



**American
Foundation
for Suicide
Prevention**

Event Day Terms and Conditions – AFSP Sponsors and Community Resource Partners

(Approved February 1, 2018)

1. AFSP reserves the right to determine who will be allowed to table, speak, or otherwise have a presence at our events.
2. Their message (spoken, written, etc.; on-event and off) needs to align with AFSP's mission to save lives and bring hope to those affected by suicide as well as align with AFSP's policies and positions.
3. Their presence must positively/enhance the overall participant experience.

For the purposes of these criteria, we will differentiate between community resources and sponsors/vendors.

1. COMMUNITY RESOURCE TABLES (only for nonprofits or other community organizations that have a mental health/suicide prevention focus)
2. SPONSOR/VENDORS (could include a variety of orgs/companies such as manufacturers of treatment or for-profit treatment centers)

Considerations for both community resource tables & sponsors/vendors:

1. AFSP works with many different organizations that share our goal of reducing the annual suicide rate 20% by 2025, including other not-for-profit organizations, for-profit organizations, corporate foundations and government-related entities. While these relationships are essential to AFSP reaching its goals for public health, AFSP must exercise care not to endorse or appear to endorse a commercial product, process, service or enterprise.
2. Community Resource Tables and Sponsor/Vendor Relationships must not materially detract from AFSP's reputation for objectivity, independence, integrity, credibility, social responsibility and accountability or otherwise be inconsistent with the mission and values of AFSP. All Sponsor/Vendor Relationships will comply with applicable law, and AFSP policies and procedures. All messaging (spoken/displayed/written) must be in compliance with AFSP's best practices for safely speaking about suicide.
3. AFSP does not permit politicians in an election cycle, advocacy organizations, firearms manufacturers, and liquor/beer/wine distillers/brewers/distributors to have a table or speaking role at the Out of the Darkness Walks. Additionally, in accordance with federal law, no political campaigning is permitted at any AFSP event and AFSP cannot campaign for or against a candidate for political office, contribute money or labor to a political campaign or distribute campaign literature.
4. For community resources and/or sponsors/vendors that provide treatment: AFSP does not endorse any particular treatments, but rather encourages individuals and families to find the treatment plan and provider that works best for each person. Involvement with AFSP does not equate to endorsement of products. Many walkers have been personally affected by suicide through loss or lived experience of a suicide attempt. We ask that consideration be given to the following guidelines:

- a. You may make information available and engage those who approach the table about your services/treatment, but please do not actively solicit participants.
5. All vendors/speakers are subject to review and approval by AFSP at the local and national level. If a local walk is not sure about a vendor, they can ask AFSP National for approval. AFSP reserves the right to deny or exclude any organization or vendor from tabling at AFSP hosted events for any reason.
6. AFSP shall have the right to revoke the tabling/speaking rights and privileges granted by it, effective immediately upon receipt, if AFSP, in its sole discretion, deems the noise level, method of operation, display of materials or goods, conduct of any person, or content of any printed material to be a nuisance, dangerous, unlawful, in violation of AFSP's rules and regulations, Exhibitor's breach of this Agreement, or a threat to the AFSP or its related events or activities. Furthermore, Exhibitor's promotion and/or sale, directly or indirectly, of any goods and/or services not listed on Agreement or Exhibitor's use of any unassigned space shall be material breaches of this Agreement. In the event of revocation, AFSP shall retain the full fees paid, but such amount shall not automatically be construed as full and satisfactory liquidated damages.

RESOURCE TABLES

- May be free or a small fee to cover expense and guarantee attendance (up to \$250)
- Must provide mental health services. Examples include: community non-profits, behavioral health centers, addiction recovery/support, grief support, veterans resources/support etc.
- No sales/fundraising/soliciting. These are informational only.

SPONSOR/VENDOR Tables/Speakers at event

- Must pay for table at appropriate sponsor level (Guidelines will be established based on market size).
- Sponsors must be clearly marked (separate area and/or signs on each table) and/or clearly introduced, if speaking.
- Must provide activity/benefit to participant (enhance event experience) with messaging to support cause. This helps to enhance participant experience and also creates additional opportunity to build relationship with sponsor by partnering with local volunteers/staff on nature of activity. Furthermore, it creates buy-in from organization by asking them to create experience at the event.
- Food vendors sign agreement to donate minimum 20% of sales on event must provide own permit/insurance. If event does not already have permit for food vendors, the food vendor must secure permitting on own time and cost.
- **Disclosure:** AFSP will publicly disclose the nature of a Corporate Relationship, including the amount of the financial contribution to AFSP. Other commercial or competitive information which is customarily subject to non-disclosure restrictions may be treated as confidential when subject to reasonable non-disclosure agreements. Any personal information collected about people participating in corporate-sponsored activities and/or programs is subject to AFSP's Privacy Policy and Terms of Use.
We welcome anyone with an interest in the cause to create a team and walk with us. Please keep in mind these are family friendly events, so we ask that you refrain from profane/obscene, images/language on team t-shirts, webpage, etc.



2021 VENDOR APPLICATION

Name of Business or Organization: _____

Name of Contact: First _____ Last _____

Telephone: Day _____ Evening _____

Email Address: _____

Tax ID, Tax Exempt or Social Security Number _____

Address: _____

City _____ State _____ Zip Code _____

Product or Service Description: _____

Is your business/organization a non-profit? Yes _____ No _____



2021 VENDOR AGREEMENT

Terms & Conditions

- 1. Define Terms:** The American Foundation for Suicide Prevention (AFSP), Utah Chapter, Annual Out of the Darkness Walk is scheduled to be held on September 25, 2021 in Vernal, Utah. "Event Organizer" means, collectively, officers, members, representatives and volunteers associated with AFSP, Utah Chapter. "Vendor Participant" means, collectively, (i) the company or person that applied for exhibit space and agreed to enter into this contact upon acceptance by event organizer in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.
- 2. Contract Acceptance:** this contract shall become binding and effective only when it has been signed by Vendor Participant and authorized by Event Organizer representative.
- 3. Assumption of Risks; Releases:** Vendor Participant expressly assumes all risks with resulting from or arising in connection with Vendor Participant's participation or presence at the event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Vendor Participant, caused by negligence, intentional act, accident, act of God or otherwise.
- 4. Indemnification:** Vendor Participant shall hold harmless, defend and indemnify Event Organizer and its officers, and agents from and against any and all claims, losses, causes of action, judgments, damages, and expresses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by Vendor Participant, (b) Vendor Participant's use of Colton Pavillion premises, or (c) any act, error, or omission on the part of the Vendor Participant or its agents, employees, guests, invitees, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions of willful misconduct of Event Organizers its officers or agents.
- 5. Limitation of Liability:** Under no circumstances shall Event Organizer or Colton Pavillion, Vernal Parks be liable of any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Vendor Participants shall insure its property against damage, loss and theft.

6. Qualifications of Vendor Participant: Event Organizers reserve the right to refuse, restrict, or remove any exhibit at the Out of the Darkness Walk, which in its sole discretion, believes is objectionable or inappropriate for the Out of the Darkness Walk.

7. Cancellation: This event is scheduled to be held rain or shine. If Vendor Participant desires to cancel this contract, Vendor Participant may only do so by giving notice thereof in writing 14 days in advance of event sent to AFSP Utah with evidence of receipt. Event Organizers reserve the right to cancel the Out of the Darkness Walk due to circumstances beyond the reasonable control of Event Organizers, such as acts of God, acts of war, governmental emergency.

8. No Show Policy: If Vendor Participant, through circumstances beyond control, is delayed in arrival or set-up, Vendor Participant must notify vendor coordinator at Colton Pavillion.

9. Care of Exhibit Facility: Vendor Participant shall promptly pay for any and all damages to Event Organizers or associated facilities, booth equipment or the property of others caused by Vendor Participant.

10. Governing Law: This agreement and all addenda thereto shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choices of laws. In all cases, if any portion of this agreement is declared invalid, the remaining portions of this agreement shall still be in effect.

11. Observance of Laws: Vendor Participant shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of Colton Pavillion without limiting the foregoing Act.

12. Taxes and Licenses: Vendor Participant shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Out of the Darkness Walk. Vendor Participant shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Out of the Darkness Walk.

13. Incorporation of Rules and Regulations: Any and all matters pertaining to the Out of the Darkness Walk and not specifically covered by the terms and conditions of this contract shall be subject to determination by Event Organizer in its sole discretion. Event Organizer may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Vendor Participants. Any rules and regulations whether or not included in this agreement are integral part of this contract and are incorporated herein by reference. Vendor Participant shall observe and abide by additional regulations made by event Organizers as soon as these additional rules or regulations are communicated to Vendor Participant.

14. Food Vendor Participant Agreement to Donate: Food Vendor Participant agrees to donate a portion of all proceeds gained from participation in the Out of the Darkness Walk to The American Foundation for Suicide Prevention, Utah Chapter. Amount of donation will be at least, but not limited to, twenty percent (20%) of said proceeds. **\$100 deposit is required to participate and due upon submission of application.** \$100 deposit can be deducted from 20% of donated proceeds.

Merchant Vendor Participant agreement to Donate: Merchant Vendor Participant agrees to donate a portion of all proceeds gained from participation in the Out of the Darkness Walk to The American Foundation for Suicide Prevention, Utah Chapter. Amount of donation will be at least, but not limited to, ten percent (10%) of said proceeds. **\$100 deposit is required to participate and due upon submission of application.** \$100 deposit can be deducted from 10% of donated proceeds.

Non-Profit Organization Participant Agreement to Donate: All Non-Profit Organizations are FREE if they are informational only and provide their own setup to participate in the Out of the Darkness walk.

15. Set-up and Event Hours: Information on set-up and event hours will be provided to you separately. Please make note of the following (a) Vendor Participant must remove their booth no later than 30 minutes after closing time. (b) Vendor/Exhibitor can begin set-up at 7:00 a.m. but must be completed with set-up by 8:30 a.m. Saturday, September 25, 2021. **Listing and Promotional Materials:** Organizers shall not be liable for any errors in any listing or descriptions or for omitting Vendor Participant from any program or other lists or materials.

16. Entire Agreement: This contract represents the entire agreement between Event Organizers and Vendor Participants relating to the Out of the Darkness Walk and supersedes any prior written or oral understandings, agreements or representations by or between Event Organizers and vendor Participant relating to this event.

Company Name: _____

Contact Person: _____

Authorized Signature: _____ **Date:** _____

PLEASE RETURN THIS AGREEMENT WITH PAYMENT TO:

American Foundation for Suicide Prevention (AFSP), Utah Chapter

SCAN AND EMAIL to rickrobbins2020@gmail.com If you would like to pay by credit card, visit the walk page and register, from there you may make the donation. afsp.org/vernal