

## Meriwether Lewis Arts & Crafts Show Terms and Conditions

**1 DEFINED TERMS.** The term "Event" means the Maury County Arts Guild's Meriwether Lewis Arts & Crafts Show scheduled to be held October 13<sup>th</sup> and 14<sup>th</sup>, 2007 (the "Event Dates") at the Meriwether Lewis State Park on the Natchez Trace Parkway (the "Event Facility"). The Event is owned, produced and managed by the Maury County Arts Guild.

**2 CONTRACT ACCEPTANCE.** This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of MCAG. MCAG may refuse acceptance of any contract for any or no reason. MCAG makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters before or after the open hours of the Event.

**3 ASSUMPTION OF RISKS.** Exhibitor expressly assumes all risks associated with Exhibitor'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 Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to such property (whether or not stored or on display), including any subrogation claims by its insurer. Neither MCAG nor the Event Facility accepts responsibility, liability, nor is a bailment created, for property delivered by or to Exhibitor. Neither MCAG nor the Event Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not. Neither MCAG nor the Event Facility shall be liable for any violation or infringement (or claim of violation or infringement) by Exhibitor of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right, (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor.

**4 QUALIFICATIONS OF EXHIBITOR.** MCAG, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that manufacture handmade Arts & Crafts products. Applicants are required to submit a description of the nature of their business and the items to be exhibited. MCAG reserves the right to restrict or remove any exhibit that MCAG, in its sole discretion, believes is objectionable, inappropriate, contrary or questionable to MCAG event policies.

**5 ASSIGNMENT OF SPACE.** Exhibit space shall be assigned by MCAG in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar spaces will be assigned for future Events. MCAG reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason. MCAG reserves the right to determine the eligibility of any person, product, company or firm for inclusion in the Event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specified in its application. MCAG further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion.

**6 BOOTH PLACEMENTS.** MCAG will attempt to honor all booth placement requests if application and payment are made within stipulated time limit. However, MCAG reserves the right to make alternative placement. Offers made as to location of space are current policy and not a guarantee. MCAG shall be the final authority in assigning space.

**7 CANCELLATION OF THE EVENT.** If MCAG cancels the Event due to circumstances beyond the reasonable control of MCAG (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), MCAG shall refund to Exhibitor its exhibit space rental payment previously paid, minus a reasonable share of costs and expenses incurred by MCAG, in full satisfaction of all liabilities of MCAG to Exhibitor.

MCAG reserves the right to cancel, rename or relocate the Event or change the Event Dates.

**8 MOVE-IN AND SET-UP.** All exhibitors must be checked in with the Show Office by 8 AM on October 13, 2007. Exhibitors not checking in by that time will forfeit exhibit space, which may then be reassigned by MCAG. Set-Up is from 2:00PM-6:00PM on October 12<sup>th</sup> and 7:00AM – 9:00AM October 13<sup>th</sup>, 2007. All exhibits must be set up and ready by conclusion of move-in.

**9 MOVE-OUT.** All exhibits must remain intact until 5:00 PM on October 14<sup>th</sup>, 2007. At that time, exhibitors may begin packing. Move-out must be completed by 8:00PM on October 14<sup>th</sup>, 2007.

**10 LISTINGS AND PROMOTIONAL MATERIALS.** Exhibitor grants to MCAG a fully paid, perpetual, non-exclusive license to use, display and reproduce the name, trade names, product names, photographs and descriptions of Exhibitor and Exhibitor's goods to use such information in MCAG promotional materials. MCAG may also take photographs of Exhibitor's booth space, exhibit, guests and personnel before, during or after the open hours of the Event, and use these photographs for any promotional or informational purpose deemed appropriate by MCAG.

**11 CARE OF EVENT FACILITY.** Exhibitor shall promptly pay for any and all damages to the Event Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

**12 FOOD AND BEVERAGES.** Exhibitors may not sell or distribute any food or beverages from its booth or elsewhere except as a contracted food vendor, without express advance written permission from MCAG.

**13 INSURANCE.** Exhibitor shall, at its own expense and peril, elect to secure and maintain insurance for personal items. Any insurance policies held by Exhibitors during the Event, for the purposes of the Event, or any policy that covers the Event, shall name as additional insured's MCAG, the Event Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies satisfactory to MCAG shall be furnished to MCAG.

**14 COPYRIGHTED MATERIALS.** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights, in writing, and paid all required royalties, fees or other payments.

**15 OBSERVANCE OF LAWS.** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rule and regulations, and all rules and regulations of the Event Facility. Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

**16 INCORPORATION OF RULES AND REGULATIONS.** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by MCAG in its sole discretion. MCAG may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by MCAG as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including any additional rules or regulations adopted by MCAG) states the entire agreement of the parties with respect to the subject matter hereof.

**17 CHARACTER OF DISPLAYS.** Use of Aisles and Common Areas. Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products and literature with which it has the legal right to exhibit. The aisles, common grounds and other spaces remain strictly under control of MCAG.

No signs, decorations, banners, advertising material or special exhibits will be permitted outside of the booths, except by written permission of MCAG. Balloons, stickers, pins and buttons are prohibited at all times in the exhibit areas. (Handouts with gummed backing that adhere or cause adhesion are considered stickers.)

**18 FIRE AND SAFETY LAWS AND RULES.** Federal, state and city laws must be strictly observed. Exhibitor shall not bring or permit in the Event Facility any flammable, explosive, dangerous or volatile material or material under high pressure, including weapons, gasoline, kerosene, acetylene, propane or other fuels or combustibles. Exhibitor's display must meet all required fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire.

**19 NO SHOW POLICY.** If Exhibitor, through circumstances beyond control, is delayed in arrival or setup, Exhibitor must notify the Event Director at the Event Facility. Non-notification will result in resale of space, and no refunds will be made.

**20 TAXES AND LICENSES.** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor 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 Event.

**21 ADDITIONAL TERMS AND CONDITIONS.** MCAG has sole control over all Event policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed full earned and non-refundable at the time of payment. Exhibitor agrees to conduct his/her self at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, MCAG, in its sole judgment and discretion may refuse to consider for participation in future Events and Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. The use of cameras and video cameras by Exhibitors on the Show grounds is strictly prohibited without the prior written permission of MCAG.

**22 GOVERNING LAW.** This contract is governed by the laws of the State of Tennessee and the County of Maury, as applied to contracts entered into and entirely performed within that State by residents and guests of that State. The federal and state courts located in the State of Tennessee shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction in any matter brought in accordance with the foregoing.

**Initial here:** \_\_\_\_\_