harmless against such claim. Vendors shall be fully responsible to pay for any and all damages to property owned by the Hotel, its owners or managers which results from any act or omission of Vendor. Vendor agrees to defend, indemnify and hold harmless the Hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from or arising from or out of the Vendor's use of the property. Vendor's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Vendor, its agents, employees, and business invitees which arise from or out of Vendor's occupancy



and/or use of the exhibition premises, the Hotel or any part thereof. The Vendor understands that the Hotel does not maintain insurance covering the Vendor's property and that it is the sole responsibility of the Vendor to obtain such insurance. The vendor assumes all liability for any damage to the facility's floor, walls, lighting fixtures, etc. as a result of vendor negligence. The vendor will abide by and observe all laws, rules, regulations and ordinances of any governmental authority and of the contracted facility. The vendor will save Brickworld, its Board, members, staff, and representatives, the city of Wheeling, and The Westin North Shore Hotel harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within the The Westin North Shore Hotel or property adjacent thereto occasioned by any act, neglect or wrongdoing of the vendor or any of its officers, agents, representatives, guests or employees, invitees or other persons permitted by the vendor upon the premises, and the vendor will at its own cost and expense defend and protect Brickworld, the city of Wheeling and The Westin North Shore Hotel against any and all such claims or demands. Each vendor shall be responsible for securing and maintaining the following insurance coverage at the vendor's expense: (a) Workman's compensation insurance coverage for exhibitor's employees which shall be in compliance with the laws of the State of Illinois; (b) Other Insurance: Each vendor acknowledges that it is responsible for obtaining any additional insurance coverage solely at its own expense, in such amounts as it deems appropriate to comply with its obligations hereunder and for its own protection.

6. **Violation:** Violation of any of these Rules and Regulations by the exhibitor or his or her employees or agents shall at the option of Brickworld forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to Brickworld all monies paid or due. Upon evidence of violation, Brickworld may take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that Brickworld may incur thereby.
7. **Sales Tax:** As required by the State of Illinois, Brickworld (the event organizer) provides a list of vendors to the state of Illinois within 20 days of completion of the event. Brickworld will provide Illinois Form IDOR-6-SETR. For more information, please visit the following web site:
<http://www.revenue.state.il.us/Individuals/SalesandRelated/fairs.htm>
8. **Severability:** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

If you have questions, please contact Kathie Bonahoom, Event Coordinator at the following email address:
kathie@brickworld.us.