



## Vendor Rules and Regulations

1701 American Royal Court, Kansas City, Missouri 64102 | (816) 569-4012

### 1. PURPOSE

The American Royal Association (“ARA”) provides the Marketplace as a supplement to American Royal events to provide a showcase for products and services that appeal to vendors and spectators.

### 2. GENERAL

The ARA shall have full authority of interpretation of these regulations. All commercial exhibit contracts, when executed properly, shall be considered a binding agreement. Vendors shall abide by Federal, State, and City ordinances and regulations.

### 3. APPLICATION APPROVAL

The ARA strives to provide visitors with a specific and targeted selection of popular and quality products, primarily with an agricultural focus. All applications will be reviewed for relevance to the ARA constituent base and all vendor approvals are at the discretion of the ARA. If your application is not accepted, your vendor fee will be refunded.

### 4. LIABILITY

The Vendor agrees that the ARA assumes no responsibility for damage, or theft to property, or any accident, injury, or mishap that may befall Vendor, its employees, and/or members of the public. The Vendor agrees to be responsible for, to hold harmless, indemnify and to defend the ARA, the City of Kansas City, Missouri, County of Jackson, Missouri, and their directors, officers, agents, employees and sponsors (collectively, the “Indemnified Parties”), from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission or neglect of Vendor, its agents, employees, invitees, contractors, sub-contractors, or guests which occurs on the grounds of the American Royal Complex (1701 American Royal Court, Kansas City, Missouri 64102), or any default or breach of this Agreement. The Vendor’s obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Indemnified Party when combined with other claims triggering the obligation to indemnify, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, the Vendor shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Indemnified Party. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney’s fees shall be covered by the Agreement to indemnify such parties for such fees set forth immediately above in this paragraph. This paragraph shall survive the termination or expiration of this Agreement. The ARA will NOT be responsible for any damage incurred if you request ARA equipment and/or employees to move your property during set-up or tear down of Vendor space.

### 5. INSURANCE

Vendors must provide a certificate of insurance **30 DAYS PRIOR TO MOVE-IN** with a minimum of \$1,000,000 combined single limit bodily injury and property damage, including product liability, which names the ARA and the City of Kansas City, Missouri as additional insured’s with the term of coverage to include move-in and move-out dates. The certificate must provide for a thirty (30) day written notice of cancellation and reduction in limits to the ARA. The certificates must be emailed to [marketplace@americanroyal.com](mailto:marketplace@americanroyal.com) or mailed to the ARA no less than 30 days prior to the show. Vendors may be included as an Additional Insured on the ARA liability policy for a fee of **\$100** – payable in advance with the initial vendor payment. This insurance cannot be provided if requested less than two weeks prior to move-in. Only one payment of \$100 is required if doing multiple shows. **VENDORS CANNOT MOVE IN WITHOUT A CURRENT CERTIFICATE OF INSURANCE ON FILE.**

### 6. ASSIGNMENT OF SPACE

Prior year vendors will be given priority of space requests if registered prior to July 31 of the current year. Otherwise, considerations will be given to the date a contract is received and the amount of space requested. The ARA establishes the boundaries for all booth spaces. Every effort has been made to ensure the accuracy of all information concerning floor plans; however no warranties, expressed or implied, are made with respect to the floor plan. If Vendor uses more space than allotted and paid for, Vendor will be expected to move inside space allotment or pay for the additional 10’x10’ of space. If the location of building columns, utilities, or other architectural components of the facility is a consideration in the construction or usage of an exhibit, it is the sole responsibility of the Vendor to inquire concerning the location of its space. The ARA reserves the right, in its sole discretion, to assign booth space, and will have the right to re-assign booth locations for overall betterment and appearance of the show. The ARA reviews its floor plan annually. Therefore, requests for booth space similar to past locations may not be feasible. However, every effort is made to consider location requests. Vendors must be registered through the ARA and only sell items out of their assigned space(s). Anyone found selling items without permission of the ARA or outside an assigned space may be fined in an amount two times the cost of a standard booth space and asked to leave the property.

### 7. PAYMENT

Payment is due in full 30 days prior to the event. If you need to discuss your payment, please contact the ARA at 816-569-4012 or [marketplace@americanroyal.com](mailto:marketplace@americanroyal.com). For any reason that payment has not been received prior to the event, the vendor will not be permitted to move in until payment is made in full. Credit card payments are subject to a 4% convenience fee.

### 8. CANCELLATION



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In case of cancellation of the contest or unavailability of the event due to any causes that are beyond the ARA's control, including, without limitation, such causes as war, governmental action or order, act of God, fire, flood, severe storm, strike, labor disputes, or other similar causes ("Force Majeure Event"), this Agreement shall terminate, and the vendor shall be entitled to the return of the fees for the registration, less the prorated share allocated to the ARA of the expenses incurred by the ARA in connection with the event as of the date of the Force Majeure Event. Refund of the Fees as provided in this section shall be the exclusive remedy of the vendor against the ARA in case the vendor is cancelled or rescheduled through a Force Majeure Event. In the event of cancellation or unavailability for reasons beyond the control of the ARA, vendor releases and holds all claims for damage and agrees that the ARA shall have no obligation except the above stated refund.

The ARA reserves the right to cancel an event for reasons beyond Force Majeure. If the ARA cancels an event, Vendors will be notified and offered a refund, less any non-refundable processing fees. If Vendor is participating in one single event that is cancelled, Vendor will be provided a full refund minus processing fees. If Vendor is participating in multiple events/full season and specific events are cancelled, Vendor will be provided a partial refund based on the events being cancelled. The ARA is not responsible for refunds for travel or other expenses not paid directly to the ARA.

### 9. REFUND POLICY

Requests for refunds must be submitted in writing and are subject to the discretion of the ARA. Marketplace vendors may be eligible for a refund if the ARA is able to fill their space with another vendor. Fees associated with space may be refunded, less a \$50 cancellation fee. Refunds will not be issued for events that are less than 10 days away. A rollover of funds for future events is not allowed.

### 10. BOOTH EQUIPMENT

If rental equipment is needed (drape and linens), Vendor must contract and make all arrangements and payments with George Fern Company for these needs. If Vendor opts to drape their space, they must be draped with an 8 ft. back drape and 3 ft. side drapes. Vendors cannot exceed the 8 ft. height limit of the booth. Displays, signs and products must stay 4 ft. or below in the front 5 ft. of the booth to allow maximum view of all Vendors.

Vendors are not allowed to set up any tents of any size in Grand Hall per the Kansas City, Missouri Fire Department's Fire Marshal Division.

### 11. CARE OF BOOTH SPACE

The ARA will arrange for the sweeping of aisles. Vendors will be responsible for the cleanliness of booth space. All signage must be professionally made and fit within booth dimensions without blocking the view of any other Vendor.

Vendor MAY NOT use nails, staples, hooks, tacks, or screws to erect any decorations, or adhesives, including tape, that would deface the walls, ceilings, floors, facilities and equipment contained within the Complex. Vendors may not place anything in the aisles during the show. Vendor will be expected to leave booth space in the usable condition as it was when moving in.

### 12. SIGNAGE AND DECORATIONS

There is no signage allowed outside of the assigned vendor booth space. This includes barns, walls, doors, windows, etc. Approved tape 3M 9589 (double side adhesive), 3M 471 (single side adhesive) and Gaffers tapes are the only approved products for booth markings and carpet applications within the facility. Applied tapes and any residue must be removed from all surfaces prior to move-out. Paint, shoe polish and unapproved tapes are not allowed to be used in the facility. No drilling of the structure is allowed. Any means of attachment must be non-destructive to the structure. Helium balloons are not allowed inside the facility. Glitter and adhesive-backed decals are not permitted in the facility or on the premises. All labor requirements for move-in/out, setup of display areas, etc. shall be the responsibility of show management and/or exhibitors and their service providers.

### 13. BOOTH ATTENDANTS

Each booth must be occupied by a representative during official show hours. If you are unable to staff your booth during show hours you must receive prior approval from the ARA.

### 14. MOVE-IN/MOVE-OUT

A move-in/move-out schedule will be provided prior to the event and upon request. Vendors are responsible for moving in and out within the timeframe outlined on the schedule unless prior approval has been given by the ARA. Vendors are responsible for move-in and move-out without the assistance of the ARA.

### 15. ELECTRICAL

Each 10' x 10' sq. ft. Vendor space will have access to one 110-volt/20 amp electrical outlet. **The ARA will provide every 10' x 10' space with one piglet.** No other electrical equipment including extension cords or power strips will be provided by the ARA. Special requests for electrical usage outside of the provided piglet must be made in writing 30 days prior to the move-in date.

### 16. INTERNET

Wi-Fi is not provided for Vendors during ARA events and cell phone service may be limited. The ARA recommends bringing your own personal hotspot, as the Kansas City, Missouri free Wi-Fi has limited speeds and capacity.

### 17. TAXES

A list of all Vendors at the ARA shall be furnished to the City of Kansas City and the State of Missouri upon their request. It is the Vendor's responsibility to complete the appropriate procedures for reporting and submitting all taxes due. Vendors are responsible for completion and submission of all necessary tax documentation.



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### 18. WEAPONS

No weapons are allowed on the property, including weapons carried by individuals with valid conceal and carry permits, per KCMO ordinance Article VIII. Section 50 – 269. KCMO adheres to a zero-tolerance policy regarding violence. Any person or persons engaged in violent acts will be removed from the property immediately.

### 19. PROHIBITED ITEMS

The selling of firearms, weapons, any service or good with reference to a political stance, alcohol, tobacco, drugs, and hazardous materials are prohibited at all of our events. Upon registration the vendor will provide a list of the services/products sold by the vendor. The final discretion of items being sold at ARA events is up to the ARA. The ARA has the right to ask a vendor to stop selling an item if it is seen in violation of this term.

### 20. ANIMAL PERMITS

The presence of non-service animals within the ARA Complex must be approved by the ARA Director of Facilities prior to arrival and must be permitted through KCMO Animal Control. If animals are present as part of a vendor space, a \$100 Animal Display Fee will be owed per vendor to KCMO Animal Control. The ARA is not responsible for coordinating or obtaining animal permits for vendors. Please fill out application using this link: <https://kcpetproject.org/wp-content/uploads/Animal-Display-Application.pdf>. An animal control permit application can be provided by ARA upon request. All service animals are welcome at ARA events, however, all

animals on the grounds must be within enclosure or on leash or lead.

### 21. PHOTO RELEASE

Please be aware that by participating in an ARA event, you consent to your voice, name, and/or likeness being used, without compensation, in any and all media or any other purposes by the ARA, its affiliates and representatives. You hereby hold harmless and release and forever discharge the ARA from all claims and demands related to the use of these images. This term can be modified upon written request of the ARA.

### 22. USE OF LOGO

The ARA has sole and exclusive right to produce, sell or give away products bearing its logo(s) and only its designated licensees may distribute such products.

### 23. RECOMMENDATIONS

Vendors are asked to follow all health and safety guidelines. By participating or attending the event, you are acknowledging that an inherent risk of exposure to contagious illnesses exists in any public place where people are present. You and any guests voluntarily assume all risks and agree to not hold the ARA, City of Kansas City, Missouri, County of Jackson; or any of their affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.

**24.** If the terms and conditions are updated, the vendor will be notified and required to review, sign, and abide by updated terms prior to being able to participate.

### AGREED BY:

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title \_\_\_\_\_

Signature \_\_\_\_\_