



NATIONAL BAPTIST CONGRESS

“A School of Methods for Christian Training”

Congress Theme: "Set Free" (Luke 4:18–19)

Vendor Guidelines and Application

P.O. Box 91145, Nashville, TN 37209-9145

Phone: 1-800-382-6772 • Fax: (615) 350-9018

www.nationalbaptistcongress.org

June 17–22, 2018

NO ON-SITE BOOTH REGISTRATION. REGISTRATION MUST BE RECEIVED BY JUNE 10, 2018.

VENDOR SCHEDULE

Memphis Cook Convention Center, Cannon Center, 255 N Main St, Memphis, TN 38103

Vendor Orientation	Monday, June 18, 2018, 11:00 a.m.–12:00 p.m.
Set-up for Vendors	Monday, June 18, 2018, 12:00 p.m.–9:00 p.m.
Vendor Dates	Tuesday–Friday, June 19–22, 2018
Vendor Times	Tuesday, June 19, 2018, 8:00 a.m.–7:00 p.m.
	Wednesday–Thursday, June 20–21, 2018, 8:00 a.m.–10:00 p.m.
	Friday, June 22, 2018, 8:00 a.m.–7:00 p.m.
Vendor Dismantling	Friday, June 22, 2018, 7:00 p.m.–9:00 p.m.

Terms and Conditions for Exhibiting at the National Baptist Congress (NBC)

Online registration and extended discounts are available at www.nationalbaptistcongress.org

The terms and conditions outlined herein have been established for the mutual benefit and protection of all Vendors, Visitors, and Congress Organizers and may not be modified unless in writing signed by both parties. The Vendor agrees to these terms and conditions as an integral part of this binding contract.

Please read the Terms and Conditions thoroughly, initial the bottom of each page, and complete and sign pages 5 and 6. Applications will be processed in the order received.

1. **Booth Reservation:** To reserve space to exhibit at the NBC, a signed agreement, full payment, and a sample of your return policy are required. Upon approval, your full payment will hold your space.
2. **Payments:** Online registration and payment options are available. Check, VISA, MasterCard, American Express, and money orders are acceptable forms of payment. **DO NOT SEND CASH PAYMENTS BY MAIL.** Payments received are non-refundable and non-transferable. **All checks must be postmarked by May 15, 2018.** Make check or money order payable to National Baptist Congress. All checks returned due to insufficient funds will be charged a \$25 insufficient funds fee, in addition to any fees charged by the banking institution. Do not send partial payments. All costs for collections, including reasonable attorney’s fees, accrued interest, and any other fees due, shall be the responsibility of the Vendor.
3. **Registration of Vendors:**
 - (a) All Vendors must register with the NBC and pay all fees.

- (b) The sales manager, or other authorized representative, must pick up badges for sales representatives.
- (c) Representatives of Vendor companies shall be permitted to enter the exhibit floor during the following hours:

Monday, June 18, 2018	11:00 a.m.–9:00 p.m.
Tuesday, June 19, 2018	8:00 a.m.–7:00 p.m.
Wednesday, June 20, 2018	8:00 a.m.–10:00 p.m.
Thursday, June 21, 2018	8:00 a.m.–10:00 p.m.
Friday, June 22, 2018	8:00 a.m.–7:00 p.m.
Dismantle	7:00 p.m.–9:00 p.m.

- (d) Access to the exhibit floor during hours not listed above is not allowed, unless otherwise stated by NBC management.
 - (e) Retailer badges will be provided by the NBC and are required for any Vendors needing entrance to the Exhibit Hall after the close of the exhibits.
4. **Vendor Space:** Every attempt is made to locate the Vendor booths as close to the general meeting areas as possible. Booths will consist of a draped table, two chairs, and a sign with the Vendor’s name. The booth number and location will be provided. Distribution of Vendor space will be assigned and given priority upon receipt of full payment and signed agreement. All booth space assignments are at the sole discretion of the NBC; however, the NBC will consider all requests made by paid Vendors. Vendor must surrender space occupied in the same condition it was in at the commencement of occupation.

5. Set-up and Dismantling:

- (a) Dismantling of Vendor booths will begin after the official closing of the exhibit floor at 7:00 p.m., Friday, June 22, 2018. All Vendor's materials must be completely removed by 9:00 p.m. Violation of this provision may result in the loss of Vendor's ability to exhibit at a future Congress.
- (b) Vendors shall be liable for all storage and handling charges resulting from their failure to remove Vendor's materials, crates, etc. by the stated deadline and shall pay all expenses incurred by such failure.
- (c) Children under the age of eighteen (18) are not permitted on the exhibit floor during set-up and/or dismantling.

6. Use of Vendor Space and Adjacent Public Space:

- (a) Vendors are required to keep at least one attendant in their booth during all show hours.
- (b) Vendor acknowledges that the NBC is designed to be an orderly and controlled event and its purpose is to present a serious, businesslike atmosphere for promotion of the Vendor's products.
- (c) Any device or activity deemed objectionable by the NBC is prohibited. No animals except for service animals are allowed in the Vendor or event space. Vendor-sponsored staff or characters in costume shall not speak or hand out promotional materials of any kind while outside the confines of the sponsoring Vendor's booth space.
- (d) The NBC shall have the right to restrict, alter, or close any Vendor space that, because of noise, odors, method of operation, or any other reason, becomes objectionable, otherwise detracts from, or is out of keeping with the character of the NBC as a whole. Such restrictions may be applied to persons, things, conduct, or printed materials. No refund shall be offered under such circumstances. The NBC shall also have the right to exclude any non-conforming party from exhibiting at any future Congress. These actions shall not constitute exclusive remedies, and the NBC may avail itself of any remedy available in law or equity in addition to these actions.
- (e) Vendor shall not play music without earphones in its booth nor permit any sort of distraction to other Vendors. Objectionable noise resulting from the use of audiovisual technology shall be immediately stopped by Vendor at the request of the NBC.
- (f) Vendor shall not sublet or share its Vendor space with any entity other than wholly-owned subsidiaries. It may be necessary for Vendor to furnish proof that any such company is a wholly-owned subsidiary. Neither the assigned Vendor space, nor any portion thereof, nor Vendor's interest therein shall be assigned or otherwise transferred by Vendor without the prior written consent of the NBC.
- (g) Vendor must show only products relevant to and appropriate for the industry/audience served by the Congress.

- (h) Vendor must show only its own products or products that are actually stocked, shipped, invoiced, or represented in the regular course of business.
- (i) At least 25% of the space of each Vendor booth must be open to accommodate visiting traffic to the booth, and each Vendor shall be responsible for keeping the aisles near the Vendor booth free of congestion due to demonstrations and other promotions.
- (j) All demonstrations, promotional activities, and/or distribution of materials by or for the Vendor must be confined within the limits of Vendor's space.
- (k) Author and artist appearances are permitted in Vendor booth. Prizes and products may be given away in Vendor booth, but autographed products must be signed in advance so as not to create congestion in the aisles.
- (l) Congress management shall have the right to restrict the use of glaring or irregular lighting effects.
- (m) Vendor shall maintain the Vendor space in neat and clean condition.
- (n) Vendor shall not allow any article to be brought into nor permit any act to be done in the exhibit hall that will increase the premiums or void policies of insurance held by the NBC, the official decorator, convention center, or its agents, etc. Vendor shall be liable for any damage caused directly or indirectly by Vendor to any part of the convention center, including but not limited to floors, walls, and columns.
- (o) Vendor shall take no action, directly or indirectly, that might endanger the NBC's exemption from state or federal taxes.
- (p) Playing of any type of audio equipment without earphones is prohibited.
- (q) Vendors selling music, sermons, or any audio products must provide disposable earphones for sampling.
- (r) Vendors selling books or wholesale products must pay bookstore or wholesale rate. Failure to register as such and/or pay appropriate fees will result in loss of Vendor space and privileges without refund.
- (s) Cooking or selling of food or beverages is strictly prohibited.
- (t) A posted sign is required stating the policy for non-returnable/non-refundable products.
- (u) Unauthorized use or sale of items that bear the name, logo, or mark of the National Baptist Publishing Board, R.H. Boyd Publishing Corporation, and its subsidiaries, the NBC, is prohibited.
- (v) Vendors may not use vacant booths, items from vacant booths, or encroach on another booth space in any manner.
- (w) Vendor shall comply with any and all convention center, hotel, local, city, state, and federal ordinances, statutes, rules, and regulations.
- (x) Promotional materials shall not be distributed through hotels within the Congress block to the Congress attendees.

7. Service Contractor and Freight Handling:

- (a) Arrangement and payment for transporting goods to and from the show, as well as for receiving, decorating, and removing Vendor booths, are the responsibility of the Vendor. Additional details about the contracted decorator are forthcoming.
- (b) The contracted decorating company will make available Vendor Service Kits containing information and order forms for furnishings, freight handling, labor, ancillary services, etc. after receipt of full payment for booth space.
- (c) Vendors agree to ship at their own risk and expense all articles to be exhibited and agree to conform to the rules for shipping as contained in the Vendor manual and/or service kit. The exhibit facility has no facilities for receiving and storing materials prior to the opening of Congress. **DO NOT SHIP EQUIPMENT OR DISPLAYS TO THE FACILITY TO ARRIVE BEFORE MONDAY, JUNE 18, 2018.** Items may be shipped in advance directly to the decorating company's warehouse and must arrive no later than June 14, 2018. Additional details about the contracted decorator are forthcoming.
- (d) All costs of shipping, cartage, and handling shall be borne by Vendor. The official service contractor will handle the drayage from the warehouse to the Vendor's booth, remove crates and empty cartons, return them at the end of the show, deliver packed goods to the loading dock of the Memphis Cook Convention Center, and load the items onto transport vehicles for a fee.

8. Vendor Information Packet: Prior to the event, the NBC will send a Vendor Information Packet to the company contact listed on the application. The Vendor Information Packet will include information integral to participation at Congress. Additional details about the contracted decorator are forthcoming.

9. Wholesalers: Vendors exhibiting or selling wholesale merchandise will not be permitted on the show floor. Failure to disclose wholesale merchant status will result in expulsion from the exhibit floor with no refund.

10. Sales Tax, Licenses, Insurance, Permits: Vendors are fully responsible for obtaining all licenses, insurance, or sales tax permits required by and adhering to all applicable laws, ordinances, and statutes. **The NBC/R.H. Boyd Publishing Corporation does not collect sales tax from vendors/exhibitors. It is the responsibility of each vendor/exhibitor to report and pay sales tax on his or her total sales revenue.**

11. Limitation on Liability: Vendor expressly releases the NBC from any liability and waives: a) 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; b) the conduct, negligence, or claims of any Vendor or attendee; and c) any fire, flood, strike, terrorist attack, weather, or other force majeure beyond control of the NBC and/or the facility. Following acceptance and execution of Vendor's application by the NBC, the NBC's liability for breach of the resulting contract shall be limited to the space rental fee paid to the NBC by the Vendor. In no event shall the NBC be responsible for consequential damages. Any bankruptcy filing of any kind by Vendor, of the Vendor's insolvency, shall constitute a breach of the application and the contract accepted by the NBC. Either party's waiver of, or failure to, exercise any right provided for in the application or these guidelines shall not be deemed a waiver of any further or future right hereunder.

12. No Guarantee of Results: The NBC does not warrant or guarantee any particular results of the Congress, including a particular number of attendees, Vendors, or sales.

13. Indemnification: Vendors display and exhibit property at their own risk. The NBC does not assume any responsibility for loss or damage to Vendor's property. The NBC will not be held accountable for the death or injury of any person, including minors attending an event, or for any damages suffered by Vendor or its officers, agents, employees, or invitees as a result of any cause whatsoever. Vendor shall indemnify and hold the NBC, its parent, subsidiaries, affiliates, sponsors, and their respective officers, directors, agents, and employees harmless from any suit or claim arising out of any action or failure to act by the Vendor or the Congress. Vendor shall be liable for any and all damages caused by Vendor to the event building, grounds, landscaping, floors, walls, columns, or any other part of the building, or to the chattels and fixtures of the building or any other Vendor or person or entity having property at the event building's premises. Vendors are required to obtain insurance coverage for this risk. Vendor assumes all responsibility and liability for losses, damages, and claims arising from any cause whatsoever arising by reason of the use or occupancy of the Vendor space by Vendor or its assigns. Vendor shall indemnify the NBC, its officers, directors, employees, agents, and representatives, and hold them harmless from any and all liabilities in respect to suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorney's fees and costs, as well as expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) the Vendor may suffer or incur by reason of participation in the Congress by Vendor, its officers, directors, employees, agents, or representatives.

14. Cancellation: Following acceptance and execution of this application by the NBC, any breach of the resulting

contract by Vendor, its officers, directors, agents, or employees may, at the NBC's discretion, result in immediate or future loss of Vendor's exhibiting privilege with no refund or damages owed to the Vendor. Should any contingency prevent the holding of the Congress, the NBC shall retain only such part of Vendor's booth rental fee as required for expenses incurred up to the time such contingency shall have occurred. If, for any reason, the NBC shall be canceled or deferred, Vendor waives all claims for damages. **All pre-registered Vendors who desire to cancel must send a notice in writing prior to May 15, 2018. A service fee of \$75.00 will be retained. After May 15, 2018, no refunds will be issued.**

15. Product/Service Exclusivity: Product/service exclusivity is not guaranteed through this registration.

16. Prohibitions:

- (a) Firms or organizations not assigned Vendor booth space on the exhibit floor are prohibited from exhibiting or soliciting business within the convention center and any hotel in which the NBC has contracted for sleeping rooms or event space for the Congress attendees. Failure to comply with such prohibition may result in expulsion and denial of future exhibiting opportunities with the NBC.
- (b) Alcoholic beverages and illegal substances are strictly prohibited on the exhibit floor, event space, or contracted hotel.
- (c) The NBC is designated as a non-smoking, non-alcoholic event. Smoking and alcohol are prohibited in all meeting rooms, social functions, and the exhibit halls.
- (d) Helium gas canisters and helium-filled balloons are prohibited on the exhibit floor.
- (e) Vendor shall not make badges available to representatives of non-affiliated companies. Vendor shall be responsible for the behavior of individuals to whom it authorizes the NBC to issue badges, and the NBC reserves the right to deny or void a badge of, and to deny access to or remove from exhibit floor, any person whenever, at the NBC's sole discretion, doing so would be in the best interest of the NBC, any of its Vendors, or attendees.
- (f) The NBC shall have the right to deny access to exhibit floor to any Vendor not current (at the date of scheduled set-up) on all accounts, fees, or other monies owed to the NBC, including those unrelated to Vendor booth space. In addition, the NBC shall have the right to deny access to exhibition floor to any Vendor with any account balances outstanding (at the date of set-up) for booth space and with other businesses from which such Vendor shall have received a discount from standard rates by virtue of being associated with the NBC.
- (g) All food and beverage products provided to attendees must be purchased through the official concessionaire of the convention center.

17. Miscellaneous:

- (a) Vendors are invited to advertise in the Official Congress Souvenir Journal. Print-ready ads must be submitted by April 14, 2018. For more information, contact the 2018 Host Committee by email: FirstBaptBroad@aol.com, or call (901) 323-2429.
- (b) Photographs of Congress attendees, Vendors, and participants will be taken for publication in Sunday school books and other related products published by the R.H. Boyd Publishing Corporation (RHBPC). Vendor agrees that the NBC and RHBPC may utilize his/her image for future publishing endeavors.
- (c) Vendor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns, or megaphones. Blocking aisles, soliciting customers in aisles, or handing materials in the aisles is prohibited. All materials used for display must be flameproof and must meet all the required fire regulations. Vendor must also comply with all requirements of the venue provider.
- (d) Vendor shall strictly comply with all laws pertaining to its exhibit at the NBC, including but not limited to laws pertaining to copyrights, trademarks, anti-trust, promotions, and giveaways. With respect to the installation and operation of its booth, Vendor shall be responsible for knowledge of as well as compliance with any and all convention center, hotel, local, city, state, and federal ordinances, statutes, rules, and regulations pertaining to safety, fire, and health.
- (e) In compliance with the Americans with Disabilities Act, the NBC wishes to ensure that no individual with a disability is excluded, denied services, or otherwise treated differently than other individuals. Vendor shall be responsible for ensuring access to their booth by the disabled and shall be solely liable under the ADA, and any other applicable disability law, for any failure to provide such access to any person.
- (f) Vendor shall be responsible for security in its own booth at all times. Notwithstanding, the NBC hires a security firm to provide security for the Congress. Perimeter security for the Congress will be furnished by the NBC during installation, dismantling, and exhibit days. Such security is intended to be a courtesy to Vendors. It is not intended to be a guarantee against any kind of loss, theft, or to relieve Vendors of their responsibility to safeguard their own materials, equipment, and displays at all times.
- (g) Vendor acknowledges that any and all property of Vendor, including personal property of individuals, are solely Vendor's responsibility, and the NBC shall have no liability for such property in the event of fire, theft, or mysterious disappearance, or for any loss, physical damage, or indirect damage as a result thereof. Insurance coverage shall be the

responsibility of Vendor. Vendor is advised to carry special insurance to cover Vendor's materials against loss or damage, and public liability insurance against injury to persons and property of others.

- (h) If Vendor's materials fail to arrive, Vendor shall be responsible for all amounts due hereunder. In such case, Vendor is not eligible for refund.
- (i) Any claims Vendor may have against any party other than the NBC shall be submitted directly to the party involved.
- (j) All booth attendants must be, in the judgment of the NBC, properly clothed. A picture or description of costumes, if planned, must be submitted to the NBC in advance for approval.
- (k) If any provision in the Vendor booth application, or the agreement resulting from the NBC's acceptance thereof, is determined by a competent authority to be unenforceable, all other provisions shall continue in full force and effect.
- (l) Vendor acknowledges and warrants that the individual signing the Vendor booth application on its behalf has been duly authorized to do so.

18. Alternative Date/Facility: The NBC reserves the right, upon reasonable notice to the Vendor, to substitute alternate dates and/or facilities other than those originally planned for a particular event.

19. Permissions: Vendor also hereby grants the NBC permission to use Vendor's name and/or logos for promotional purposes in connection with the Congress and/or other events produced by the NBC or the R.H.

Boyd Publishing Corporation. This permission shall extend to photographs of the Vendor's booth, guests, and personnel during or after the open hours of the Congress.

20. Complete Agreement: This agreement represents the entire agreement between the parties and supercedes all communications, understandings, or agreements, if any expressed or implied, whether written or verbal. The NBC has made and makes no representation of any kind except those specifically set forth herein. In the event of any dispute to the terms of this Agreement, the parties agree to consult a professional mediator agreed upon by all parties prior to seeking legal action. The prevailing party shall be entitled to recover cost and attorney fees. This contract shall be interpreted and construed pursuant to the laws of the state of Tennessee. All costs for collections, including reasonable attorney fees, accrued interest, and any other fees due shall be the responsibility of the Vendor.

VIOLATIONS OF THESE RULES WILL RESULT IN THE FORFEITURE OF FEES, AND VENDOR WILL BE ASKED TO IMMEDIATELY VACATE THE PREMISES BY AUTHORIZED PERSONNEL WITHOUT REFUND.

The undersigned hereby expressly represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Vendor named, and acknowledges that he/she has read and accepts all the terms and conditions included with this Vendor booth/exhibiting contract. Please complete both sides of the form and submit entire document with payment.

Name of Company or Organization: _____

Print Name: _____ Title: _____ Date: _____

Signature: _____ Approval: _____ Date: _____
Vendor (For office use only)

Were you referred by the 2018 Host Committee? YES NO

**Please return signed agreement along with application to the following address:
National Baptist Congress
Attn. Data Center, P.O. Box 91145, Nashville, TN 37209-9145**

For Office Use Only

Assigned Booth Number(s): _____ Number of Booth Spaces: _____ Amount Paid: _____ Date: _____

NATIONAL BAPTIST CONGRESS 2018 VENDOR BOOTH APPLICATION

Memphis Cook Convention Center, Cannon Center, 255 N Main St, Memphis, TN 38103

Online registration and extended discounts are available at www.nationalbaptistcongress.org.

Step 1

We welcome your application. Please read carefully and observe the terms and conditions as indicated on previous pages. Vendors selling wholesale merchandise will not be permitted to participate at this time.

Company/Organization: _____
(Name as it should appear on signage)

I hereby agree to observe the rules and regulations established by the NBC as indicated in the Terms and Conditions for Exhibition.

Print Name: _____

Authorized Signature: _____ Date: _____

Telephone Number: (_____) _____ Fax: (_____) _____

Address: _____

City/State/Zip: _____

Company Website: _____ Email: _____

Step 2

PRODUCT CATEGORIES:

First-Time Exhibitor

Return Exhibitor

Bookstore

- | | | | |
|--|--|------------------------------------|---|
| <input type="checkbox"/> Bibles | <input type="checkbox"/> Computer Software | <input type="checkbox"/> Furniture | <input type="checkbox"/> Magazines |
| <input type="checkbox"/> Books | <input type="checkbox"/> Cosmetics | <input type="checkbox"/> Gifts | <input type="checkbox"/> Music |
| <input type="checkbox"/> Children's Products | <input type="checkbox"/> Curricula | <input type="checkbox"/> Handbags | <input type="checkbox"/> Stationery & Cards |
| <input type="checkbox"/> Church Supplies | <input type="checkbox"/> Distributor | <input type="checkbox"/> Hats | <input type="checkbox"/> Videos |
| <input type="checkbox"/> Clothing | <input type="checkbox"/> Framed Art & Home Decor | <input type="checkbox"/> Jewelry | <input type="checkbox"/> Other _____ |

Step 3

PAYMENT: Full payment must be submitted with application. Make check or money order payable to the National Baptist Congress. There is a \$25 insufficient funds check fee. NO CHECKS ARE ACCEPTED AFTER MAY 15, 2018. Beginning May 16, 2018, all booth applicants will be charged the on-site fee as indicated below.

Details and contact information for the Congress decorator are forthcoming.

Vendors selling wholesale merchandise will not be permitted on the show floor. Wholesaler booths are not available. (All booths are standard with 1 table, 2 chairs, and 1 trash can).

PLEASE NOTE: Booths requesting electrical outlets will incur an additional fee payable to provider. Additional details are forthcoming.

VENDOR'S FEE: Please check selection below. **NO ON-SITE BOOTH REGISTRATION.**

- | | |
|--|---|
| <input type="checkbox"/> \$295 – Early Bird Rate for 10 x 10' Booth (now–May 15) | <input type="checkbox"/> \$395 – Regular Rate for 10 x 10' Booth (May 16–June 10) |
| <input type="checkbox"/> \$495– Early Bird Rate for 15 x 15' Booth (now–May 15) | <input type="checkbox"/> \$595 – Regular Rate for 15 x 15' Booth (May 16–June 10) |

Number of Booths Requested: _____ Total Amount Enclosed: \$ _____

Register online for credit card payments.

Do you plan to sell audio books or music in your booth (disposable earphones required)? YES () NO ()

Failure for bookstores to register as such and/or pay the appropriate fee will result in expulsion from the exhibit floor with no refund.

Referred by: Host Committee: _____ Chamber of Commerce: _____ Congress Mailing: _____
Union Review: _____ Advertising: _____ Other (specify): _____

Step 4

Please return signed application and complete payment with signed Vendor Guidelines. Application will not be processed without signatures and payment.

Mail to: National Baptist Congress, Attn: Data Center, P.O. Box 91145 Nashville, Tennessee 37209-9145

Email: congress@rhboyd.com • Website: www.nationalbaptistcongress.org

Please Note: Retain a copy for your records.