

2010 Home & Garden Festival Exhibitor Agreement

September 11 & 12

Ladore Lodge Camp Retreat & Conference Center

287 Owego Turnpike • Waymart, PA 18472

Setup: Friday, Sept. 10th at Noon – 8pm
Unless prior arrangements are confirmed.

Dismantle: Sunday, Sept. 12th at 5:15pm
No Exhibits may be removed before 5:15pm
or a \$300 fee will be applied.

Company (Exhibitor):

Show Contact:

NOTE: Most show communication will be via email so please provide the name and contact information for the person handling the show details.

Email:

Website:

Phone:

Fax:

Address:

City:

State:

Zip:

Builder's Hall Booth Rates – Non-Carpeted Area:

| | Member | Non-Member | Payment Received by: | Booth # | Total |
|------------------|--------------|---------------|-----------------------------|---------|----------|
| 9x10 Booth | \$ 350 | \$ 575 | June 1, 2010 | _____ | \$ _____ |
| | \$ 400 | \$ 625 | June 1–August 1, 2010 | _____ | \$ _____ |
| | \$ 450 | \$ 675 | August 1–Sept. 1, 2010..... | _____ | \$ _____ |
| End Aisle..... | \$ 725 | \$1,200 | June 1, 2010 | _____ | \$ _____ |
| | \$ 750 | \$1,250 | June 1–August 1, 2010 | _____ | \$ _____ |
| | \$ 775 | \$1,275 | August 1–Sept. 1, 2010..... | _____ | \$ _____ |

Note: Price increases \$50 according to date deadlines as noted above.

Builder's Hall Booth Rates – Carpeted Area:

| | | | | |
|--------------|---------------|---------------|-------|----------|
| 9 x 10..... | \$ 400 | \$ 650 | _____ | \$ _____ |
| 17 x 13..... | \$1,250 | \$1,475 | _____ | \$ _____ |
| 10 x 24..... | \$1,250 | \$1,475 | _____ | \$ _____ |
| 20 x 24..... | \$1,850 | \$2,075 | _____ | \$ _____ |

Outside Vendor Spaces*

| | | | |
|--------------|--------------|-------|----------|
| 10 x 10..... | \$ 50 | _____ | \$ _____ |
| 15 x 15..... | \$ 100 | _____ | \$ _____ |
| 20 x 20..... | \$ 125 | _____ | \$ _____ |
| 20 x 30..... | \$ 150 | _____ | \$ _____ |

For larger outside vendor spaces, please contact the WCBA office for square footage pricing.

*Members receive a 25% discount. Contract & payment must be received by Aug. 1, 2010 to qualify for discount.

Please check preference of Site Type: Grassed Area Paved Area

Limited electrical outdoor space is available on a first come, first serve basis: add'l \$25 per vendor \$ _____

Please specify electrical use and wattage, if known: _____

Home Arts Building Vendor Spaces* Square footage only. Vendors supply their own tables and chairs.

| | | | |
|--------------|--------------|-------|----------|
| 10 x 10..... | \$ 100 | _____ | \$ _____ |
| 10 x 20..... | \$ 200 | _____ | \$ _____ |

*Members receive a 25% discount. Contract & payment must be received by Aug. 1, 2010 to qualify for discount.

Wayne the Builder Participation : \$50 + \$ _____

Potting Bench Donation : \$50 discount..... - \$ _____

TOTAL PAYMENT \$ _____

Payment: Check should be made payable to the **Wayne County Builders Association.**

All discounts, including early payment discounts do not apply for credit card charges.

Cancellation Policy: Exhibitor shall have the right to cancel this contract at any time by written notice to Wayne County Builders Association, subject to the following: Contracts executed before June 1, 2010 must be accompanied by one-half (50%) payment. Contracts executed after June 1, 2010 must be accompanied by full payment. If written notice of cancellation is received before June 1, 2010, WCBA will refund all monies received to date. No refunds will be made after June 1, 2010 and the exhibitor is responsible for full payment of contract. No verbal cancellations by the Exhibitor are accepted.

I have read and understand this entire Agreement including but not limited to the Rules and Regulations. I do hereby certify that I am a duly authorized agent of the Exhibitor and that I am authorized to make and execute an Agreement for the exhibition space in its behalf. I further acknowledge that I accept all Rules and Regulations as an integral part of this Agreement incorporated herein by reference and that I have received a copy of this Agreement.

Your Signature:

Date:

Print Name / Title:

RETURN SIGN CONTRACT AND PAYMENT TO:

Wayne County Builders Associators • PO Box 378 • Hawley, PA 18428 • T: 570-226-4941 • F: 570-226-4990

Reduced rental prices available through RentEvent at (570) 253-TENT and rent-e-event.com

2010 Home & Garden Festival Exhibitor Agreement

Rules & Regulations

- Exhibitor agrees to install an attractive and educational display of Exhibitor's products or services.
- Exhibitor agrees not to sublet or assign any portion of Exhibitor's space.
- Exhibitor agrees to provide a complete list of products Exhibitor will display, if required, as part of this contract agreement. All exhibits must conform strictly to the lines and articles covered in the contract.
- Exhibitor agrees to observe designated hours of the festival as shown on the Festival pamphlet and contract.
- Exhibitor agrees to arrange display so as not to obstruct view or mar general harmony of the exposition.
- Exhibitor agrees to confine all activity concerning Exhibitor's display within the limits of Exhibitor's exhibition space; working the aisles is not permitted. All T.V., radio, hi-fi, musical instruments and other machines producing sound must be kept to a volume not to disturb neighboring exhibitors.
- All goods, wares and merchandise of any kind placed in the exposition is understood to be at the owner's risk and by acceptance of this contract, the Exhibitor releases the sponsors and management from any liability for damage, injury or loss, to any person, or goods, from any cause whatsoever.
- The driving of nails, screws or use of any method of attaching material to walls, floors, railings or paved areas is prohibited. Exhibitor will be required to replace, repair or otherwise assume expense for any defacement or injury of premises caused by Exhibitor's exhibit or representative.
- Exhibit will be built within the designated area covered by contract space. Back walls will be constructed to a height of 8 feet. Sidewalls will be constructed to a height of 3 feet.
- Uniform set-up furnished by the management includes janitorial service (aisle only) and general lighting, all within the limits of the facilities of the building.
- No highly flammable or explosive materials will be permitted either for decoration, display or use within the building. The use of paper or fabric display materials will not be permitted unless considered flame-proof by the management of fire departments.
- No open flame will be permitted within the building except by consent of management and the facility.
- Heavy materials or equipment shall not be dragged, skidded or rolled over the floors, but will be carried or moved on wheels of such size and type as will not cause scratches or marks irremovable by ordinary routine methods of cleaning.
- Materials and equipment that might cause a stain, mark, mar or discoloration of the floors or walls shall be protected against such damage by water-tight pans, shields, baffles or other suitable devices.
- No activities accepted within the definition of gambling will be permitted in the building or on the grounds.
- No liquor or intoxicating beverages will be permitted in the building or on the grounds at any time during the exposition. Installation of exhibits may start at the designated time and must be completed no later than outlined in the WCBA Home & Garden Festival pamphlet. Setup and dismantling time will be strictly enforced.
- **NO EXHIBITS MAY BE REMOVED BEFORE THE OFFICIAL CLOSE OF THE FESTIVAL OR A \$300.00 DISMANTLING FEE WILL BE APPLIED.**
- It is understood and agreed that in case the management shall fail to open The WCBA Home & Garden Festival, as herein provided, or to furnish space to the Exhibitor herein described, or comparable space as herein described, it will refund to the Exhibitor all sums paid here under, which sum shall be in full liquidation of all loss or damage suffered by the Exhibitor. If, however, the management is unable to open the WCBA Home & Garden Festival as herein provided, or is compelled to postpone or relocate said festival on account of strikes, fires, casualties, acts of God, or other causes beyond management's control then it shall not be in any matter financially liable to the Exhibitor.
- Management reserves the right to adopt and promulgate such further rules and regulations, as shall be reasonably necessary for the convenience and safety of all Exhibitors, and any and all such regulations or rules and regulations as shall be as much a part hereof as though fully incorporated herein. Exhibitor agrees to con-form and abide by said rules.
- Any Exhibitor breaching or violating any of the above rules and regulations, shall, upon oral notification by the Association, forthwith comply with such rules and regulations. Management reserves the right to refuse any exhibit, Exhibitor to comply herewith, to cancel the Exhibitor's lease and remove, at Exhibitor's expense, its exhibit and to retain all monies previously paid to it for rent as liquidated damages for Exhibitor's breach.
- Because the prestige of the WCBA Home & Garden Festival depends on the quality and responsibility of the Exhibitors, a review is made of all Exhibitors. In fairness to the Exhibitors and public alike, the management reserves the right, or any Exhibitor, or employee, which or who in the opinion of the Lessor is not in the best interest of the Festival, and may at any time without assigned cause without notice, cancel the agreement and remove the lessee, exhibitor agents and property from the building. In the event of such cancellation, the Lessee hereby waives any claim for damages or for the recovery of any rental monies.
- If the Exhibitor shall fail to meet all payments for space or other charges, or make satisfactory arrangements for payment, the Lessor may seize property of Exhibitor and hold it until all unpaid charges are fully settled together with accrued storage charges, moving costs, attorney's fees, collection fees and court costs, if any.
- The Lessor shall not be responsible for loss or damage of any Exhibitor's merchandise, display material, or personal property. Exhibitors are cautioned to use care in safeguarding exhibit materials and property during the installing period, during the festival, and when the festival is being dismantled.
- The Lessor will not in any way be liable for any injury that may occur to an Exhibitor, Exhibitor employees, or Exhibitor agents, or for the safety of any exhibit against accident or any other destructive causes.
- No Exhibitor may allow any article to be brought into any act to be done upon the premises that will deface any part of the building or permit anything to be done by Exhibitor employees or Exhibitor agents by which the premises may be in any manner injured, marred or defaced. Violations of the regulation will give the Lessor the right to annul the lease and the Exhibitor will forfeit to the Lessor all monies which may have been paid for rental and must reimburse the Lessor for the cost of repairing such damage to the building.
- No Exhibitor shall assign, sublet or apportion the whole or any part of Exhibitor allotted space, nor display any goods other than those manufactured or sold by them in the regular course of business. No name signs or courtesy cards are to be used on any articles unless the supplier of such article is also an Exhibitor in this Festival.
- The Lessor reserves the right, should any space be forfeited because of non-payment of rental when due or other violations, to rent such space to any other applicant, but this cause shall not be construed as affecting the obligation of the original Exhibitor to pay the full amount of rental agreed upon in case the space shall or shall not be re-let.
- The Lessor reserves the right to rearrange floor plan, to make adjustment of space allotments and relocate any exhibit as it deems necessary for the best interest of the WCBA Home & Garden Festival.
- The Exhibitor agrees to indemnify and hold harmless the Wayne County Builders Association, for any claims for damages or loss or any claim, cause or action, or cost whatsoever in connection with the WCBA Home & Garden Festival.