

**UNITED STATES ARMY GARRISON FOR HAMILTON FAMILY AND MWR
SPONSOR/VENDOR PARTICIPATION AGREEMENT**

This agreement ("Agreement") made and entered into by and between the Fort Hamilton Family and Morale, Welfare, and Recreation ("Fund")
& _____.
("Sponsor/Vendor")

The FMWR seeks to promote positive, healthy, and active participation in leisure and recreational programs for Soldiers, Civilians, Retirees, Reservists, and their Families.

- 1. Purpose:** FMWR is seeking participation for the Fort Hamilton Family & MWR Comic Con set to take place Saturday, October 14th through Sunday, October 15th 2017, featuring vendors, artists, cosplay contests, panels, and more. Approximate expected guest total will be 2500 (guest count not guaranteed)
- 2. FMWR Responsibilities:**
 - a. Ensure that Sponsor/Vendor will have an area to set up material to distribute/sell/display.
 - b. Check throughout the day with Sponsor/Vendor to ensure comfort level is high.
 - c. Break down Sponsor/Vendor area once Sponsor/Vendor has left the premises.
 - d. Be sure Sponsor/Vendor will have access to Fort Hamilton (DRIVING PERMITS)
 - e. Communicate final count of attendance approximately 2 weeks after event.
 - f. Coordinate meeting with Sponsor/Vendor for review/evaluation after the event.
 - g. Will provide tables, tents or chairs (if needed) for a fee.
- 3. Sponsor/Vendor's Responsibilities:**
 - a. Sell approved goods for purchase throughout the event (1000hrs-1900hrs).
 - b. Vendor will stay through the duration of the event to provide service, and not leave prior to 1900hrs.
 - c. All staff will fill out NCIC III check form 2 week prior to event for security purposes.
 - d. Provide name list of drivers and staff who will enter the installation (access)
 - e. Staffing their area to ensure proper delivery of goods to patrons
 - f. For entrance onto the installation, Vendor will need to provide FMWR Business Chief a copy of the following: Completed copy of NCICIII background check, copy of state/ driver's license, registration, and proof of insurance. Vendor will also need to present this to the security personnel on 14 October 2017, day of event.
 - g. Communicate all required infrastructure to operative to FMWR Business Chief 2 week prior to event.

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- h. Provide payment in the amount of \$150 by September 1, 2017 for a two (2) day table setup or \$300 for a two (2) day booth setup.

4. Trademark License

- a. Sponsor/Vendor hereby grants the Fund a royalty-free, nonexclusive license to use and display the trademark(s) associated with products. Such use shall be limited solely for the duration of sponsorship.
- b. Fund shall not use any of the Sponsor/Vendor's trademark(s) in a way which would cause a person reasonable to infer, or would otherwise convey the impression that the Fund is in any way affiliated with or otherwise acting on behalf of Sponsor/Vendor or which may be detrimental to Sponsor/Vendor's interest. Sponsor/Vendor shall provide the Fund with Sponsor/Vendor's trademark(s).
- c. The Fund acknowledged the provision of this paragraph and does not convey them any right, title, or ownership interest in the trademark(s).
- d. Neither party shall have the right to use in any way the corporate or trade name, trademark, service mark, logo or other identification of the other parties.

- 5. Terms and Termination: The Term of this Agreement shall commence as of date of the signed agreement and shall continue until 15 October 2017.** Any party may immediately terminate this Agreement upon a material breach of any term or condition hereof.

6. Independent Contractor:

Sponsor/Vendor and the Fund shall be and act as independent contractors, and under no circumstances shall this agreement be construed as one of agency, partnership, or joint venture of employment between the Fund and Sponsor/Vendor. None of the personnel under contract to, employed by or volunteering for the Fund shall be deemed in any way to have any contractual relationship with Sponsor/Vendor whatsoever. The Fund shall be solely responsible for the conduct of its employees, personnel, and agents in connection with their performances of the Fund's obligation.

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7. Force Majeure:

No party shall be responsible for events that are unforeseeable and beyond reasonable control, such as acts of God, weather delays, government restrictions or unforeseen commercial delays.

8. Assignment:

This Agreement is not assignable in whole or part by any party hereto in the absence prior written consent of the other party.

9. Entire Agreement:

This Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, arrangements, communications, or representation, whether oral or written. This Agreement may not be amended, altered, modified, or changed except by and addendum signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

Sponsor/Vendor

Family and Morale Welfare & Recreation

Date

Date

SPONSORSHIP/VENDOR AGREEMENT # CSA – FY17-002:

2017

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Company Name: _____ Website: _____

Contact Person Name and Title: _____

Name of Assistant: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Business Telephone: _____

Contact cell phone: _____ E-mail: _____

Goods or Services to be offered:

VENDOR SPACES:

2 day Table Space \$150

2 day Booth Space \$300

Checks made out to "IMWRF"