



## INTERNATIONAL HEADQUARTERS

3951 Snapfinger Parkway Decatur, GA 30035  
Telephone: (404) 284-5533 Fax: (404) 284-0333

WWW.OPPF.ORG

@OFFICIALOPPF  
@OFFICIALOMEGAPSIPHI

**December 19, 2022**

Dear Prospective Vendor,

Thank you for your interest in becoming an authorized vendor for Omega Psi Phi Fraternity, Inc! Omega Psi Phi Fraternity, Inc. ("OPPF") has implemented updates to its vendor application process. ***Please review carefully.***

Please be advised that you must be issued a vendor's license or contract to:

- (1) manufacturer or sell retail products bearing OPPF trademark(s)/trade name(s), (also known as paraphernalia); and/or
- (2) sell products or services at any of the OPPF public functions.

**To become an Authorized Vendor or to renew an Authorized Vendor License**, you must complete and submit a 1) Vendor Application; 2) full payment; 3) signed Vendor Code of Conduct/Agreement; 4) Certificate of Insurance (proof of Insurance), and 5) verification of each good you intend to sell.

**You are not fully licensed until your Certificate of License is available on your profile in the OPPF Vendor Portal.** It is recommended that you download your Certificate of License as it may be required to be displayed at any fraternity events where you will be selling your products.

The contract is valid for one calendar year beginning January 1, 2023 and expires December 31, 2023. Be mindful to use the fraternity's [Branding Guide](#) to obtain the official colors and design guidelines.

### **I. Vendor Application and Payment**

Vendor Applications should be submitted with any changes/updates to company name or contact information. P.O. Boxes must be accompanied with a physical address. No Exceptions!

Applicants must promptly submit the license fee and/or any Marketplace Add-On's. Payments are made via the Vendor portal accessible via our official website, <https://oppf.org/omega-vendors/> by **debit or credit card ONLY.**

**2022 Existing Licensed Vendors will use the same user credentials to access the Vendor Portal at <https://vendorportal.oppf.org/> to renew for 2023.**

*For new vendors*, there will be a deposit of \$250.00 due in the registration portion of the application. **Please be advised that \$100.00 is NON-REFUNDABLE.**

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### II. Vendor Application Important Dates

The 2023 Vendor License Application will **open Tuesday, January 3, 2023 at 9am ET** and will **end March 31, 2023 5:00pm ET**. Once an application is started, you have thirty (30) days to complete the process. Any applications not completed within the 30-day window will be administratively rejected and the application fee will be returned less a \$100.00 administration fee for processing and handling.

### III. Vendors Code of Conduct

Vendors Code of Conduct must be acknowledged and submitted by each vendor with the vendor application. The Vendor Code of Conduct is to ensure that all vendors will, at all times, conduct themselves in a professional and respectful manner, as outlined by the Fraternity. Failure to do so could result in a fine or termination of your vendor's license up to three (3) years at the sole discretion of the Fraternity. OPPF also requires vendors to establish a policy and provide training for its staff, employees and volunteers to ensure compliance with the Code of Conduct.

### IV. Proof of Insurance

A Certificate of Insurance ("COI") must be submitted evidencing a minimal limit of

- One Million Dollars (\$1,000,000.00) **for each occurrence** and
- Two Million Dollars (\$2,000,000) **Aggregate and product liability coverage.**
- **The certificated holder** must be Omega Psi Phi Fraternity, Inc. 3951 Snapfinger Parkway Decatur Georgia 30035.
- The COI must name the Omega Psi Phi Fraternity, Inc. and its unincorporated Chapters as an **additional insured.**

To finalize the licensing process, a COI is required, after which you may receive a Certificate of License if deemed a licensee by Fraternity. **Failure to provide the International Headquarters with a current COI will result in the rejection of your application and your application fee being returned less a \$100.00 administration fee for processing and handling.**

Please visit our official website for guidance and COI examples, <https://oppf.org/omega-vendors/>

**NOTE: If your insurance coverage expires or lapses prior to the end of the licensing period, you must within 72 hours, provide the new COI to IHQ. Failure to do so, will result in the termination of your license and removal from the approved vendors list.**

### V. Verification of Goods

Applicants are required to upload a photo of each item it intends to sell per category bearing the Fraternity trademarks. Verification ensures the goods you desire to make, and sell are not prohibited and meet the Fraternity standards. You may also be required to provide a representative physical sample(s) to ensure quality.

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**Applicants must also verify that the items it intends to sell are those of its own design and/or that they have permission to sell the items whose unique design belongs to another vendor.** Using or misusing the designs and/or goods belonging to another vendor may result in a fine, suspension and/or termination of your license.

### **VI. Proof of Ownership of Company/Business**

Applicants who are members that are seeking the membership discount must be a financial member in good standing of the Fraternity and must clearly establish that they are the owner/principal of the business applying for the vendor license by including the following current information: 1) proof that you are the majority owner; 2) your percentage of business ownership; and 3) your position in the business. If applicant seeking the membership discount is unable to provide proof ownership, we may modify your application to reflect the appropriate status or administratively reject your application.

If applicable, the applicant is also required to submit a list of all company subsidiaries that will also sell Omega items and Fraternity goods associated with each subsidiary that it intends to sell. You are also to include electronic photos of each item per category of goods selected on your application.

### **VII. Vendor Agreement**

Vendors must complete a Vendor Agreement before participation in fraternity events. After the applicant has submitted a signed Vendor Agreement, along with the other items on the checklist, the Fraternity will review and finalize the vendor application process. A Certificate of License will be issued to those it deems appropriate. **Failure to provide the International Headquarters with a signed Vendor Agreement and all other requested documents will result in the rejection of your application and your application fee being returned less a \$100.00 administration fee for processing and handling.**

### **VIII. Manufacturer/Distributor Requirements**

The definition of a manufacturer includes at least one of the following, and may not be limited to, anyone or entity that makes, manufactures, or causes another to make or manufacture items bearing Fraternity Marks. Restrictions imposed upon an applicant to obtain or renew vendor retailer's or manufacturer's license include, but are not limited to:

- a. are prohibited from directly contacting officers, staff, chapters or members outside of the vending area unless approved by the Executive Director in writing;
- b. will not sell Fraternity goods to wholesalers, distributors, thrift shops, second-hand shops, on third party internet companies such as eBay, Amazon, Walmart Marketplace, ETSY or similarly situated individuals, companies or businesses without prior separate written permission;
- c. will not make or sell any item prohibited by the Fraternity that bears its mark;
- d. will not make or sell any item bearing the Fraternity mark in conjunction or co-branded with the trademark of another entity.

Failure to abide by these restrictions may result, in the Fraternity's sole discretion, a fine, suspension or combination of the two; termination of your license, and all resulting damages including consequential and incidental to the Fraternity and its affected chapters and members.

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### **IX. Available Licenses/Fees**

Applicant must submit the applicable license fee(s) from the following fee schedule. These fees do not include, or guarantee, booths or exhibit space at the Grand Conclave, Undergraduate Summit, Leadership Conference, or Regional Conferences which may be available at an additional cost.

#### **Vendor License – Retailer Tier**

Verified Financial Members of Omega	\$ 750.00
Existing (Renewal) Vendors	\$ 915.00
New Vendors	\$ 1,050.00
Vendors with 10+ or more years of consecutive vending history with Omega	\$ 815.00

#### **Vendor License - Manufacturer Tier**

Existing (Renewal) Manufacturer ONLY	\$ 2,500.00
New Manufacturer ONLY	\$ 3,500.00
Existing (Renewal) Manufacturer and Vendor (Retailer)	\$ 3,500.00
New Manufacturer and Vendor (Retailer)	\$ 4,500.00

*Note: If you sell or plan to sell to other Vendors, you are considered a Manufacturer*

#### **Marketplace Add-On Tier fees are in addition to Vendor's License**

Vendor Retailer access to platforms similar to Amazon	+\$ 2,500.00
Manufacturer access to platforms similar to Amazon	+\$ 3,500.00
Vendor Retailer access to platforms like Etsy	+\$ 1,500.00
Manufacturer access to platforms like Etsy	+\$ 2,500.00

**Purchase of a Marketplace Add-On does not include rights to sell retail products bearing Omega Psi Phi Fraternity, Inc. ("OPPF") trademark/trade names on the Walmart Marketplace.**

**NOTE:** Purchase of Marketplace Add On gives Vendor written permission to sell retail products bearing Omega Psi Phi Fraternity, Inc. ("OPPF") trademark/trade names on selected platforms. You must pay for any marketplace Add-On individually (e.g., Vendor Retailer seeking access to marketplaces similar to Amazon and access to marketplaces similar Etsy- will be required to remit a total of \$4,000.00 in addition to license fee)

**Founders Mark** – Please note that the right to sell goods/merchandise bearing the name(s), likeness, or reference to OPPF Founders, or Past or Present Grand Basilei (International Presidents) is **explicitly prohibited without prior separate written permission.**

### **X. Unauthorized Use of OPPF Trademark(s)/Tradenam(e)s**

Any individual or entity seeking a vendor license with a proven history of selling products/services bearing OPPF Trademark(s)/Tradenam(e)s of any type across any sales platform/channel without a prior OPPF issued Vendor's license may be subject to legal action, including but not limited to a monetary fine in addition to licensing fees. Self-reporting violations and applying for a OPPF vendor license is the best way for individuals/entities to avoid legal action and reduce or eliminate fines.

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### XI. Legal Notice

Any use of OPPF trademarks/tradenames must comply with these Trademark Guidelines, or other licensing/contractual arrangements with OPPF. Third parties, including licensees, may never claim ownership rights in OPPF trademarks/tradenames, or brands that are confusingly similar to OPPF trademarks/tradenames, in any manner, including without limitation as a trademark, service mark, company name or designation, domain name, social media profile/handle, or in any other manner.

OPPF expressly reserves the right in its sole discretion to terminate, revoke, modify, or otherwise change permission to use its trademarks/tradenames at any time and expressly reserves the right to object to any use or misuse of its trademarks/tradenames in any jurisdiction worldwide.

### XII. Prohibited Items

Prohibited items include, but are not limited to: alcohol; tobacco; hazing; paddles and items tied to a culture of, and associated with, hazing (paddles); using the Crest or Shield on items that are related to children 18 years of age or younger; items that are sexist; sexually suggestive or explicit remarks; profanity; firearms or other weapons; or drug-related paraphernalia; controlled or illegal substance; that cast the Fraternity in a negative light; that endorses or associates the Fraternity with any other organization or entity without prior written expressed permission; anything that conflicts with the ideals and principles of the Fraternity; political campaigns or promotion of political causes; and those that are in bad taste, racist or demean another's heritage, sexual orientation, race, color or creed. All forms of subscriptions are prohibited unless by a separate written agreement with the Fraternity. In addition, Omega Marks may not be used on clothing for non-members, women or pets.

Following is a checklist of the documents needed by the Fraternity to begin the Vendor Application process:

- Vendor Application and Payment (fees are non-refundable after approval)
- Verification of Goods (representation of each item per category as an electronic file and possible submission of sample(s))
- Acknowledgement of Review of Vendor Rules & Regulations and Exhibitor Vendor Tips documents
- Vendor Code of Conduct/ Vendor Agreement
- Certificate (Proof) of Insurance

**Please NOTE unless ALL requested documents are uploaded and approved within thirty days (30) of beginning your application, your application may be rejected and your application fee will be returned less a \$100.00 administration fee for processing and handling.**

If you have additional questions, please feel free to contact the International Headquarters, Vendor Relations team at [vendors@oppf.org](mailto:vendors@oppf.org).

Sincerely,



John Howard  
Executive Director



Frank Coleman

