# **HEALTHY WHOLE AND LIVING OUT MY DREAMS**

Raleigh Convention Center - 500 S Salisbury St, Raleigh, NC 27601

November 13, 2021 | Event Time: 11:00 am - 4:00 pm | Doors Open at 10:00 am

## **VENDOR APPLICATION**

### PLEASE TYPE OR CLEARLY PRINT THE INFORMATION BELOW

NAME (	OF BUSINESS (This is the name that will be printed on you	ur booth sign)		
NAME (	OF PURCHASER			
MAILING	G ADDRESS, CITY, STATE AND ZIP			
TELEPH	HONE NUMBER OF CONTACT PERSON			
EMAIL	ADDRESS			
*IF	TYOU ARE SELLING PRODUCTS YOU MUST PROVIDE YOU This is NOT the same as your tax ID number. If you do not have an <a href="http://www.dor.state.nc.us/downloads/sales.html">http://www.dor.state.nc.us/downloads/sales.html</a> to obtain your number.	n NC Sales and Use N mber. It is FREE and	lumber, please	visit
Diago	NC SALES & USAGE NUM e check if desired:	IREK		
Please Check	ADDITIONAL AMENITIES	Cost (Per Unit / Per User / Per Connection)	Quantity	Total
	<b>10x10 Vendor Booth Space</b> Each exhibit space is 10' x 10', w/ 8' backdrop, 3' sidewalls, and includes the following: 1 - 6' skirted table, 2 - Chairs, 1 - Identification sign, 2- Exhibitor passes, Web Listing	\$500		
	Wireless Internet *Please read the additional amenities disclaimer*	Complimentary		
	Hardwire Internet	\$350.00		
	Electricity	\$100.00		
		Total for additional	amenities	
		Cost of boot	th space(s)	
		TOTAL AMOUNT E	NCLOSED	
EXHIE	CLEARLY DESCRIBE THE PRODUCTS OBJECT AGREES THAT THERE WILL NOT BE CHANGES IN PRODUCT/SEF PERMISSION FROM RADIO O	RVICE AS DESCRIBED E		JT WRITTEN

### \*\*\*\* ADDITIONAL AMENITIES DISCLAIMER\*\*\*\*

Since wireless internet is complimentary there is the possibility that the speed and quality of the wireless internet connections may decrease, at any given time, based on the amount of people accessing the connection. There is nothing that can be done on the day of the show to fix this problem and switching to a hardwire connection will NOT be an option after November 5, 2021. **DEADLINE FOR PURCHASING ELECTRICITY OR INTERNET IS NOVEMBER 5, 2021.** Electricity and internet must be reserved in advance; no installations will be made on show day!

## **Terms and Conditions of Exhibition:**

Urban One, Inc. d/b/a Radio One Raleigh ("Radio One") presents a professional show that focuses on products, services and events appropriate to consumers in a family environment. Radio One reserves the right to determine the eligibility of any company, product or service, and the right to prohibit any exhibition or product which, in the opinion of Radio One, detracts from the character of the exhibition or any violation of the terms and conditions of exhibition. All materials distributed must be done so from within your assigned exhibit space. ALL vendors must adhere to the Raleigh Convention Center's COVID protocol (<a href="https://www.raleighconvention.com/sites/rcc/files/attachments/2020-08/Complex%20Reopening%20Guide.pdf">https://www.raleighconvention.com/sites/rcc/files/attachments/2020-08/Complex%20Reopening%20Guide.pdf</a>)

- 1. Radio One will make all space assignments. Additionally, the exhibitor spaces are FIRST- COME FIRST- SERVED. All exhibitor space must be maintained within the allotted exhibitor space. No exhibitor may distribute materials or solicit business from an area other than their designated exhibit space. You will be notified by mail, e-mail, or telephone of confirmation of your space assignment, set-up time, and other stipulations. Radio One reserves the right, in its sole discretion, to make adjustments to the placement of exhibitor spaces.
- 2. Exhibitors are not permitted to sell food or drinks, i.e. soft drinks, fruit drinks, ice tea, water, etc.
- 3. Exhibitors are not permitted to display illicit merchandise, including sexual, drug related or profane materials, as determined by Radio One. No exhibit may interfere with other exhibits by way of objectionable sounds, noise, odor or obstructive activities. Exhibitors are not permitted to sell unlicensed materials. The sale of audiotapes, videotapes, compact discs, etc. is prohibited.
- 4. Exhibitors are expected to keep their exhibit space clean and attractive at all times to present no unsightliness to any adjoining exhibitor. Radio One will provide trash receptacles throughout the exhibition area, but exhibitors are responsible for their own trash.
- 5. ALL VENDORS must completely move-in on Friday, November 12, 2021 from 1:00pm to 6:00pm.
  - a. LOADING DOCK ACCESS Dock space is not assigned, but rather available on a first come, first served basis. Time in the loading dock is limited to 20 minutes per vehicle. All vehicles must be moved to an offsite parking area when unloading is completed. Raleigh Convention Center does not allow vehicles to be parked in the loading dock overnight, and reserves the right to tow vehicles if left idle and unattended for a significant period of time. Vendors are suggested to provide their own carts for loading and unloading purposes.
  - b. LOAD-IN
    - 1. In order to enter the dock, vehicles will pull up at the backstage gate to Red Hat Amphitheater near the corner of Lenoir Street and Dawson Street. Upon arrival to the gate, security personnel will ask a series of questions to fill out a Dock Pass and confirm access. The Red Hate Amphitheater Gate Guard will then contact the Dock Entrance Guard via radio and request entrance. The RCC Dock Pass provided must be displayed on the vehicle's dash at all times when utilizing the Loading Dock.
    - 2. Upon arrival at the Dock entrance the guard will assign a temporary unloading space and let the vehicle proceed.
    - 3. THERE WILL BE NO PARKING OR STOPPING PERMITTED ON THE RAMPS FOR ANY REASON.
    - 4. NO EXTENDED PARKING (OTHER THAN PREVIOUSLY APPROVED RCC STAFF) IS PERMITTED ANYWHERE IN THE DOCK AT ANY TIME.
    - 5. Exhibitors are encouraged to work in pairs, so one person is moving the vehicle while the second person is moving equipment/product to the booth.
    - 6. Each exhibitor will be allowed 20 minutes in the dock from entrance to exit.
    - 7. Upon arrival to the dock exhibitor must move equipment/product directly to their assigned booth. The vehicle must then be moved out of the dock. Set up of the booth must happen after the vehicle has been moved.
    - 8. There will be one Security Guard posted at the Red Hat Amphitheater Gate and one posted at the entrance to the dock, all others will be posted by the Dock Master.
    - 9. Staging on Lenoir Street is not permitted. If the dock is full and entrance at the gate is not permitted, the vehicle must circle the block.
- 6. Exhibitors must check-in at the Raleigh Convention Center's Ballroom main entrance on Saturday, November 13, 2021 between 8:00 am and 9:00 am. All Vendor exhibits must be assembled and ready for display one hour prior to the doors opening on Saturday, November 13, 2021, (NO EXCEPTIONS!) Failure to open and operate your exhibit at the hours scheduled will forfeit your right to your exhibit space. No refunds will be given.
- 7. There is no reserved vendor parking downtown Raleigh. A map with various parking options and rates will be sent to all confirmed vendors.
- 8. In order to provide a safe environment for the attendees of Healthy Whole and Living Out My Dream 2021, Radio One requires that all exhibitors wait until the end of the event (approximately 4:00 pm) to break down exhibits or move merchandise out of the venue (Fire Marshall specifications). \*\*We suggest you bring your OWN hand truck or cart to transport your items to and from your booth. Radio-One staff is not obligated to assist with move in or move out of the vendor pavilion exhibits.

#### a. LOAD-OUT

- 1. Exhibitors MUST HAVE ALL EQUIPMENT/PRODUCT PACKED AND READY TO LOAD PRIOR TO RETRIEVING THEIR VEHICLE. In order to expedite the move-out process. Show Management will assign inspect exhibitor booths prior to granting permission for vehicle retrieval.
- 2. Exhibitors will pull up to Red Hat Amphitheater Gate, answer questions as appropriate, and be issued a Dock Pass to display on the vehicle's dash to gain access.
- The security guard at the dock entrance will communicate with the Dock Master to allow vehicles in as space allows.
- 4. 30 minutes is allowed for load-out, from entrance to exit.

- 5. Staging on Lenoir Street is not permitted. If the dock is full and entrance at the gate is not permitted, the vehicle must circle the block.
- 9. <u>Limitation of Liability and Insurance.</u> Exhibitor(s) agrees to indemnify and hold harmless Urban One, Inc., its subsidiaries and affiliates, and their respective officers, directors, employees and agents ("Indemnitees") from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, that may be asserted against the Indemnitees regarding any injury to person, damage to property or any claim that may arise resulting directly or indirectly from any of Exhibitor's, Exhibitor's contractors, staff or employee's activities during the event. Exhibitor agrees to maintain general liability insurance covering its activities during the event, with a limit of at least One Million Dollars (\$1,000,000.00) and shall provide Radio One with a Certificate of Insurance by no later two (2) weeks prior to the event, indicating such coverages are in place and apply with respect to the event, and displaying Radio One, its subsidiaries and affiliates, and their respective officers, directors employees and agents as an "Additional Insured" for purposes of such policies and coverages. Should Exhibitor not provide such Certificate of Insurance to Radio One by the designated deadline, Radio One reserves the right to terminate this agreement without penalty and without further obligation to Exhibitor. Exhibitor must operate and maintain its booth so that no injury will result to any individual or property. Exhibitor must make its own arrangements for insurance against theft, loss or damage during the event. Radio One will provide reasonable, customary, general security but does not guarantee nor accept liability for damage or loss to Exhibitor's property.
- 10. No refund shall be made to any exhibitor who fails to occupy its assigned exhibit space by the time and date of the show opening. Further, Radio One reserves the right to utilize such unoccupied space in any matter it deems appropriate.
- 11. Booths are sold on a first come, first served basis. YOU WILL BE SENT A LINK TO MAKE PAYMENT, ONCE YOUR VENDOR APPLICATION HAS BEEN RECEIVED. YOU WILL THEN HAVE 24 HOURS TO MAKE YOUR PAYMENT OR YOUR APPLICATION WILL BE VOID. All agreements and payments are firm and non-refundable.
- 12. Notwithstanding anything to the contrary set forth elsewhere in this agreement, if Radio One determines the event constitutes a public health risk (due to risk of infection of the Covid-19 Virus or otherwise), then Radio One shall have the right, but not the obligation, to suspend the event until such time as the parties mutually agree the event can be safely resumed. If parties cannot agree upon a date to reschedule event, then Radio One shall have the right to terminate the agreement.
- 13. <u>Intellectual Property.</u> Exhibitor hereby grants Radio One a non-exclusive, non-transferable, limited license to use Exhibitor's brands, marks and logos for any purposes in association with the event.
- 14. <u>Force Majeure</u>. Radio One may terminate this agreement without liability as a result of an Act of God, governmental restrictions, riots, strikes, national or international emergencies, in which case, Radio One shall refund a pro-rata portion of the fee amount paid, less non-refundable costs. The parties agree that the COVID-19 pandemic shall not be deemed an event of Force Majeure; and in no event shall the event be suspended more than once for the same Force Majeure event.
- 15. Entire Agreement. These Terms and Conditions and Exhibits attached hereto constitute the entire agreement between Radio One and Exhibitor with respect to the subject matter hereof. The parties have not relied on any oral and/or written statements that are not included in this agreement, with any and all such previous understandings having been merged herein. Any modifications to this agreement must be in writing and must be signed by the parties. This agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of law principles thereof.

I, the undersigned, request exhibitor/booth space and agree to abide by the contract and established rules and regulations that are part of this contract outlined by Radio One. <u>Due to the difficulty in forecasting consumer-buying habits, Radio One Raleigh assumes no responsibility regarding profits and/or revenues generated at this event.</u> By signing this document, I acknowledge that I have read, fully understand and agree to all disclaimers, terms and conditions.

Name:	Date:	
Signature:		