Massachusetts Student Nurses Association

340 Turnpike Street, Canton, MA 02021

www.mastudentnurses.com

info.masna@gmail.com

**PLATINUM SPONSOR VENDOR AGREEMENT**

This Vendor Agreement (“Agreement”) is entered into this \_\_ the day of \_\_\_\_\_\_\_\_\_, 2015/2016 to set forth the

(Day) (Month)

details of the agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter known as “VENDOR” and the

(Your Organization/Company)

Massachusetts Student Nurses Association, hereafter known as “MASNA”, whose principal mailing address is

located at 340 Turnpike Street, Canton, Massachusetts 02021, for the purpose of an exhibition space rental,

networking opportunity, activity, or commercial venture by vendor during the Career Forum held at Mechanics Hall, Worcester, Massachusetts on Sunday, March 13nd, 2016.

MASNA AGREES TO THE FOLLOWING: To prominently display vendor name on website and mentioned as the major sponsor in all publicity for 3 months, full color/full-page ad on the back page of the convention program cover, “premium” booth in convention center, $500 scholarship in your name, a thank-you at the closing ceremony, logo on the Board of Director’s email signatures for 3 months, or other necessary facilities. Vendor will be assigned exhibit space or other necessary facilities number(s) prior to March 6th, 2016. The cost of said exhibit space or other facilities shall be $2400 since the vendor will be a Silver Sponsor to be payable at the time of execution of this document.

VENDOR AGREES TO THE FOLLOWING:

A. Vendor or MASNA shall each be entitled to cancel this agreement without cause, upon 15 days written notice to the other party. Refund payment shall be made in full prior to February 28th, 2016. No refund shall be allowed after March 1st, 2016.

B. To provide a complete description of the exhibit or booth, including height and width with all extensions and awnings in the extended position.

C. To provide information regarding all requirements needed prior to February 14th, 2016.

D. Vendors handling food must possess a valid food handlers permit, and permit shall be available for inspection upon demand.

E. Vendors shall not obstruct or cause obstruction of designated walkways. Likewise, vendor shall not distribute pamphlets, advertisements, flyers, coupons, goods, commodities, or other items, or set up displays along designated walkways, or outside the confines of its designated commercial space.

F. It shall be a breach of this contract that for VENDOR to solicit or accept discounted or free goods from third parties to be sold at the conference, without prior written consent of MASNA. MASNA reserves the exclusive right to solicit or accept discounted or free goods for all fair related activities, concessions and events

SAFETY AND SECURITY:

vENDOR is solely responsible and liable for the safety, security, and protection of persons visiting the booth, exhibit, event or activity, or venture. The parties agree that MASNA shall have no responsibility or liability for such persons and VENDOR hereby indemnifies and holds MASNA harmless for all such liabilities.

INSURANCE COVERAGE:

VENDOR shall at all times during the term of this agreement maintain liability insurance in an amount adequate to protect against foreseeable claims and to indemnify MASNA as required herein. At any time, MASNA and its agents may request proof of said insurance from VENDOR, and failure by VENDOR to provide said proof of insurance shall be cause for immediate termination of this agreement as a breach by VENDOR.

ENTIRE AGREEMENT. This contract contains the entire understanding between the parties and supersedes all prior agreements between them, whether written or oral. No representation, inducement, promises of agreements that are not set forth herein shall be of any force or effect. This contract may not be amended or otherwise modified except in writing executed and authorized by both parties.

GOVERNING LAW. This contract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, and applicable ordinances of Worcester.

ASSIGNMENT. This contract may not be assigned, transferred, pledged, or encumbered by either party hereto without the written consent of the other party.

RELATIONSHIP OF THE PARTIES. Nothing contained in the contract shall be deemed to construe by the parties or by any third party to create the relationship of principal and agent, partnership of joint venture between the parties.

INDEMNIFICATION. VENDOR agrees to indemnify and hold MASNA and its officials, directors, agents, and employees harmless from any and all liability, expenses, losses or damage, and to provide a defense, or reimburse defense costs, including, without limitation, reasonable attorney’s fees, incurred in connection with any demand, claim, or legal action, threatened or actual, including third party claims, arising directly out of the vendor’s negligence or failure to act, in connection with the exhibit.

NOTICES. Any notice, request, approval or consent under this contract to be given by either party to the other shall be given in writing and shall be considered served when delivered in person, certified mail, registered mail or by special messenger, addressed to the recipient at the address set forth in the opening paragraph of this contract or at such other address as either party may subsequently furnish in writing to the other party.

UPON BREACH OF ANY OF THE ABOVE INDICATED CONTRACT TERMS BY VENDOR. This agreement shall immediately terminate, the designated exhibit space exhibition or other provided facility shall be vacated by VENDOR as directed by MASNA.

IN WITNESS WHEREOF, the parties have executed this contract effective as of the day and year first above written.

MASNA VENDOR

Laura Mata Lopez, President Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MASNA Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

340 Turnpike Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Canton, MA 02021 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: 781-821-4625 Type of Vendor: \_\_\_\_\_\_\_\_\_\_\_

\*If food vendor, what type of food?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: [masna.president1@gmail.com](mailto:masna.president1@gmail.com)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_