



INTRUST Bank Arena
Wichita, KS
January 24-28, 2024

VENDOR APPLICATION & CONTRACT

STEP 1: VENDOR INFORMATION (PLEASE PRINT CLEARLY)

COMPANY NAME (VENDOR): _____ DATE: _____

NAME FOR PRINTING ON BOOTH SIGN: _____

ADDRESS: _____ CITY: _____ ST: _____ ZIP: _____

PHONE: () _____ EXT: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____ TITLE: _____

The parties to this agreement include Vendor and the Wichita Local Organizing Committee (WLOC). This agreement is entered into on the date first set forth above between WLOC and Vendor. WLOC is responsible for organizing, managing and operating the event. Now, therefore, in consideration of the forgoing, and the mutual promises, representations set forth below, the parties agree to all of the terms and conditions set forth on the back of this form, Exhibit A, pursuant to which Vendor shall purchase the following services from the WLOC

STEP 2: VENDOR PACKAGES

BOOTH

PRICE

***Vendor booths can be set up on Tuesday, January 23 from 8am to 5pm. Or on Wednesday, January 24 from 8am to 2pm. They can be taken down after 12pm on Sunday, January 28.**

SINGLE (1 table, 2 chairs)

\$600

DOUBLE (2 tables, 4 chairs)

\$800

I need electricity for the booth.

****Dates/time subject to change due to final event schedule**

I'm a college or university wanting an informational booth.

Call Jessica Buettgenbach to get your fee waived. (1/2 table, 1 chair)

*Contact us if you would like additional booth space at Wichita Ice Center as space is limited.

STEP 3: PAYMENT INFORMATION

a. SIGN AND EMAIL both pages of this agreement to jbuettgenbach@visitwichita.com or 316-660-6331.

b. MAIL both pages of this agreement to: Visit Wichita, 515 S Main St, Suite 115, Wichita, KS 67202.

Include payment plans:

Invoice Me

Pay by Credit Card (Call 316-660-6331)

Amount Due: \$ _____

Company Name: _____

First and Last Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

I, the undersigned, understand this Application will become a binding contract upon acceptance by the WLOC and is subject to the items stated in the Contract Terms and Conditions.

SIGNATURE _____



Jessica Buettgenbach, Visit Wichita Sports Event Manager
515 S. Main, Suite 115 • Wichita, KS 67202 • 316-660-6331
VisitWichita.com • jbuettgenbach@visitwichita.com



EXHIBIT A: CONTRACT TERMS & CONDITIONS

A. Payments: Wichita Local Organizing Committee (WLOC) is not required to provide any booth space unless this signed Contract is received by WLOC, Vendor completes its booth at least one hour prior to the opening of the beginning of event, and WLOC receives Vendor's payment of all amounts due for the service reflected on the front hereof no later than 15 days prior to the event. There will be no refunds on deposits or payments. In the event that the event is canceled for reasons unrelated to the Vendor's conduct, WLOC will refund the entire amount of the deposit previously made by Vendor. Such refund will be complete and full compensation for the cancellation of the event and Vendor will not be entitled to recover any damages or costs other than such refund. Vendor will pay all costs of collection, including reasonable attorney's fees and returned check expenses, and interest shall accrue on the total amount at 18% per annum on all amounts not paid by Vendor to WLOC when due. If no notification in writing of cancellation has been received 30 days prior to the event, Vendor will be held financially responsible for the space rental.

B. Limitation of Liability: Vendor hereby expressly releases WLOC members, their staff and board of directors, Sedgwick County and sponsors of event from any liability and waives any and all demands, claims, and causes of action in law or in equity, related to any defect deficiency, failure or impairment of utilities or other facilities, including water, heating, electricity, ventilation, refrigeration or other mechanical systems failure; the conduct, negligence or claims of any Vendor, or attendee; and any fire, flood, strike or weather or other act beyond the control of WLOC.

C. Vendor Space: WLOC reserves the right to reposition location of Vendor booth in advance of the event for any reason it deems necessary, although WLOC will attempt to fulfill any reasonable requests for booth location.

D. Booth Installation: Booth setup is the full responsibility of the Vendor. Vehicles must be removed from the loading area as soon as unloaded. All exhibits must remain assembled and staffed throughout event hours until the official closing time. Vendor shall not disassemble its display prior to the closing of the show to prevent disruption. Vendor shall be solely responsible for Vendor's display and Vendor's personal property, including products, furniture, equipment, records, written materials, computers, exhibits and signs. Vendors agree to comply with city and state laws, ordinances and regulations, and regulations of INTRUST Bank Arena covering fire, safety, health and other matters. Vendors will load in on Tuesday, January 23 from 8am to 5pm or Wednesday, January 24 from 8am - 2pm. Vendors can load out on Sunday, January 28 after 12pm.

E. Insurance: Vendor shall have and maintain in force, at Vendor's expense, replacement cost insurance for all of Vendor's personal property located anywhere at or near event site. Such insurance shall provide for loss, damage or injury due to theft, fire, act of God and any other casualty. WLOC shall not have any liability for the protection, care or maintenance of any property belonging to Vendor.

F. Booth Authorized Representative: Vendor must designate one person as its authorized representative at the booth. Any written or verbal notices given to the authorized representative shall be deemed received by the Vendor.

G. Indemnification: Vendor assumes liability for all content, including text, design, characters, software, representations, and illustrations of its advertising and booth, and hereby indemnifies and holds WLOC harmless from any damages, cost, liability or claims related thereto, including, but not limited to, claims of defamation, libel, slander, copyright infringement, trademark infringement, patent infringement, unfair competition, fraud or false advertising. Vendor indemnifies WLOC from any damages, costs or liability related to any claims by individuals who are injured as a result of negligence by the Vendor. In addition to indemnifying and holding WLOC harmless, Vendor hereby covenants and agrees that any claims it may have against WLOC shall be limited to the amount which the Vendor has paid for the purpose of exhibiting under this Contract.

H. No Guarantee of Results: WLOC does not warranty or guarantee any particular results of the show, nor does it guarantee a particular number of Vendors or attendees.

I. Dispute: In the event of any dispute related to the terms of this Contract, the agreement is to be submitted to the jurisdiction of the District Court of Sedgwick County, where venue will be proper. The prevailing party shall be entitled to recover costs and attorney's fees. This Contract shall be interpreted and construed pursuant to the laws of the state of Kansas.

J. Complete Agreement: This Contract incorporates and constitutes the full understanding of the parties and supersedes any and all prior agreements, understandings or representations. The parties hereby agree that there are no other understandings or agreements which are not contained in this Contract.

K. Notices: All notices between WLOC and Vendor shall be in writing and shall be deemed delivered when actually received by hand delivery, fax transmissions, email, or by United States certified mail, return receipt requested.

L. No Partnership: This Contract shall not be construed to create a partnership or otherwise create any relationship or agency. No party may act on behalf of another without receiving written authorization.

M. WLOC Authority: WLOC shall have the right and authority to modify various conditions of the event, including the times and content of various components of event, and times which attendees may view booths.

Booth Authorized Representative:

Name: _____ **Date:** _____

Signature: _____