



**BRIGHAM YOUNG UNIVERSITY
VENDOR'S CONTRACT FOR SPACE
IN CONJUNCTION WITH THE
Conference on Family History & Genealogy
July 30 – August 2, 2019**

Firm: _____

Representatives (2 per booth): _____

Email: _____

Phone: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

The undersigned Exhibitor / Vendor desires to exhibit at the Conference on Family History and Genealogy at Brigham Young University and agrees to the following conditions:

1. The Exhibitor hereby contracts for _____ booth space(s) in the BYU Conference Center, Provo, Utah, for the purpose of displaying and demonstrating equipment, goods, or services manufactured, distributed, or sold.
2. Booth fee includes an 8.5 x 11 advertisement page in the printed conference program. Please send a black and white ad to faith_bleak@byu.edu by **Wednesday, May 29, 2019**. Ads submitted after this date cannot be included in the program.
3. Exhibitor hereby tenders **\$199.00** per **3-day** booth space, which is the rental per booth space for the dates of **Tuesday, July 30 – Thursday, August 1, 2019**. All vendors will be located in the open-air atrium of the new Harman building.
4. **Vendors will be responsible for making their own sales. All transactions must take place at the exhibitor's assigned booth. Vendors are responsible for all sales tax. If you are making sales at your booth, please provide your EIN here:** _____
(If you do not have an EIN, you may submit your SSN or driver's license number with date of birth)
5. Each exhibit space will include a 3' x 6' table and two chairs. The total space allotted to each individual booth space is 5' x 9'. However, more than one booth space may be purchased and combined if available. All other equipment, extension cords, signs, decorations, table covers, and draperies are to be provided by the exhibitor. **NO PRODUCTS, POSTERS, EXHIBITS, BACKDROPS, OR ANY OTHER MARKETING OR DISPLAY ITEMS OR BOOTHS WILL BE ALLOWED OUTSIDE ANY RESPECTIVE VENDOR'S CONTRACTED BOOTHSPEACE.**
6. **Please mark if needed:** Exhibitor, will _____ need an electrical outlet.
No charge.
7. Exhibitor requests _____ 1-hour time slot(s) as a presenter for a

lunch seminar (between the hours of 12:30 and 1:30 p.m.). Time slots assigned on a first come, first served basis and as deemed most conducive by the Exhibit Manager. (*Additional \$25 fee for this option*).

8. Exhibitor shall arrange and completely install exhibit in the space allotted between 6:30 and 8:00 a.m. on the first day they have their booth reserved, Tuesday, July 30, 2019. Space contracted for and not occupied for exhibit purposes by 9:00 a.m., July 31, 2019, shall be let and occupied in any manner and for such purposes as the Exhibit Manager may see fit and, in such an event all payments made under an exhibitor's contract shall be retained and the contract shall be terminated.
9. Exhibitor shall not assign or sublet the space allotted and shall not permit another firm or entity to share the contracted space either with or without charge.
10. The Exhibit Manager is the duly authorized agent of BYU and has the absolute right to assign and reassign all space so as to best meet the needs of BYU. All aisle space is under the control of the Exhibit Manager and shall not be used for exhibit, demonstration, or sales purposes.
11. Exhibitor acknowledges that the space subject of this Agreement shall at all times be subject to inspection by BYU and the Exhibit Manager. The Exhibit Manager has the absolute right to remove, relocate, or eliminate any inappropriate or objectionable exhibits, persons, advertisements or any feature of an exhibit which detracts from the conference or which are inconsistent with the values and mission of BYU.
12. Security for any and all Exhibitor's equipment, materials, or products is the sole responsibility of each respective Exhibitor. BYU will not be held responsible for theft or vandalism.
13. All exhibit materials and fluids that are flammable shall be kept in safe containers. Open flames, butane gas, oxygen tanks, and similar flammables and flammable devices are not permitted without the express written permission of the local fire department and Brigham Young University, which permission may be withheld at the sole discretion of either the local fire department or BYU.
14. All exhibits shall be completely removed by 6:00 p.m., Thursday, August 1, 2019. All installation and removal of exhibits and materials shall be at exhibitor's sole cost and expense. Exhibitor is responsible for the delivery of its equipment and/or display materials to the Conference Center and for the complete removal of that equipment and/or display materials. If exhibitor fails to remove its equipment and/or display materials, the exhibitor hereby authorizes BYU to remove the equipment and/or display materials, and the exhibitor guarantees to pay any and all charges incurred for removal and disposal.
15. In accordance with state law, smoking in the exhibit area or within the BYU Conference Center is not allowed. Smoking on the BYU campus is also not allowed. Alcoholic beverages, coffee, and tea are forbidden on BYU campus. Exhibitor agrees to abide by these and all other sections of the BYU Honor Code and Dress and Grooming Standards while on the BYU campus.

16. The volume of all speaker or audio equipment used within the exhibitor's area must be kept at a level inaudible beyond the exhibit booth. Signs, posters, and other advertising material must be confined to the exhibitor's assigned area.

17. Circulars or advertising material of the exhibitor may be distributed only in the booth assigned to the exhibitor presenting such material.

18. Exhibitor agrees to release BYU from any liability to Exhibitor arising from BYU's provision of space or equipment to the Exhibitor, except when attributable to the sole negligence of BYU. Exhibitor also agrees to indemnify and hold harmless BYU, its officers, directors, employees and agents and the sponsoring organizations and their agents against any and all loss, cost, damage, liability or expense, including reasonable attorney's fees, arising out of Exhibitor's occupancy and use of the space provided by BYU or any equipment or devices used by Exhibitor, except when attributable to the sole negligence of BYU.

19. Exhibitor agrees to indemnify and hold harmless Brigham Young University, the BYU Conference Center, the sponsoring organizations and all their agents against any and all loss, cost, damage, liability or expense arising from or out of violation of any law or ordinance, whether caused by the exhibitor or those holding under the exhibitor. The exhibitor also agrees strictly to comply with the applicable terms and conditions contained in this agreement. The exhibitor also agrees at all times to protect, indemnify, save, and hold harmless Brigham Young University, the BYU Conference Center, the sponsoring organization, and all their agents against and from any and all loss, cost, damage, liability, or expense arising from or out of any accident or other occurrence to anyone or anything, including the exhibitor, its agents, employees, business invitees and property, which arises from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises or a part thereof.

20. It is agreed that should Exhibitor fail to perform any of the terms and conditions of this Agreement, BYU may terminate this Agreement without providing Exhibitor a reasonable opportunity to cure the default.

21. Should any contingency beyond the reasonable control of BYU or its sponsoring organizations prevent holding of the conference, BYU and its sponsoring organizations shall not be liable for any expenses or damages incurred by the exhibitor and shall determine the amount of the exhibit fee, if any, to be refunded at BYU's sole discretion.

22. Exhibitor is responsible to comply with all applicable rules, regulations, laws and ordinances of any applicable federal, state or local government or agency.

23. This Agreement constitutes the entire agreement of the parties, and all prior agreements, written or oral, are incorporated herein.

24. Utah law governs this Agreement. In the event of a dispute, the prevailing party shall be entitled to collect its reasonable attorney's fees from the non-prevailing party.

25. ALL CONTRACTS AND MONIES MUST BE REMITTED BY FRIDAY, JUNE 7, 2019 TO GUARANTEE A BOOTH. BOOTHS WILL BE ASSIGNED ON A FIRST COME, FIRST SERVE BASIS.

26. In the event of a cancellation, a 50% refund is available on or before July 1, 2019. After July 1, no refunds will be given.

**(PLEASE MAKE CHECKS PAYABLE TO:
BYU CONFERENCES & WORKSHOPS)**

EXHIBITOR SIGNATURE / AUTHORIZATION:

Exhibitor encloses check in amount of \$ _____ -> OR <-

Dated this _____ day of _____, 2019

To pay with a credit/debit card, please call 801-422-8925 or visit familyhistory.ce.byu.edu.

By: _____

Title: _____

Phone: _____

Email: _____

PLEASE SIGN AND RETURN ONE COPY OF THIS AGREEMENT TO:

**Ann Baxter
Exhibit Manager, / Conferences & Workshops
Phone: (801) 422-4852
Email: ann_baxter@byu.edu**

**253 HCEB
Attn: Ann Baxter
Brigham Young University
Provo, UT 84602-7904**