

**NOT FOR CREDIT
CARD SOLICITORS**



Office Use Only

EXHIBITOR'S AGREEMENT
(Please print legibly)

_____ Reservation #
_____ Date Entered
_____ Table

Exhibitor _____ (signature required on back)

WTAMU affiliated? ___ Yes ___ No

If yes, name the WTAMU sponsoring department or organization _____

Contact person _____

Contact phone _____

Exhibitor's Mailing/Billing Address: _____

City and State: _____ Zip: _____

Person in Charge of Exhibit: _____ Phone: _____

e-mail address: _____

Description of Exhibit: _____

Items to be Sold or Presented: _____

Number of Tables: _____ (Maximum of 2) <(unless otherwise approved)> Number of Chairs: _____ (Max 4)

Exhibitor agrees to make all arrangements with the Jack B. Kelley Student Center to provide space, tables, and chairs for the exhibitor. Table set-up will begin at 8:00 am with the exhibition running from _____ to _____ (times) beginning on _____ and conclude on _____ (dates).

The following terms will form the basis of an agreement by and between West Texas A&M University and the above named exhibitor.

1. All exhibitors agree to **pay \$25 per day. Payment is due before** the reservation date unless prior arrangements are made with Student Affairs, JBK 102 (WTAMU Box 60775, Canyon, TX 79016). Exhibitor is responsible for notifying the Jack B. Kelley Student Center (806-651-2394 or fax 806-651-2971) 24 hours in advance of canceling a reservation.
2. No items may be sold that compete with the University Bookstore or existing food contracts. Items for sale that do not enhance the goals and purposes of the University will not be allowed. The senior administrator of the Jack B. Kelley Student Center will decide on what items are deemed acceptable.
3. **Give-a ways must be available to anyone and openly displayed on the exhibitor's table. There can be no expectation of a person signing or buying a service or product or completing an application that is offered by the exhibitor. Incentives (including but not limited to items or pictures of items) to be given away by off-campus vendors/exhibitors at the completion of an application or buying of a service or product may not be displayed at exhibitor's tables. No storage space is available in the JBK Student Center.**
4. Any personal action by the vendor or its representative not deemed appropriate for a college campus may result in the termination of this agreement and the removal of the vendor from campus.
5. WTAMU and its representatives will assume no responsibility for property or merchandise transported to West Texas A&M University (WTAMU) by exhibitor that may be allegedly lost, stolen, misplaced, or damaged during the exhibit. Risk or loss other than due to negligence of the organization shall remain with the exhibitor. Exhibitor assumes full responsibility for any damages to the premises or fixtures.

A Member of The Texas A&M University System

6. It is understood and agreed that nothing contained in this agreement shall require WTAMU and its representatives to violate University regulations, the laws of the State of Texas or federal statutes. The exhibitor understands that possession and/or consumption of intoxicating beverages, narcotics, or other illegal substances or weapons on the campus of WTAMU is prohibited.
7. This agreement shall not establish an employee/employer relationship, agency, partnership, or any other form of relationship other than that of facility/exhibitor.
8. The director of the Jack B. Kelley Student Center (JBK) agrees to allow exhibitor to sell approved merchandise within the boundaries of the assigned exhibit area. Any contact with students outside of this area, for any purpose, must be cleared by the director of the JBK or the vice president for Student Affairs, in advance. The director of the JBK reserves the right to approve all display items and merchandise before they are placed in public view.
9. The time, place, and manner of the exhibition shall be approved by the facility staff. Solicitation outside of this area or hard sell tactics will not be allowed. Exhibitors not willing to abide by regulations and rulings of the University and/or the JBK Student Center shall be expelled from the exhibition area.
10. All warranties and guarantees on merchandise sold by the organization must be valid and enforceable through the exhibitor or its representatives.
11. The exhibitor for whom these sales are made must be on file with the Better Business Bureau both in Amarillo/Canyon and its home city.
12. Exhibitor shall hold harmless WTAMU, its agents, employees, and representatives from any liability or action arising from personal injury or property damage proximately caused by the negligent act of omission or commission of the exhibitor.
13. Exhibitor shall be able to present proof of liability insurance in accordance with University requirements to cover injuries to persons caused by accidents involving their operation on campus and/or the use or sale of the product.

ALTERATION OF THE AGREEMENT

The conditions and specifications set forth herein constitute the entire agreement made between both parties. Any additions, deletions, or amendments to this agreement must be agreed to, in writing, by both parties.

Accepted and Agreed:

If Applicable:

Name of WTAMU sponsoring student organization or department: _____

Signature of WTAMU organization/department representative: _____

Title: _____ Date: _____

Exhibitor's Signature: _____ Title: _____ Date: _____

Approved: _____ Date: _____
 WTAMU JBK Student Center Director

Approved: _____ Date: _____
 WTAMU Vice President for Student Affairs

Approved (when applicable): _____ Date: _____
 WTAMU Auxiliary Services