

First Steps Baby Expo, LLC P.O. Box 993 St. Cloud, MN 56302-0993

# 2015 Exhibitor Contract "Crafters Corner"

The "Crafters Corner" allows small, home based, retail businesses that are not supported by a parent company or national brand to sell and introduce their products at the First Steps Baby Expo. "Crafters Corner" booth spaces will be reserved using the information provided below and will be assigned based on the date full payment of the booth is received. The First Steps Baby Expo is April 11, 2015 at the River's Edge Convention Center from 9:00am – 2:00pm.

## Standard Booth Options: **Crafters Corner** 8ft. Table and 2 8x10 \$100.00 chairs (includes linen and skirting on table) Additional Options: Option total: Option Cost Qty Extra Chair \$2.00 each Electric (20 AMP/110VOLT) \$70.00 \$4.99 Wi-Fi Attendee List \$30.00 (List of Attendees will be sent by Email only) E-mail address:

If you want any options, they must be listed, if they are not, we will not be able to provide them the day of the show!

Exhibitor Contract Continued...



# Please provide the following for published materials: Company: \_\_\_\_\_\_ Contact Person: \_\_\_\_\_\_ Address: \_\_\_\_\_\_ City: \_\_\_\_\_ St: \_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_ TOTAL DUE FOR OPTIONS: \$\_\_\_\_\_ + BOOTH SPACE = \$\_\_\_\_\_ Terms: Due upon receipt to confirm booth space. Please make checks payable to: First Steps Baby Expo, LLC Send Order form to: First Steps Baby Expo, LLC P.O. Box 993 St. Cloud, MN 56302-0993

Exhibitor assumes any and all liability for any loss, damage, or destruction to the property of Exhibitor or that of the Exhibition Site, or other property placed or brought upon the premises by Exhibitor, or on his behalf. First Steps Baby Expo, LLC provides no insurance on account of, or for the benefit of Exhibitor or his exhibits. Exhibitor shall hold harmless First Steps Baby Expo, LLC, the Exhibition Site and the official contractors against any loss, liability, actions or causes of actions or damages for injury to person or property sustained by reason of his occupation or use of any portion of the Exhibition Site or its facilities or participation in the Expo or acts done or performed by the Exhibitor, his agents or employees or due to acts of God. This contract binds the Exhibitor to the show dates, deadlines and payment in full of space rent. Exhibitor agrees to abide by, conform to, and comply with all laws, both state and local. First Steps Baby Expo, LLC reserves the right to refuse any exhibitor. All cancellations prior to 30 days of the show will be subject to a \$50 handling charge. No refunds will be granted for cancellations within 30 days of the show.

Completed by Phone Date
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Mail completed contract and payment to: First Steps Baby Expo, LLC. P.O Box 993 St. Cloud MN, 56302-0993. If you have any questions, please call 320-420-4842.

### **Terms and Conditions**

Please keep a copy for your records and provide to all staff, partners and volunteers that will be involved in planning, setup and staffing of your booth.

### 1. USE OF SPACE

- a. LIABILITY The Exhibitor is entirely responsible for the space leased and shall not injure, mar or deface the premises and the Exhibitor shall not drive, nor permit to be driven, any nails, hooks, tacks or screws in any part of the building. Exhibitor shall not affix to the walls or windows of any building any advertisement, signs, etc., or use Scotch tape, masking tape or any other adhesive-type materials on painted surfaces. The Exhibitor agrees to reimburse the facility and/or decorator, for any loss or damage to the premises or equipment occurring in the space leased to the Exhibitor. Show Management and their sponsors shall not be liable for failure to perform its obligations under this contract as a result of acts of God, strikes, or any other causes beyond its control.
- b. AISLES Aisles, passageways and overhead spaces remain strictly under the control of Show Management. All exhibits and personnel must remain within the confines of their own spaces and Exhibitor will not be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other Exhibitors. Interference with the light or space of another Exhibitor will not be permitted.
- c. SPACE The space contracted is to be used solely for Exhibitor whose name appears on the Contract, and it is agreed that Exhibitor will not sublet or assign any portion of same without written consent of Show Management. In the event Exhibitor fails to occupy or use the space, or to have their exhibit completed and in place one hour prior to the opening of the show, they shall forfeit their right to the space and all prepaid rents, and upon demand pay any rental balance owing to Show Management. At that point, Show Management may reassign the booth space.
- d. ALL DEMONSTRATIONS Or promotional activities must be confined within the limits of the purchased space. Noise resulting from the exhibit space must not interfere with other Exhibitors.
- e. BOOTH PRODUCT SALES Any Exhibitor making taxable sales at Expo must be registered with a Minnesota Tax ID to collect **sales tax** before the event begins. Out-of-state businesses must collect Minnesota tax on all taxable sales made while in Minnesota. Minnesota law requires that before a show manager can rent space to a seller at any event, the seller is required to give Show Management a completed Operator's Certificate of Compliance, Form ST-19.
- f. FOOD ITEMS Food items or drinks are not to be sold for purposes of on-premise consumption. Any items, beverages or samples intended for onsite consumption must conform to a sampling policy and requires written permission from Show Management and facility concessions. g. BALLOONS Helium balloons may be used with written permission from the St. Cloud Civic Center.
- h. RESTRICTIONS Show Management reserves the right to restrict or remove exhibits, without refund, that may have been falsely entered or may be deemed by the Management unsuitable or objectionable. This restriction applies to noise, P.A. systems, persons, animals, things, conduct, printed matter, or anything of a character that might be objectionable to the show or Show Management.
- i. OFFENDERS May be asked to leave the area if any of the above is violated; and as an Exhibitor offender, a refund will NOT be given.

### 2. RULES FOR EXHIBITS

- a. ALL BOOTHS and decorations must concur with the facility regulations, city ordinances and local fire codes. Any violations may result in the removal of any materials found to be in violation. Materials for booth decorations and construction must be fire retardant. Contact Show Management if at all in doubt.
- b. INSTALLATIONS Any special carpentry, wiring, electrical or other work, shall be installed at Exhibitor's expense.
- c. LICENSES Any and all City, County, Municipal, State or Federal licenses, inspections or permits as required by law of any Exhibitor in the installation or operation of his display shall be obtained by the Exhibitor at their own expense prior to the opening of the show.
- d. RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD Management shall not be liable for any damages or expenses incurred by Exhibitors in the event the show is delayed, interrupted or not held as scheduled. If for any reason, beyond the control of Show Management, the show is not held, Management may retain the amounts paid by Exhibitors as is necessary to defray expenses already incurred by the Show.
- e. TERMS AND CONDITIONS This contract contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.
- f. SECURITY FOR RENTAL Failure on the part of the Exhibitor to pay rental as specified under the contract, shall entitle Show Management to seize all materials displayed by the Exhibitor within the described show, and to retain the same as security for any unpaid rental amount owing.
- g. AMENDMENTS Exhibitor agrees to abide by decisions of Show Management concerning all matters pertaining to the administration and success of the Show.
- h. ATTORNEY FEES In the event suit or action is brought by Show Management under this agreement to enforce any of its terms, it is agreed that as the prevailing party, The First Steps Baby Expo, LLC shall be entitled to reasonable attorney fees to be fixed by the trial and appellate courts.
- i. STORAGE There will be a \$300 fee charged to your business if booth items are left overnight without prior approval.
- j. EARLY TEAR DOWN Tearing down your booth space before the show is over is NOT allowed and you will be charged an early tear down fee of \$300.
- **3. SECURITY** We wish to provide the tightest security possible for the protection of your exhibit properties. However, the First Steps Baby Expo, LLC, the facility management, or our insurance company are NOT financially liable for losses or mysterious disappearances of any kind. We recommend that all exhibitors contact their insurance agents to confirm proper coverage of exhibit materials. (Please read carefully the coverage provided by decorators and shipping companies to determine if additional coverage is necessary.) The facility will be secured during set-up and on event day. Any additional security may be arranged by the Exhibitor, at their expense.
- **4. CANCELLATION AND REDUCTION POLICY** Any cancellations or changes MUST BE IN WRITING and received by our office no later than 30 days prior to date of show. REFUNDS will be made and any reduction in booth space is subject to a \$50 penalty for each cancelled booth. No refunds will be granted after 30 days prior to the show date.
- **5. LIABILITY** Neither First Steps Baby Expo, LLC., the event's Decorator, Sponsors, or Service Contractors, nor their representatives, nor any member of the above named will be responsible for any injury, loss or damage that may occur to the Exhibitor or the Exhibitor's employee or property from any cause whatsoever. The Exhibitor, upon signing the contract, expressly releases the aforementioned from any and all claims for such loss, damages or injuries.