



**HUNTING MOON POW WOW  
MERCHANDISE VENDOR AGREEMENT**

This Pow Wow Merchandise Vendor Agreement ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Casino and Vendor (defined below).

Casino: Forest County Potawatomi Community d/b/a  
**Potawatomi Bingo Casino**  
**1721 W. Canal Street**  
**Milwaukee, WI 53233**  
(Hereinafter referred to as "Casino" or "PBC")

Vendor: \_\_\_\_\_  
Vendor Name  
\_\_\_\_\_  
Vendor Address  
\_\_\_\_\_  
Vendor City, State, Zip Code  
\_\_\_\_\_  
Vendor email address  
\_\_\_\_\_  
Vendor Address  
\_\_\_\_\_  
Vendor Cell/Telephone

(Hereinafter referred to as "Vendor")

WHEREAS, Casino will be hosting the Hunting Moon Pow Wow (the "Pow Wow"), at the Wisconsin Center, from October 19 through 21, 2018 at which Casino desires to have Native American merchandise for sale, AND

WHEREAS, Vendor desires to sell Native American merchandise, such as jewelry, arts and other crafts (hereinafter, "Products") at the Pow Wow, and Casino desires to provide booth space to Vendor for such purpose.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

{00635935.4}

1. **Location.** This Agreement shall be shall be effective during the **Hunting Moon Pow wow** to be held at

Premises:  
**The Wisconsin Center**  
**400 W. Wisconsin Avenue**  
**Milwaukee, WI 53203**  
(Hereinafter referred to as "Premises")

2. **Dates and Times.** Vendor will be permitted to display and sell its Products at the Pow Wow in the booth space provided on the Premises on the following dates and times:

<b>Friday, October 19, 2018</b>	<b>3:00 p.m. -11:00 p.m.</b>
<b>Saturday, October 20, 2018</b>	<b>10:00a.m. -11:00 p.m.</b>
<b>Sunday, October 21, 2018</b>	<b>10:00a.m. -11:00 p.m.</b>

3. **Promotion and Sale of Products.** All Artisans and Vendors please note: The Casino requires you to be **in compliance with the Indian Arts and Crafts Act of 1990 (P.L. 101-644)**, which prohibits misrepresentation in marketing of Indian Arts and Crafts products within the United States. The Indian Arts and Crafts Act of 1990 is a truth-in-advertising law. It is illegal to offer or display for sale, or sell any art or craft product in a manner that falsely suggests it is Indian-produced, an Indian product, or the product of a particular Indian tribe. Vendor's application, which is attached hereto and incorporated herein in its entirety, must list the Products Vendor intends to sell and such Products must be approved by Casino. Non-Native American products must also be listed and approved by the Casino and must be properly labeled at the time they are put on display for sale. **Vendor will not sell any food or beverage products.** Vendor understands and agrees Casino has the right in its sole discretion, to remove any products that are inconsistent with or deviate from the content, style, or quality of the works listed on the Vendor's application, or which are otherwise not in compliance with the theme, message, or traditional purposes or values of the Pow Wow. Vendor agrees that in any dispute over Pow Wow policies, procedures, or decisions, Casino's final determination shall govern and shall be final and conclusive, and Vendor shall accept the same whatever the outcome. Casino also has the right to restrict or reject any Products, even after preliminary acceptance, without any liability for inconvenience, cost, or damages on the part of Vendor, which prerogative may be exercised at any time in Casino's sole judgment and discretion, consistent with the rules, policies, procedures, and standards referenced herein. If any aspect of a Product might be viewed as controversial or contrary to these policies and standards, or if Vendor has any doubt about Product's acceptability or has any questions in this regard, Vendor acknowledges Vendor's duty to fully disclose the same and promptly resolve any such question or problem with the Casino well before the Pow Wow begins.

4. **Casino Representative.** **Colleen Moore**, Casino's Public Affairs Specialist, shall be the

{00635935.4}

Casino's representative in connection with the conduct of the Pow Wow and interfacing with Vendor.

5. **Vendor Booths.** The Vendor booth location and costs shall be as set forth in the Vendor Application or as established by Casino. One 8' table and two folding chairs will be provided for each booth. Electrical service shall be available as set forth in the Vendor Application. The specific location of Vendor's booth shall be determined by Casino and is subject to change at any time. Booth prices increase if payment is received after **October 9, 2018**. Vendors are completely responsible for providing display equipment, setting up their own booths, and for all booth operations materials, including staffing their booth during hours of operation. **Vendors must leave their booth area in the same condition in which it was found.**
6. **Fees.** **All Fees are due no later than September 25, 2018. Fees are non-refundable,** except in cases where Casino is unable to deliver possession of the Premises or hold the scheduled Pow Wow, or if cancellation is given in writing 90 days prior to start date of the Pow Wow.

We will no longer accept personal checks; we will only accept a Cashier's Check, Money Order or Charge Card. (Payable to Potawatomi Bingo Casino c/o Hunting Moon Pow Wow.)

7. **Equipment/Services Provided by Casino.** Services included in the booth fee, at no additional cost to Vendor, are as follows:
  - a. One 8' table two chairs
  - b. Location listed in Program
  - c. Trash service is available for all Vendors (other than for oversized items)
  - d. Admission ID passes for Vendor and their scheduled staff provided to Vendor as necessary.

Items and services not listed herein must be requested in writing and will be provided to Vendor by Casino, at the sole discretion of Casino. Vendor shall pay Casino for additional costs for labor and equipment at the Casino's prevailing rates. Failure to furnish any of the foregoing services due to circumstances beyond the control of Casino shall not be construed a breach of this Agreement. It is understood by Vendor that services will be provided only to the extent of existing available inventory and in consideration of other vendors.

8. **Permits.** Vendor is responsible for obtaining all licenses and permits that are or may be required by any public authority for sale of any of the Products. **A valid Wisconsin Seller's Permit must be presented to Casino prior to the sale of any items.**
9. **Clean Up.** Vendor is responsible for the cleanliness of Vendor's assigned booth during the Pow Wow and must keep the booth clean and presentable at all times during the Pow

{00635935.4}

Wow. Trash will be collected in designated areas. **Vendor must leave booth in a clean state when departing the Premises or Vendor will be assessed a clean-up fee of up to \$300.**

10. **Move In/Out.** Vendor shall not move personnel, equipment, Products or materials into the Premises prior to the beginning of the term of this Agreement unless written approval for earlier use is granted by Casino. Upon expiration of the term of this Agreement, Vendor shall remove from the Premises, all property, goods, and effects belonging to Vendor, its employees, agents, contractors, representatives, patrons, guests or invitees, brought in or onto the Premises. If such property is not removed from the Premises at the conclusion of the Pow Wow, the property shall be deemed abandoned and with any property deemed abandoned by Casino in accordance with this section, Casino shall have the right to sell or otherwise dispose of the property, goods, or effects in such a manner as is permitted by law and to apply the proceeds thereof toward any and all charges incurred by Casino.

All move-in/out of equipment and supplies by Vendor or Vendor employees, exhibitors, contractors, representatives, patrons, guests, or invitees will only take place through the areas designated by Casino or the Venue.

All flooring must be adequately protected from damage prior to moving any supplies or equipment into the Premises.

All property belonging to Vendor is subject to inspection by security personnel. All property belonging to Vendor that is in or on any part of the Premises shall be there at the risk of Vendor, and neither Casino nor the Premises shall be liable for any damage thereto or for the theft, misappropriation or loss thereof or any other loss resulting from any accident in or about the Premises.

Neither Casino nor Premises is responsible for any property carried into or left in the Premises prior to or after the Pow Wow or for any items lost, stolen or damaged in the Premises before, during or after the Pow Wow, whether belonging to Vendor or its employees, agents, representatives, contractors, suppliers, guests, members, patrons, invitees or customers.

11. **Premises Use.** Vendor acknowledges and accepts responsibility to insure that Vendor shall not use the Premises or permit the Premises to be used by any employee, contractor, agent, exhibitor, guest or invitee of Vendor in any manner:
- a. For any illegal purpose.
  - b. That could vitiate the insurance or increase the rate of insurance applicable to the Premises.
  - c. That constitutes waste or nuisance.
  - d. That causes injury or damage to the Premises or causes a genuine risk of the same.
  - e. In any manner that will cause or produce any unusual, noxious, or objectionable smoke, gases, vapors or odors.

{00635935.4}

- f. For lodging or sleeping.
- g. That will overload any floor, ceiling or wall or the gridiron or hanging equipment or any other fixtures therein.
- h. That will place any additional lock of any kind or change any lock upon any window or interior door of the Premises.
- i. That will take up a collection or permit the solicitation of any donation.
- j. That will interfere with the effectiveness or accessibility of the building's mechanical systems (including lines, pipes, wires, conduits, fire lines, fire sprinklers, and equipment), concession stands, first aid locations, public areas, restrooms, and elevators or to the streets or sidewalks.
- k. That will allow the Premises to be used for unlawful or immoral purposes or in any manner as to injure persons or property in, on or near the Premises.
- l. That in any manner violates a rule, policy, procedure, or standard of Casino or the Premises that may from time to time be applicable to Vendor.
- m. Vendor agrees to abide by all rules and regulations set forth by the Pow Wow Committee and the Venue, whether oral or written and whether delivered in advance or not. Failure to comply with these terms shall be grounds for immediate removal from the Event and termination of this Agreement. Vendor shall, without reimbursement by Casino, indemnify Casino against any and all liabilities and penalties by reason of any failure on the part of Vendor to comply with any such rules, regulations and instructions, including reasonable attorneys' fees.

Vendor shall not, injure, mar, or in any manner deface or damage the Premises or any property therein or cause or permit the same to be done. Vendor will not drive or permit to be driven any nails, hooks, tacks, screws or other devices into any portion of the Premises. Vendor will not utilize or permit to be utilized any tape, glue, cement or any other compound to fasten signs, banners or any other form of display or advertisement, to any portion of the Premises.

Vendor shall have the right of ingress and egress through public corridors as authorized by Casino. Vendor shall have no access rights in any other part of the Premises unless previously authorized in writing by Casino.

12. **Regulatory Compliance.** Vendor acknowledges that PBC operates under privileged licenses in a highly regulated industry, and any person or company that performs work, provides services for, or otherwise allowed access to the casino may require licensing/certification and compliance with the requirements established by gaming regulatory authorities in various jurisdictions around the world with whom PBC conducts business. Vendor shall cooperate with PBC and its gaming regulatory authorities as reasonably requested by PBC or such gaming regulatory authorities and shall provide PBC and gaming regulatory authorities with such information as they may request.

If PBC, acting on the recommendation of any gaming regulatory authority, withdraws its approval of this Agreement, this Agreement shall be void and neither party shall have any rights hereunder.

13. **Independent Contractor.** Vendor acknowledges that it is an Independent Contractor, for all purposes related to the execution of this Agreement, and as such is not covered under the Casino's general liability insurance or any insurance policy of the Casino, when acting under this Agreement. The Vendor warrants and represents to the Casino that the Vendor is fully and properly qualified to perform as provided for herein, and shall indemnify and hold the Casino harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Vendor or Vendor's employees. The Parties to this Agreement understand and agree that the Vendor, including any of Vendor's employee performing services under the terms of this Agreement, shall not be construed as an employee of PBC for purposes of carrying out its responsibilities under this Agreement.

14. **Conduct.** Vendor hereby assumes full responsibility for the character, acts, and the conduct of all of Vendor's employees, agents, contractors, representatives, patrons, guests or invitees admitted to the Premises.

Casino reserves the right to eject any person or persons from the Premises at any time and for any reason. **Vendor hereby waives any and all rights and claims for damages, including but not limited to claims for lost profits, as a result of Casino exercising its rights under this section and all other terms of this agreement.**

15. **Indemnification.** Vendor agrees to indemnify, defend (at Casino's option), and hold harmless Casino, its Elected and Appointed officials, officers, agents, sponsors, business entities, and employees, collectively hereinafter referred to as "Indemnified Parties", from and against all claims, demands, defense costs, liability, expenses, reasonable attorney fees, or damages of any kind or nature arising out of or in connection with Vendor's use or occupancy of the Premises, or arising out of any act or omission of Vendor or any of Vendor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such claims, demands, defense costs, liability, expenses, or damages arising out of the gross negligence or willful misconduct of one or more of the Indemnified Parties.

Notwithstanding the provisions of the above paragraph, Vendor further agrees to assume all risk, and to indemnify, defend and hold harmless the Indemnified Parties from and against all claims, demands, defense costs, liability, expenses, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Vendor or Vendor's employees, exhibitors, contractors, representatives, patrons, guests, or invitees.

Vendor further agrees to indemnify the Casino for damage to or loss of Premises' property arising out of or in connection with Vendor's use or occupancy of the Premises, or arising out of any act or omission of Vendor or any of Vendor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the gross negligence or willful misconduct of the Indemnified Parties.

16. **Insurance.** During the term of this Agreement, Vendor at its own cost and expense, shall obtain and maintain in full force and effect the following insurance with sound and reputable insurers licensed to do business in Wisconsin or such other state where the Vendor conducts business: (1) Worker's Compensation insurance in accordance with the statutory

{00635935.4}

requirements of either state covering all persons/Vendor's employees performing services on the Premises; (2) Automobile Liability insurance on all motor vehicles licensed for highway use, both owned and non-owned used on Premises' Property and, (3) Comprehensive General Liability insurance for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000) per occurrence, listing the "Forest County Potawatomi Community d/b/a Potawatomi Bingo Casino" as an additional insured as their interest may appear. Vendor shall provide PBC with a certificate of insurance coverage, evidencing that the required coverage is in effect prior to the commencement of the Event. The failure of Vendor to carry the insurance or provide the necessary notices as specified herein shall constitute a material breach of the Agreement and be grounds for immediate termination of the Agreement by PBC. The failure of Vendor to provide or PBC's failure to obtain copies of the insurance policies or certificates shall not relieve Vendor of its obligation as specified under the terms of this section. The terms of this section may only be waived or modified in writing duly executed by both parties. Vendor agrees not to file any worker's compensation claims against PBC and in the event Vendor or any of Vendor's employees file such claim against PBC, Vendor agrees to fully indemnify PBC for such claim including all costs and attorney's fees notwithstanding any other limitations on damages or actions provided elsewhere in this Agreement.

17. **Liability**. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for damages to persons or property resulting from Vendor's or Vendor's employees, agents, contractors, representatives, patrons, guests or invitees use and occupancy of the Premises, or Vendor's obligation under this Agreement.
18. **Legal Compliance**. Vendor shall, at Vendor's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, policies, procedures, orders and requirements of Premises, the City of Milwaukee, the State of Wisconsin and the Federal Government, including but not limited to federal and state tax laws and obtaining all necessary permits and licenses and paying the cost thereof. Vendor shall file all reports required by laws, rules, regulations and orders, and shall, without reimbursement by Casino, indemnify Casino against any and all liabilities and penalties by reason of any failure on the part of Vendor to comply with any such laws, orders, rules and regulations.

Vendor shall, not knowingly do, nor suffer to be done, anything on the grounds of the Premises or in the Premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of Vendor is called to any such violation on the part of Vendor or of any person employed by or admitted to the Premises by Vendor, its representatives, agents, subcontractors, guests or invitees, Vendor will immediately desist from or correct such violation.

19. **Regulatory Compliance**. Vendor acknowledges that Casino operates under privileged licenses in a highly regulated industry, and any person or company that performs work for the Casino may require licensing/certification and compliance with the requirements established by gaming regulatory authorities in various jurisdictions around the world which Casino conducts business with or have jurisdiction over the Casino. Vendor shall cooperate with Casino and its gaming regulatory authorities as reasonably requested by

{00635935.4}

Casino or such gaming regulatory authorities and shall provide the Casino and gaming regulatory authorities with such information as they may request. If Casino, acting on the recommendation of any gaming regulatory authority, withdraws its approval of this Agreement, then this Agreement shall be void and neither party shall have any rights hereunder except all services provided shall be paid and any advance payment for services not provided shall be refunded without offset and any equipment returned shall be for a full refund or if equipment is retained it shall be paid for in full. It shall be an event of default if Casino, obtains from any source information with respect to Vendor or this Agreement that would, in the opinion of Casino or a gaming regulatory authority with jurisdiction over Casino jeopardize the gaming licenses, permits, or status of Casino or Casino's employees with any gaming commission, board, or similar regulatory or law enforcement authority.

20. **Use of Image.** In consideration for the right to sell wares/act as a Vendor at the event, the receipt sum and sufficiency of which the parties do hereby acknowledge, the Parties agree to the following: Vendor agrees that the Casino and its agents, contractors and representatives, have the exclusive right to use video and other visual/audio portrayals of Vendor or Vendor's likeness taken during the Pow Wow in any medium of any nature whatsoever for any purpose, including the right to modify the image, in perpetuity including advertising or promoting the services of Casino without any compensation being paid to Vendor and without any notice or approval. Any such portrayal or likeness shall be the exclusive property of Casino.
21. **Force Majeure.** In the event that Casino is delayed or prevented from the performance of any act or obligation hereunder because of, war, riot, public emergency or calamity, unavailability of repair parts or materials, defects or other damage to the Premises, strike, lockout, labor disturbance, fire, failure of power, interruption of transportation services, severe storm, earthquake, lightning, flood, Acts of God, restrictive governmental laws, regulations, order or decrees or other reasons beyond a Casino's reasonable control, hereinafter referred to as "Force Majeure", then the following provisions shall apply.

If the Force Majeure event should prevent performance by Casino then Casino's obligations arising under this Agreement shall be suspended or excused to the extent commensurate with the Force Majeure event and Casino shall not be obligated to Vendor for any losses or costs incurred by Vendor as a result of the Force Majeure event except to refund the fees paid by Vendor.

If the Force Majeure event should prevent performance by Vendor, Vendor shall not be obligated to Casino for any losses or costs to be incurred as a result of the Force Majeure event provided, however, Vendor shall forfeit all fees, or deposits paid and Casino shall retain all deposits and other funds in its possession.

22. **Termination.** This Agreement may be terminated by Casino for any reason or for no reason, upon five (5) days written notice to Vendor. In the event of such termination Casino shall refund to Vendor any and all fees paid through the date of termination. In the event of Vendor's failure to comply with the terms of this Agreement in any respect, Casino may immediately terminate this Agreement, and may require Vendor to dismantle its assigned booth and/or vacate the Premises, and retain all monies paid by Vendor for

{00635935.4}



booth rental or other fees.

23. **Notices.** All notices required or permitted to be given to any party pursuant to this Agreement shall be in writing and delivered personally, or sent by U.S. mail, registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, and provided via email. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally or refused by those individuals or entities addressed below and to the Vendor at the address provided at the beginning of the Agreement. Service of said notice or demand on Vendor shall be complete five (5) days after deposit of said notice or demand in the U.S. mail. Service of said notice or demand on Casino shall be complete when received at the office of the Public Relations Department for the Casino. The designations of the individuals to be so notified and the addresses of such persons or entities for the purpose of notice may be changed from time to time by written notice to the other party, in a manner provided herein for giving notice, which shall be deemed effective ten (10) days after such written notice of change is furnished to the other party.

To Casino: Colleen Moore  
Public Relations  
1721 W. Canal Street  
Milwaukee, WI 53233  
colleen@paysbig.com

Copy To: Jeffrey Crawford  
Attorney General  
3136 W. Kilbourn Ave.  
Milwaukee, WI 53208  
Jeffrey.Crawford@fcpotawatomi-nsn.gov

24. **Assignment.** Neither party may assign this Agreement or sublet any part of the Premises without the prior written consent of the other.
25. **Severability.** Should any of the terms or provisions of this Agreement be determined to be invalid, illegal, or unenforceable, such provision shall be deemed to be rescinded, and all remaining terms which reasonably can be given effect in the absence of the invalid terms shall remain in force unless it is clearly unreasonable to do so, or such amendment or modification would substantially change the terms of this Agreement to impose new and/or different obligations, economic or legal relationships between the parties or rights of the parties.
26. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe neither the scope of this Agreement or the intent of any provision thereof.
27. **Entire Agreement.** This written Agreement and any Exhibits including the Vendor Application attached hereto and incorporated herein constitute the sole and only

{00635935.4}

agreement of the parties relating to the matters covered hereby. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement supersedes any and all existing contracts and agreements by the parties with respect to the subject matter covered herein.

28. **Discretion**. Any matters not expressly provided for in this Agreement shall be handled and disposed of in the sole and reasonable discretion of Casino or the Premises, as applicable.
29. **Waiver**. A failure of either party to insist upon or enforce any term or provision or to exercise any right, option, or remedy of this Agreement, or to require at any time, performance of any provision hereof shall not be construed as a waiver of any such term or provision. No waiver by either party of any term or provision hereof shall be binding unless made in writing and signed by such party, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of any other right or power.
30. **Amendments**. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both parties.
31. **Effective Date**. The effective date of this Agreement shall be the later date as indicated by the signatures.

### **AUTHORIZED SIGNATURES**

Each individual executing this Agreement on behalf of Vendor represents and warrants that s/he is duly authorized to execute this Agreement on behalf of Vendor and that this Agreement is binding upon Vendor without the approval of any other person. Furthermore, each individual executing this Agreement on behalf of the Vendor is also assuming personal liability for this Agreement.

<Signature page follows>

{00635935.4}

**This Agreement is not valid unless signed by Rodney Ferguson, Casino CEO/GM, or his designee for Potawatomi Bingo Casino, counter signed by an authorized representative of Contractor and a fully executed copy is returned to the office of Rodney Ferguson.**

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the date and year hereinafter respectively set forth by Casino.

**Forest County Potawatomi Community**

**d/b/a**

**Potawatomi Bingo Casino**

**Vendor**

\_\_\_\_\_  
Signature

Rodney Ferguson, CEO/GM, PBC

Print Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

{00635935.4}

EXHIBIT A  
VENDOR APPLICATION

Attached hereto.