

APPLICATION • AGREEMENT • WAIVER OF LIABILITY

Norman Sooner Kickoff 2010 (NSK 2010) is a festival for OU students held out of doors on the University of Oklahoma Campus. NSK 2010 is a service to new OU students to orient and acquaint them with services and products available in the Norman community. NSK 2010 will be located in the Housing and Food Services area, south of Lindsey Street, between First and Third Streets on the Adams/Walker Mall.

DATE: Friday, August 20, 2010

TIME: 5:30 p.m. to 7:00 p.m.

FEES: **\$100/\$200**

- Norman Chamber of Commerce members receive a \$100 discount. Members' participation fees are \$100.
- Non-Chamber members participating in NSK 2010 may apply \$100 of the \$200 participation fee to Chamber membership, if desired.

DEADLINE: Application - Agreement - Waiver of Liability form and Fees are due by the close of business on August 16, 2010. Registration received after August 16 will be assessed a \$40 late fee.

BOOTH: Approx. 10' x 10' space including one 6' table and two folding chairs. Tables will be covered with bright colored paper and will be identified with a number corresponding to the exhibitor's booth assignment attached to the top of the table. Exhibitors provide their own display materials. Exhibitors may distribute giveaways, food samples, coupons and fliers once the application has been approved. Electricity is available for food vendors only. No sales will be allowed except by Target who has a contractual relationship with University Housing and Food Services as a result of a public competitive solicitation. Financial institutions will be permitted to open free accounts at no cost. Under no circumstances shall credit cards be advertised or applications for credit cards be made available. **No individual tents are allowed.**

1. Exhibitors who have paid fees in full must move displays into place between 4:30 p.m. and 5:30 p.m. on August 20. No earlier set up time is allowed. No exhibits may be removed before 7:00 p.m. on August 20 and all exhibits must be removed by 9:00 p.m.

2. A designated booth space will be assigned once the registration fee has been received. Exhibitors will use the booth space for the purpose of demonstrating only those items described, identified, and approved in the initial application and all things reasonably related. **No individual tents are allowed. This will be enforced.** Distribution of approved food and/or drink items, literature, demonstrations, sign-up for services, exhibits and so forth must be made inside the exhibitor's space only. No selling of goods is allowed. Sound effects, loud speakers, and audio-visual equipment will not be permitted. All sidewalks must be kept clear. No printed material may be placed on vehicles.
3. Space is non-transferable. If the Exhibitor fails to occupy the space contracted for, or fails to comply with any of the terms of this Agreement, the University of Oklahoma shall have the right to use such space in any manner without releasing the Exhibitor from paying the fee.
4. The rain date of August 23, 2010 from 5:30 p.m. to 7:00 p.m. has been established. No refunds will be made in the event of rain.
5. No refunds will be made for exhibitor's withdrawal after August 17, 2010. The University shall not be responsible in any manner or form whatsoever for the failure of NSK 2010 to open or be operable for any reason or cause beyond the control of the University, such as but not limited to an Act of God, flood, strike or other such event outside the reasonable control of the University.
6. Exhibitors display all merchandise at their own risk. The University of Oklahoma assumes no liability for damage, loss or theft of any individual's merchandise.
7. **The University of Oklahoma has an exclusive contract with Coca-Cola USA. Any beverage products provided or sampled at this event must be Coca-Cola products.**
8. The University will try to honor special requests or requirements, but no guarantees can be made. If you have such a request, please indicate it on this application.
9. The University of Oklahoma shall have final authority to interpret these terms and conditions. Decisions made by the University must be accepted as final in any disagreement between Exhibitors.
10. The University of Oklahoma, at its sole and exclusive discretion, reserves the right to disapprove any application.
11. **No beer, alcoholic beverages, or tobacco products, may be sold, advertised, displayed or given away. This list is not exhaustive, but demonstrative.**

The Exhibitor, its employees, agents and representatives are expected to comply with the terms and conditions of this Agreement.

This Agreement contains the entire understanding of the parties and no oral or other representation not contained herein shall be binding upon the parties thereto.

The Exhibitor agrees to and does by signing this Agreement, indemnify and hold the University of Oklahoma Board of Regents and its agents and employees harmless from any and all liability for any and all claims, demands or suits of whatever kind or nature that might be asserted by reason of activities conducted by the Exhibitor.

This Agreement is made and entered into this _____ day of _____, 2010.

Name of Organization: _____

Agreed to and signed by:

Exhibitor

Board of Regents of the University of Oklahoma

This Agreement becomes effective upon execution by the Board of Regents of the University of Oklahoma.

**NORMAN SOONER KICKOFF 2010
APPLICATION**

Please Print Clearly or Type

Exhibitor's Business Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Night): _____ Fax: _____

Description of Merchandise and Booth: _____

Type of Space Requested: Ground space with one 6' table and two chairs on the Adams/Walker Mall

Preference of booth placement: ___ Under one of two large tents ___ On grass area

Electricity? (Food Vendors only) ___ YES ___ NO

Important Dates to Remember:

Application, Fees, and Agreement due by: August 16, 2010

Last day to withdraw with refund: August 16, 2010

Norman Sooner Kickoff 2010: August 20, 2010

Please return this *Application-Agreement-Waiver of Liability* and Fees to:

Norman Chamber of Commerce

115 East Gray

Norman, OK 73069

Phone: (405) 320-7260 • FAX: (405) 360-4679

Please make check or money order payable to:

THE UNIVERSITY OF OKLAHOMA

(\$100 for Chamber members and \$200 for non-Chamber members)

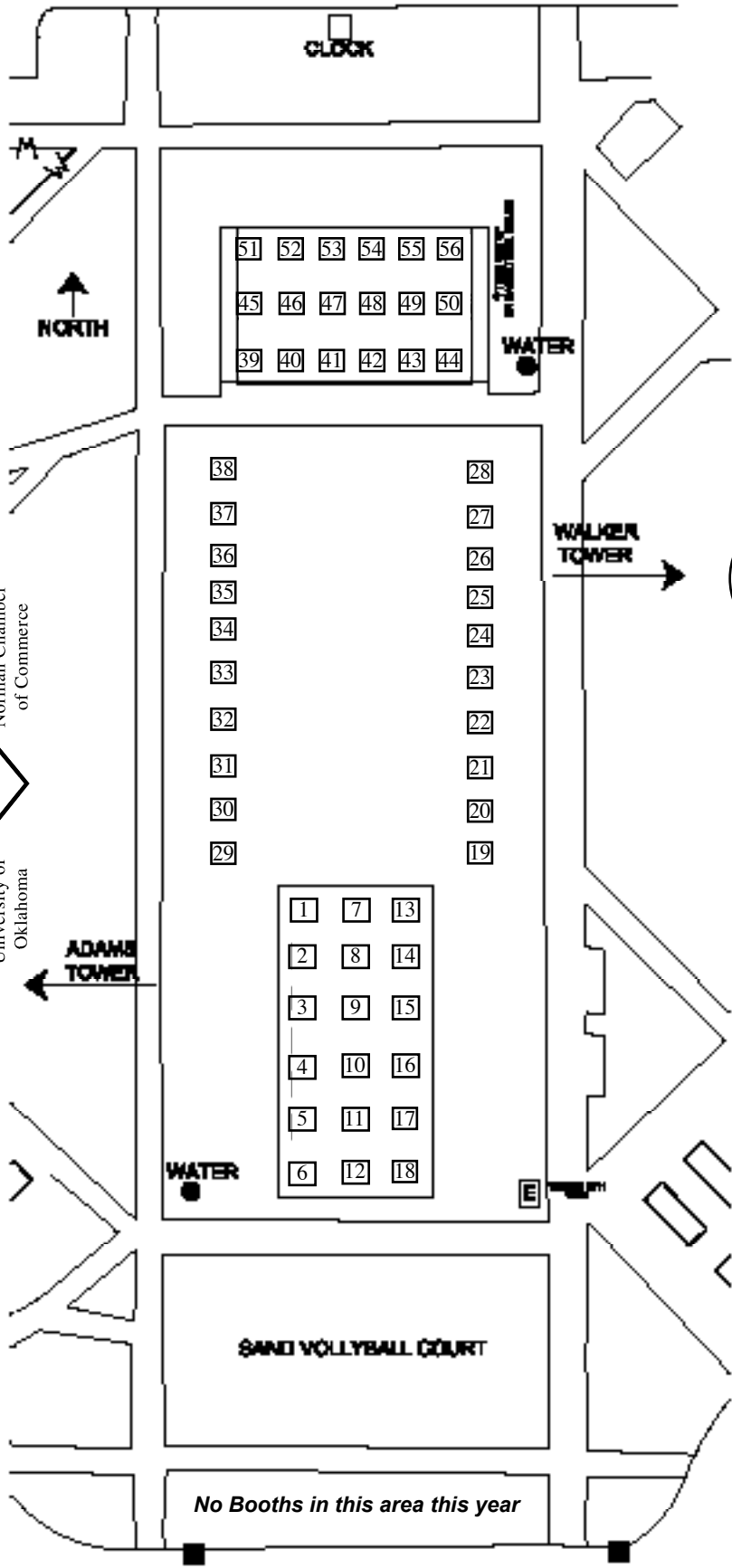
FOR CHAMBER/OU USE ONLY

Confirmation letter sent (date) _____ Payment Received (date) _____

Check # _____ Booth Assignment _____

← FIRST STREET →

CLOCK



NORTH

WATER

WALKER TOWER

Fountain

ADAMS TOWER

WATER

E

SAND VOLLEYBALL COURT

No Booths in this area this year

PARKING

No Booths in this area this year

UNLOADING AREA

← THIRD STREET →



Norman Sooner Kickoff 2009 Booth Location Preference Form

Exhibitor: _____

Contact Person: _____

Phone: _____

Fax: _____

E-mail: _____

Every effort will be made to locate your booth where you prefer. Please indicate your first three choices of booth space.

1st Choice Booth # _____

2nd Choice Booth # _____

3rd Choice Booth # _____

If none of the three booth locations indicated is available, we will use the information provided on the Application-Agreement-Waiver of Liability to assign our booth space.

