

Vietnam Helicopter Pilots Association

Vendor and Exhibitor

Policy, Rules, and Regulations

(Effective September 2001)

Eligibility:

Exhibit space at the Vietnam Helicopter Pilots Association (VHPA) annual reunion is available to both members and non-members alike on a first paid, first served basis. Preferred locations will be assigned first to those VHPA member firms which have participated as paid vendors in previous reunions, immediately followed by other firms which have participated as paid vendors at previous reunions.

Installation and Breakdown:

Installation of exhibits and booths may commence on the first arrival day of the reunion. They must be removed by the published date and time specified by the Vendor Coordinator. Detailed dates and times will be provided in the Vendor Contract for each reunion.

All exhibits, displays and booths must be assembled and fully operational at least 2 hours before the published opening hour of the vendor area. In the event any exhibit, display, or booth is not fully assembled and operational by the required time, the VHPA reserves the right to require the vendor to remove all exhibit, display, or other material from the vendor/exhibit area, and may repossess all rights to the vacated space. The vendor will be considered in default of the signed contract and will not be entitled to any refund for such vendor/exhibit space.

Hours and Manning of Exhibits:

A detailed schedule will be provided for each reunion location. All booths should be fully staffed during these hours. Exhibitors and vendors will have access during set-up and tear-down. On show days, exhibitors will have access during the hours that the VHPA registration center is open and up to one hour after the closing of the display area. The VHPA reserves the right to make limited changes to the above schedule.

Fees:

To cover the cost of the space, administrative staffs, and other related costs associated with vendor and exhibitor space, a fee will be charged on each applicant, whether they be individual, corporations, partnerships, VHPA Associated Organizations (formerly chapters), or other entities. The vendor/exhibitor fees shall be calculated and determined as follows:

Vendor's initials_____

Fees – Vendors (Direct Sales Orientated)

Vendors, VHPA Associated Organizations, and others whose purpose is to sell or market products or services:

1. The vendor will agree to pay to the VHPA within 30 days of the conclusion of the reunion 10% of the gross sales of all products, services, merchandise, and similar items that are sold at the reunion.

2. A vendor sales log will be required, prepared, and submitted to the VHPA Vendor Chairman prior to the vendor's departure from the reunion. This summary will itemize daily and total dollar sales, and the amount of commission due. In addition, the vendor agrees to submit quarterly report updates and payments due for special order merchandise sold to VHPA members during the reunion, but delivered later or with VHPA logos throughout the year.

3. In addition to the 10% fee outlined above, each vendor agrees to pay prior to departure from the hotel or exhibit area for any unique audio/visual equipment, easels, phone lines or other similar equipment/ services that are extra charge items by the exhibit/vendor facility. Arrangements for outside or dedicated phone lines should be made directly with the exhibit/vendor facility in conjunction with the local phone companies. Tables, chairs, access to power (bring your own extension cords), and tablecloths are often provided by the hotel at no cost. Check details in the contract package for local exceptions.

4. Space requirements will be honored to the maximum extent possible consistent with facility space restrictions. The VHPA reserves the right to limit allocated square footage.

5. An advance deposit check or credit card payment authorization in the amount of \$200 must accompany each contract submitted to reserve vendor space. This amount will be credited to the overall commissions due from the reunion sales log outlined in paragraph 2 above. If sales do not exceed the deposit, a refund for the difference up to \$100 will be provided. A minimum \$100 fee will be retained by the VHPA to help cover the cost of the space, mailing costs and set-up expense. Any refund requested against advance cancellations or no-shows are governed by the policy outlined in a separate heading below.

6. A late entry non-refundable supplemental fee of \$100 will be charged to any vendor/exhibitor who registers after June 1 in the year of the reunion. This fee is to cover the costs associated with reconfiguring the display/exhibit area after final commitments have been made to the exhibit facility.

7. A fee of \$50 dollars per month or fraction thereof may be paid for an advertisement on and hyper-link from the VHPA reunion web-site to a vendor web-page. Establishment of this link is subject to VHPA approval, and the vendor understands and agrees that the 10% fee outlined in paragraph 1 and 2 above shall be applicable to all sales obtained or secured over this link. Vendor agrees to provide a sales report of sales gained through the VHPA hyper-link at the end of the requested time for the link to be in place, or semi-annual intervals for long term links. A sales report format will be provided by the VHPA to the vendor for this purpose.

Vendor's initials_____

Fees - Exhibitors (Non Direct Sales Orientated)

1. The exhibitor agrees to pay to VHPA a fee of \$2 per square foot of space required, with the minimum purchase required of 100 square feet.
2. The VHPA reserves the right to adjust fees and requirements for special affiliated organizations (formerly chapters), museum, historical, or similar displays which have no trade, sales, or marketing endeavors, and in which in the sole opinion of the VHPA, the display would enhance the experience or education of the membership. Any material or information so distributed is subject to VHPA approval.
3. Each exhibitor agrees to pay for any unique audio/visual equipment, easels, phone lines, or other equipment/services that are extra charge items at the exhibit facility. Arrangements for outside or dedicated phone lines must be made directly with the exhibit/vendor facility in conjunction with local phone companies. Tables, chairs, access to power (bring your own extension cords) and tablecloths normally are provided by exhibit facility.
4. To reserve exhibit space a check or credit card payment authorization in the amount of \$200 must accompany each contract submitted.
5. A non-refundable late entry fee of \$100 will be charged to any exhibitor who registers after June 1 in the year of the reunion. This fee is to cover the extra costs associated with reconfiguring the exhibit area after final commitments have been made to the exhibit facility.
6. For a fee of \$50 dollars per month or fraction thereof the vendor may place an advertisement on and hyper-link from the VHPA reunion web-site to a vendor web page. Establishment of this link is subject to approval of the VHPA.

Non-Political Organization

The VHPA is a non-political organization that exists to foster the renewal and maintenance of friendships within the membership. No political statements or situations shall be made part of our reunion functions, including the vendor and exhibit areas. The VHPA reserves the right to reject without cause any request for space, displays, exhibits, or other membership contact that it deems to be in violation of our non-political posture, or that may be controversial in nature, disruptive to the overall purposes of the reunion, or otherwise might cause concern and discomfort to our membership.

Definition of Vendor or Exhibitor

For the purposes of securing display space, booths, and related square footage for use during the reunion, the terms "vendor" and "exhibitor" shall include all individuals, corporations, partnerships, limited liability companies, non-profit organizations, and others who might desire to market or display products, services, or historical items to the membership.

Vendor's initials_____

Security

The VHPA will arrange to have the hotel, exhibit hall, or other contracted location locked during non-exhibit hours. However, the VHPA assumes no liability for providing security, and does not provide security services to patrol or otherwise secure the exhibit area at any time. Exhibitors and vendors may at their own expense provide professional, licensed, and bonded security personnel or other measures they deem appropriate which are approved in advance by the VHPA. Written notification of specific individual security arrangements must be made to the VHPA Coordinator prior to June 1 in the year of the reunion. Further, the VHPA assumes no liability nor responsibility for vendor stations that are setup outside the area specifically designated as the Vendor Area (for example, an Exhibitor Area for VHPA Affiliated Organizations that is outside the Vendor Area).

As a matter of policy, no individual vendor or exhibitor shall be allowed to sleep, remain overnight, or otherwise occupy the Vendor Area from one hour after the display area closes to one hour before it reopens the next day.

Liability

The Vietnam Helicopter Pilots Association, its officers, directors, agents, and all organizations and individuals who are employed by the VHPA in connection with the annual reunion shall not be responsible for any loss resulting from accident, fire, damage, or theft of any exhibit, material, merchandise, or part of any display, or for any cause whatsoever, including accident or injury to exhibitors, their employees, agents, the public, and others prior to, during, or subsequent to the period covered by the vendor or exhibitor contract.

The vendor or exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and hold harmless the Vietnam Helicopter Pilots Association, their employees, agents, directors, officers, and members against all claims, losses and damages to persons and property, charges of any type, fines or attorney's fees arising out of or caused by the exhibitor's or vendor's installation, removal, and/or maintenance of its exhibits, displays, booths, or occupancy, or use of the premises or a part thereof.

The vendor or exhibitor further agrees to pay for any and all damages to the building or its equipment incurred through carelessness or otherwise caused by the vendor or exhibitor. In addition, the vendor or exhibitor agrees that the VHPA and the host hotel, exhibit hall, or other facility hosting the vendor or exhibitor does not maintain insurance covering vendor's or exhibitor's property.

Fire Regulations

All City, State, and Federal fire laws must be strictly observed. Wiring must comply with Fire Department and Underwriter rules. Aisles and fire exits cannot be blocked by exhibits, displays, or booths. No decorations of paper, pine bough, leafy decorations, or tree branches are allowed. All muslin, velvet, or other cloth decorations must stand a flameproof test as described by the local fire ordinances.

Vendor's initials _____

Vendor/ Exhibitor Badges:

Vendor Area only badges will be provided free of charge to all vendors and exhibitors upon request, and will entitle the bearer access to the Vendor Area during scheduled hours. VHPA membership reunion badges are totally separate and are provided per the normal enrollment procedures of the VHPA at prevailing rates.

Restrictions:

The formal notice of space assignment constitutes the completed agreement for the right to use the allotted space. In the event of fire, strike, or other circumstances beyond the control of the VHPA, which prevents the use of the vendor or exhibitor's space, the contract will not be binding. The vendor or exhibitor, by virtue of accepting the allocated space, accepts and agrees to the rules, regulations and exhibit/display hours published as part of each reunion, the policies and requirements outlines in this policy statement, and any other related vendor/exhibitor bulletins. The VHPA reserves the right to cancel the contract with any vendor or exhibitor at any time prior to or during the annual reunion.

No vendor or exhibitor shall assign, sublet, or share the whole or part of the space assigned without the knowledge and written consent of the VHPA. All demonstrations, sounds, advertising material, publications, etc., must be contained within the space assigned to the vendor or exhibitor. No displays, merchandise, products, services, signs, or other materials that are deemed in the sole opinion of the VHPA as obscene, anti/pro political, or otherwise controversial will be allowed. Aisles must be kept clear. Booth signs, listings, programs, etc., will carry only the name of the contracting firm unless other arrangements have been given prior written approval by the VHPA.

Cancellations

Vendors or exhibitors may cancel or reduce their exhibit space without penalty by submitting written notice to the VHPA timed to arrive no later than June 1 in the year of the reunion. No refunds will be made unless written notice of cancellation or reduction is received by June 1 in the year of the reunion or earlier. Certified mail with return receipt, or overnight services which require deliver receipts are strongly recommended, and the date on the delivery receipt will govern.

Exhibit Space Contract:

Vendors and Exhibitors are to return their completed vendor/ exhibit space contract and payments not later than June 1 in the year of the reunion to the VHPA Executive Committee Vendor Chairman at the address specified on the contract. Contracts received after June 1 in the year of the reunion are subject to a \$100 non-refundable supplemental late registration fee (see fee structure outlined above). No vendor or exhibitor will be allowed to setup without a signed contract with the appropriate advance fees attached.

Vendor's initials_____

Advance Shipping of Materials

Vendors and Exhibitors should make their own arrangements with the host hotel, convention center, or relevant exhibit area for any advance shipment of materials, supplies, and products. The VHPA is not responsible for the security, safety, or storage of these items, and will not accept any collect freight charges or other similar fees on the behalf of any vendor or exhibitor.

Use of VHPA Logos, Artwork, and Identification Insignia

The VHPA logos, related artwork, and identification insignias are registered trademarks and/or copyrighted material of the Vietnam Helicopter Pilots Association, and may not be utilized, reproduced, copied, or otherwise displayed in any way or fashion by any individual, corporation, partnership, VHPA Affiliated Organization, or other entity without the express written permission of the Vietnam Helicopter Pilots Association.

The VHPA REUNION logos, related artwork, and identification insignias are trademarks and/or copyrighted material of the Vietnam Helicopter Pilots Association, and may not be utilized, reproduced, copied, or otherwise displayed in any way or fashion by any individual, corporation, partnership, VHPA Affiliated, or other entity without the express written permission of the Vietnam Helicopter Pilots Association.

For those vendors or exhibitors who wish to make use of the foregoing protected information, a separate license and royalty agreement is available and must be completed, accepted by the VHPA, and the appropriate licensing provided prior to any duplication, copying, or other utilization of said protected information. Part of the approval process will generally include providing a physical sample (returnable), art rendering, or photograph as appropriate which depicts the definitive use, graphics style/ positioning, and overall scope of the utilization of the VHPA logo.

Vendor's initials_____

**Send to: Rich Buzen, VHPA Vendor Coordinator; 840 Rescue Drive; Rescue, CA 95672.
Tel 916-355-0603**