

Antique Elegance

by Aileen Brady

TERMS & CONDITIONS

1. Exhibits shall be installed and removed at the expense of the Exhibitor, and shall remain in place until after the closing of the show. Exhibitor agrees to keep its property and personnel within the confines of its booth at all times while the show is open. Please note set up and tear down times on contract. Exhibitor must remove all property by 9:30 pm on evening that show closes. After 9:30pm exhibitor will be charged fees to pay overtime to Antique Elegance personnel and city employees that are required to stay until everyone is out of the building.
2. The Show Management reserves the right to make such changes in floor plan and exhibits spaces assigned as in its sole discretion are required in the best interest of the Show and in order to best serve the Exhibitors as a whole.
3. The Show Management reserves the right in its sole discretion to restrict and prohibit exhibits which are, or may become objectionable. This right includes the conduct of individuals, the content of the promotional material and the method of displays that affect surrounding booths. Exhibitor hereby acknowledges that the Show Management may remove or restrict any exhibit or the conduct of any persons associated with or connected with said Exhibitor fails to comply with Shows Management's restrictions and prohibitions. Show Management or any lawfully constituted authority acting at Management's request shall have the right, using such force as necessary, to compel Exhibitor's compliance or to remove the Exhibitor, its property and personnel from the premises. Exhibitor waives any claim for damages sustained thereby and preclude recovery in a court of law.
4. Any complaints about the conduct of the show, problems with an individual, exhibit space and all other complaints of any nature shall be brought to the attention of Management in writing within 2 hours of discovery in order to give Management an opportunity to respond to the complaint. Each complaint shall be detailed and include all the contentions of the Exhibitor. Exhibitor agrees that failure to comply with this provision shall constitute a waiver by the Exhibitor to any damages sustained thereby and precluded recovery in a court of law.
5. Any litigation to enforce the provisions of this contract shall be brought in Collin County, Texas and the prevailing party in such litigations shall be entitled to the recovery of reasonable attorney's fees and court costs.
6. This contract cannot be assigned by Exhibitor and no portion of the leased space can be sublet. If you wish to share a space with another dealer you must have prior approval from show management and you must both sign a contract and terms and conditions. Extra fees may apply. No business names will be added to badges or lists without a contract from that dealer.
7. Management shall not be liable for any damages or loss, regardless of the cause, to either person or property of the Exhibitor or his/her employees or representatives. Exhibitor expressly waives any such claim.
8. Exhibitor agrees to protect, defend, indemnify and hold harmless Aileen Brady, successors, and assigns from any loss, damages or expense sustained by any reason of any lawsuit, claim, demand, judgment and cause of action caused or asserted by exhibitor or resulting from acts of the Exhibitor, its employees, agents, volunteers, or any subcontractor arising out of or in consequence of the performance of this contract.
9. Any notice required by this contract shall be in writing and sent certified mail, return receipt requested to the address contained on this contract unless written change of address has been provided in writing to the other party.
10. The **TERMS & CONDITIONS** and the **RULES & REGULATIONS** of the show Documents constitute the entire agreement between the parties. Any additions or changes to the contract shall only be binding if in writing. This document shall only constitute a valid enforceable contract between the parties when signed by the Exhibitor and accepted by the authorized agent of Management.
11. Management reserves the right to postpone, cancel or close the show if, (1) in its judgment, an insufficient number of applications have been received to make the show feasible; (2) The Addison Conference center becomes destroyed or damaged by fire or any other catastrophe to such an extent that it becomes unsuitable to accommodate the show, and (3) it is unable to put on the show for any other reason beyond its control. In the event the show is cancelled a full refund of any deposit made shall be promptly given to all applicants. In the case of a postponement the event will be rescheduled to another date and all applications and deposits will be reassigned to the new date and time unless written request for a refund is received within 15 days from when the notice was received.

RULES & REGULATIONS

1. Items for sale must be Antique, Vintage or made with at least 85% Antique materials. NO REPRODUCTIONS ALLOWED!
2. Exhibit spaces shall only be used for display, promotion and sales of items handled by Exhibitor.
3. All restocking shall be done before and after show hours.
4. The parties agree that Management will not provide insurance and such will be the sole responsibility of the Exhibitor.
5. All prices for merchandise shall be established prior to opening of the show and no "SALES" shall be conducted.
6. Exhibitors shall have a tax ID number, sales tax permit and comply with all state and federal tax laws.
7. Each Exhibitor shall be responsible for all local, state and federal taxes imposed as a result of participation in the show.
8. Every Exhibitor shall provide heavy duty extension cords to bring electricity from existing outlets to each booth.
9. At the conclusion of the show, each Exhibitor shall remove his display, person property and pick up all trash in his area prior to departing.
10. No firearms are allowed in the building. You may not sell firearms and you are not allowed to carry firearms according to building rules.

EXHIBITOR NAME (printed)

EXHIBITOR SIGNATURE

DATE