

## **SHOW TERMS AND CONDITIONS**

All exhibits and exhibitors are subject to the following rules and regulations. The word "management" used herein refers to event management or Travelin' Nuts, LLC acting through its agents or employees in the management of the event. This contract for exhibit space, when properly executed by the Exhibitor and Management, shall be considered a binding agreement between the two parties.

**Qualifications** – Eligibility is generally limited to selected persons or firms who deal in products or services related to the craft, art, or gift industry. Applicants may be required to submit a description of the nature of their business and the scope of items to be exhibited. Management reserves the right to reject anyone's application to exhibit.

**Assignment of Space** – Management will attempt to honor an applicant's request for booth space. However, management reserves the right to assign applicant the best space available should their choice be unavailable. The event floor plan is subject to change without notice.

**Restrictions** – Management may, at its discretion, prohibit, restrict, and/or evict exhibits, which are in the sole opinion of management, objectionable for any reason including, but not limited to: danger, noise, safety, method of operation, objects on display, and/or method of display. Management may also prohibit, restrict, and/or evict any exhibit, which may detract from the general character of the event. Management may further restrict, prohibit, and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else management judges to be objectionable. In the event of such restriction, management is not liable for any refunds, rentals, or other expenses.

**Registration** – Each exhibitor is entitled to a limited number of free exhibitor badges for space rented. Badges will not be transferable and management reserves the right to withdraw the use of any exhibitor badge or pass used to gain admission to the event by any person other than the one whom it was issued. Registration policies and procedures shall be under the exclusive control of event management at all times.

**Character of Exhibits** – Exhibitor agrees to display only those products or services described in this contract. Each exhibit must comply with applicable laws, codes, and ordinances. All demonstrations and promotional activities must be confined to the limits of the exhibit space. No radio or cell phone amplification is allowed. Exhibits over 8' tall need to be cleared with management. **All tables must be draped to the floor.**

**Subletting of Space** – Exhibitors shall not assign, sublet or apportion any exhibit space in whole or in part. **Two or more firms or individuals may not exhibit in a single space.** Doing so will result in immediate expulsion from the event.

**Exhibit Space Payment** – All monies paid for exhibit space will be retained by management and are not refundable or transferable if exhibitor fails to fulfill or violates this agreement or reduces the size of his exhibits or withdraws from event. If exhibitor fails to submit payments at times specified, management has the right to take possession of exhibitor's space and lease it to another party. Exhibitor shall pay the booth fee with the signed agreement no later than the indicated deadline. **Make checks payable to Travelin' Nuts LLC. All returned or NSF checks are subject to a \$35.00 processing fee.** Exhibitors with outstanding payments due will not be permitted to move into the show. Space payments include contracted real estate and promotion of the event. All other booth equipment is additional to the exhibit space rate.

**CANCELLATION POLICY:** - **A service charge of 10% of the total space fee will be charged to the exhibitor for cancellations prior to June 1st. For cancellations occurring between June 1st and June 30th, there will be a 50% charge of total space fees. For cancellations occurring July 1st and after, there will be NO refund.**

**Installation of Exhibits** – Installation of exhibits will be completed according to the schedule established by management and must be complete and ready no later than one hour prior to event opening. Moving of exhibits after event opening is prohibited. Exhibits shall be maintained intact and attended during all regular event hours. Exhibits shall be installed, maintained and removed in the safest possible manner.

**Care of Space** – Exhibitors shall surrender their space in the same condition it was taken over. If the space occupied is damaged by exhibitor, employees or guests, exhibitor shall pay such claims as necessary to restore the space to its original condition.

**Removal of Exhibits** – Exhibits will not be permitted to leave the event site at any time after installation until the final closing of the event. **No early teardowns will be permitted.** Exhibits must be removed in a timely manner. If not timely removed, management reserves the right to hold exhibitor responsible for all costs incurred by untimely removal.

**Sign and Displays** – All signs and displays shall remain in the exhibitor's space, and must be designed and constructed as to not detract from other exhibits. Booth signs and displays cannot exceed 8' in total height without the prior approval of management.

**Fire Hazards** – Explosives and inflammable materials which conflict with insurance underwriting of Fire Department guidelines must be excluded. All exhibits must be in compliance with ordinances and laws of the city and state in which the event is held. **No Open Flames.**

**Insurance and liability** – Travelin' Nuts LLC suggests all exhibitors maintain their own insurance. Neither management, sponsors, facilities, nor their representatives, will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract. The exhibitor signing the contract expressly releases the above named corporations or individuals from any and all claims and all loss, damage, or injury whatsoever. Exhibitors are advised to carry insurance for loss and public liability. The exhibitor is charged with knowledge of all applicable local laws, ordinances and regulations.

**Loss, Theft or Damage Insurance** – Management shall not be responsible for any loss, theft, or damage to the property of the exhibitors, their employees, representatives, or agents.

**Force Majeure** – If any part of the exhibit area is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor disputes, riot or any other cause it is necessary to cancel, postpone, re-site the event, or reduce installation time, event time, or move-out time, the event shall not be liable to indemnify or reimburse the exhibitor in respect of any loss, direct, or indirect arising as a result thereof.

**Taxes and Licenses** – Exhibitor shall be responsible for obtaining any licenses, permits or approvals, required under local or state law applicable to their activity at the event. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activity at the event.

**Use of Exhibitor's Name** – Exhibitor authorizes management, its agents and employees, to use the exhibitor's name to promote the event, and solicit other exhibitors for this and future events.

**Amendments** – Management will have the full power and interpretation and enforcement of all contract rules and regulations contained, herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for proper conduct of the event.