

# STATEMENT OF AGA POLICY REGARDING VENDORS AND VENDOR ACTIVITIES

## **I. AGA Services**

The AGA wishes to encourage and support the activity of various Vendors of go related equipment, books, etc. To this end, we provide various services, detailed below. By doing this, we present both the Vendors and our membership and others using the website and E-Journal with a significant value.

1. The AGA provides space for Vendors to sell their products and services at AGA sponsored events and encourages chapters to do the same at AGA sanctioned events.
2. The AGA accepts legitimate news stories from Vendors for publication in the E-Journal. These are printed at the Editor's discretion, consistent with space availability and the Editor's journalistic judgment of the value of the story.
3. The AGA provides a link to Vendors' websites on our website, at its discretion, to those Vendors who request to be linked and who meet the provisions of the AGA – Vendor Relationship below.
4. The AGA offers equal opportunity to all Vendors who wish to vend at AGA events.

## **II. AGA – Vendor Relationship**

To maintain these services, and retain our reputation for good business relations, we have established the following standards for Vendors who receive the services we provide. Acceptance of the services enumerated above constitutes agreement to comply with these standards, and agreement that the AGA may withdraw such services if it determines that these standards are not being met. The AGA is the sole determiner of compliance with these standards.

1. Any Vendor with a website, who wishes it to be linked at the AGA site, shall keep its website current with up-to-date contact information including regular mailing address and email address. The Vendor pledges to keep the site current on price and availability of materials. If the AGA website posts a link to the Vendor's website, it must contain a link back to the AGA website.
2. The AGA does not provide separate facilities for Vendors for any reason and takes no part in Vendor relationships between each other. The AGA will not mediate or negotiate conflicts between Vendors.
3. The AGA is not liable for the materials sold by the Vendors or the satisfaction of its customers. Nor does the AGA take part in the resolution of any complaint regarding a vendor whether at an AGA event or not. The AGA will pass on the Vendor contact information, if necessary, and if able will inform the Vendor of any complaints received and the nature of the complaint, so that the complaint may be resolved expeditiously and to satisfaction of all involved. Failure of A Vendor to act responsibly regarding handling of such complaints may result in the Vendor being removed from the AGA website and AGA events.
4. All Vendors and their employees are expected and required to conduct themselves in a courteous, professional, and honest manner at AGA events. Threats of violence may be grounds to prohibit the attendance of an individual making such threats and the

Vendor employing the individual. Actual violence or threats thereof at an event constitute grounds for immediate removal from the event.

### **III. Specific Vendor Guidelines**

Since Vendors engage in for-profit activity, the following regulations apply to all Vendors that wish to sell products or services at AGA events, use any AGA property as part of a commercial enterprise, or enter into contracts with the AGA. These regulations are founded on three basic principles: 1) protection and promotion of AGA interests and property; 2) fair treatment of Vendors; and 3) meaningful promotion of Go in the United States.

1. Vendors that wish to vend at any AGA sponsored or sanctioned event should submit in advance a written request to the event organizers. The request should provide the following:
  - a) vendor's name, b) products or services to be offered, c) amount of floor area, table space and equipment needed, d) dates and times of attendance at the event, e) number of people representing the Vendor and names of each, f) phone and email contact information. Vendors must request and receive consent from the event organizers before setting up a vending area at an AGA event. The consent given shall apply only to that event unless otherwise indicated. To avoid miscommunication and to guarantee space, Vendors are highly encouraged to secure written consent from event organizers in advance.
2. Vendors interested in vending, marketing or distributing goods or services at AGA events on an ongoing basis may register their interest by sending Form A to the AGA Vendor Liaison. Form A places the Vendor on a list of Vendors to whom the AGA may direct inquiries for product information, offer opportunities to attend AGA events. Vendors are not required to submit Form A in order to submit applications to attend individual events, but Vendors that do submit form A shall be given first opportunity to attend.
3. Before the event begins, event organizers have the discretion to refuse for good cause a Vendor's application to attend, and, during an event, to terminate consent given and direct the Vendor to leave the premises for good cause such as lack of space, or inappropriate, dishonest or seriously disruptive behavior by the Vendor or any of its employees or agents.

### **IV. Vendor Fees and Charges at AGA Events**

1. Reasonable fees or charges as determined by the event organizers **may** be imposed on Vendors for the right to sell products or services at AGA events. All Vendors will be notified of the fees or charges at the time their request to attend is accepted. The fees or charges should be calculated to cover the estimated costs to the organizers of renting and/or preparing common space used by the Vendors, providing tables, chairs, power, lighting, security, meals, insurance, product storage, or other expenses charged by the facility or incurred by the organizer for the benefit of the Vendors. Fees or charges shall be applied fairly to all Vendors depending on the floor area, amenities and location of the Vendor's space, as well as the volume and nature of resources consumed or requested by the Vendor. Where Vendors are requested to accept discounted gift certificates, the fees shall be such that they do not impose an undue financial hardship on the Vendors.

2. Common space may be provided to Vendors by the event organizers at any AGA event and will be open to all Vendors at the event. Space will be allocated among Vendors who apply for space on a first-come first-served basis and who specify how much space is requested. The amount of space provided will be determined by the event organizers and may be limited by the venue itself, but shall be available on a fair basis to all Vendors. Based on availability, Vendors who apply for space late may be denied space or receive less space than requested.
3. Event organizers shall make every effort to notify Vendors of the schedule of fees or charges at least three weeks in advance of the event. For the annual US Go Congress, the notice period shall be at least eight weeks. Notice will be given to the Vendors who submitted Form A through email, fax, or US mail. All other Vendors will need to check the AGA website or contact the event organizers directly.
4. Some events may require all or part of fees to be paid in advance, or require that the vendor accept prize certificates. Payments may be made after the event if the fees and charges cannot be accurately determined by the event organizers at an earlier time. In such cases, Vendors may be asked to make a reasonable good faith deposit as determined by the event organizers before the event begins.
5. If an event is cancelled, Vendors shall receive a full refund of all advance fees paid. If the Vendor does not attend for any reason and does not provide notification in accordance with the event agreement, then one half of the fees or charges paid in advance **may** be forfeited to the event organizers.
6. If the event organizers agree to provide storage for early delivery of goods, Vendors may ship goods to the event in advance, and the event staff shall secure them safely until the Vendor arrives. In such cases, the event organizers will assume responsibility for such goods, except in cases of perishable goods and normal wear and tear.
7. Vendors are solely responsible at their own cost for transporting their goods to and from the facilities, accommodations, travel expenses, storage (unless paragraph 6 applies), meals, supplies, electrical cords, computers, photocopying, and liability insurance.
8. Event organizers may choose to provide a secure area for Vendors and their goods that can be locked overnight. In such cases, the organizers will assume responsibility for losses and damage while the area is locked. Otherwise, neither the event organizers nor the AGA will be responsible to any Vendor for any losses, damages, or theft at an AGA event for any cause other than the willful misconduct of the event organizers staff or AGA personnel.

## **V. Use of AGA Property**

1. Vendors may use AGA intellectual, proprietary and personal property in any form only with prior express written consent from the AGA. Individual AGA Chapters are not authorized to give consent on behalf of the AGA.
2. Fees or charges may be imposed by the AGA under the terms of the consent authorizing a Vendor to use AGA property. Such fees may be in the form of royalties, rental, usage fees, periodic payments, or any other mutually agreed upon arrangement.
3. Contracts authorizing the use of AGA property shall have a clear starting and ending

date for such rights. Vendor may receive exclusive rights over any AGA property for up to five consecutive years, after which further exclusive rights will be negotiated.

4. The AGA may allow or limit as it sees fit the use of any AGA property by Vendors in quantity, time and distribution.

## **VI. Definitions**

1. **AGA Event** – Any activity which is organized, sponsored, hosted, or sanctioned by the American Go Association or one of its member Chapters.
2. **Vendor** – any person, company, partnership, association or other form of legal entity that sells goods or services of any kind for profit, whether or not related to Go
3. **AGA property** - Such property includes but is not limited to: AGA logos, publications, letterhead, corporate records or documents, electronically stored information, CDs, promotional materials, software, movies, recording of AGA events in any form, or video and audio tapes.