



HolidayPetFestival.com

by Tranquility Trail Animal Sanctuary
 Adoption ❄ Shopping ❄ Education ❄ Celebration ❄ Donations

Holiday Pet Festival December 3rd, 2011 Exhibitor Agreement

Company Name _____

Person in charge of exhibit details _____

Address _____

City/State/Zip Code _____

Phone Number : (____) _____ Fax Number: (____) _____

Email Address: _____ Website: _____

SELLING: ____ Yes ____ No If Yes, Arizona Seller's Permit Number: _____

General description of products in your exhibit. (Please do not list brand names): _____

RETAIL BOOTH RATES: 10' x 6' _____ 10' x 10' _____ 10' x 20' _____ Corner add \$100.00
NON-PROFIT BOOTH: 10' x 6' _____ 10' x 10' _____ 10' x 20' _____ Corner add \$50.00

REMITTANCE - A minimum 50% deposit of the total space fee is required with this Exhibit Space Agreement. The remaining 50% must be received by 60 days prior to the show move-in date. Send Agreement with Payment and make checks payable to: **Tranquility Trail Animal Sanctuary, Inc., 7848 E. Redfield Rd. Suite 7, Scottsdale, AZ 85260. Returned checks will be charged a \$50.00 fee. Booth Assignments are made after the full booth fee is received. FAX: 480-987-8498**

Check in the amount of \$ _____ (Payable to Tranquility Trail Animal Sanctuary) _____ VISA _____ Master Card _____ AMX

Billing Address _____

Deposit amount to Charge upon Receipt \$ _____ Amount to Charge Oct. 3rd, 2011 \$ _____

Credit Card # _____ CCID* _____ Expire Date _____

**CCID is the 3 digit number on the back of MC and VISA or the 4 digit number on the front of AMX.*

Name on Card _____

Signature _____

ACCEPTANCE - This document constitutes your application and agreement for the use of exhibit space(s) at the Holiday Pet Festival to be held at WestWorld of Scottsdale, December 3rd, 2011. We reserve the right to refuse an application/contract and space to the show. We reserves the right to change the floor plan (including, but not limited to aisle space) and show hours without notice, to provide a more attractive and successful show.

I/We hereby apply for exhibit space in the show. If accepted, I/We hereby agree to abide by show terms, terms & conditions and attached regulations:

Signature _____ Print Name _____

Date: _____



Basic Terms and Conditions

1. CONTRACT

This application properly executed by Applicant (Exhibitor) shall upon written acceptance by the Holiday Pet Festival and Tranquility Trail Animal Sanctuary Inc. acting as show management constitutes a valid and binding contract. Show Management reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the Exhibitor Service Manual are made a part hereof as though fully incorporated herein, and that the said exhibitor agrees to be bound by each and every one thereof.

2. INDEMNIFICATION

The applicant hereby agrees to indemnify, defend and protect Show Management, the Facility and the Official Service Contractor against, and hold and save the Show Management, the Facility and the Official Service Contractor harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expense and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expense of whatever kind or nature (collectively "Claims") which might result from or arise out of: (i) any action or failure to act of the applicant or any of its officers, agents, employees, or other representatives; (ii) damage or loss to property, or from or out of any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives, or any third parties, and (iii) all Claims relating to or arising from patent or copyright infringement. In addition to the duty of applicant to indemnify, the Management shall also have the right to terminate this Agreement if a Claim arises during or prior to the Show.

3. USE OF SPACE

Exhibit Management reserves the right to decline, prohibit or expel an exhibit which, in its judgment, is out of keeping with the character of the exhibition, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc.

Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth.

No canvassing of the aisles, parking lots or Expo grounds is permissible.

Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth and part of any exhibit or product may not extend into any aisle.

No Exhibitor shall so arrange his/her exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Show Management. No Exhibitors shall assign or sublet any part of his assigned space without the consent of Show Management in writing. Any space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of Show Management. Deposits will be forfeited unless Management has approved special arrangements.

The sale of animals is strictly prohibited. Exhibitors will keep their exhibit open and staffed at all times during the show hours.

DOWNSIZING (canceling one or more spaces of a multiple space booth) after space has been assigned may result in relocation of booth.

BOOTHS - Standard booth equipment (back and sidewall draping and identification sign) is provided without cost to the Exhibitor. If an Exhibitor plans to install a completely constructed display of such a character that the Exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. No booth, display or its contents may exceed height limitations as outlined in the Exhibitor Service Manual. Raw wood, cardboard, or similar material for walls to booths must be covered or painted if they are visible to adjacent booths.

TALL WALL EXHIBITORS - Any linear exhibitor booth that exceeds the height requirements set forth in the Exhibitor Prospectus shall be known as a Tall Wall Exhibitor. There will be a special location designated by show management for these exhibitors. Tall Wall Exhibitors may only set up in the designated locations. As such, each exhibitor in this section will be allowed to bring the side walls out to the aisle. Additional costs incurred will be the responsibility of the exhibitor. Islands (aisles on all four sides) are exempt from the Tall Wall Exhibitor regulations. Failure to comply with the rules and regulations of this contract and as stated in the Exhibitor Service Manual will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable.

Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the exhibition is held.



4. WRITTEN CANCELLATION

REFUND POLICY - An exhibitor must deliver a written cancellation notice at least 90 days prior to show in order to receive a full refund less a cancellation fee of \$50.00. Any written cancellation notice received within 90 days of the move in of the show, is subject to a cancellation fee of 50% of total booth space plus the \$50.00 administrative cancellation fee. **No refunds will be issued in the event of cancellation within 60 days of the show regardless of when contract was received and accepted.**

It is agreed that if the Exhibitor fails to comply in any respect with the terms of the agreement, then Show Management shall have the right without notice to the Exhibitor to sell or offer for sale the exhibit space covered by this contract. Said Exhibitor will be liable for any deficiency, loss or damage suffered by the exhibition by reason of the premises stated, and further agrees to pay Show Management upon demand reasonable expenses and costs incurred by reason thereof.

It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof, and that should the exhibition be unable to affect the sale of the space as herein provided, the exhibition is then expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem in the best interest of the exhibition, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay the exhibition the full sum as herein set forth.

The Holiday Pet Festival and Tranquility Trail Animal Sanctuary will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the exhibition, or for any cause beyond their control. It will, however in the event of it's not being able to hold an exhibit for any of the above named reasons, reimburse Exhibitor on a pro-rata basis on the amount paid in, less any and all legitimate expenses incurred, such as but not limited to: Rent, advertising, operation costs, etc.

5. INSURANCE

Exhibitors must carry worker's compensation, commercial general liability including products and completed operations independent Contractors, personal injury and blanket Contractual liability insurance at limits of at least \$1 Million per occurrence, \$2 Million aggregate. These coverage's must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder naming Tranquility trail Animal Sanctuary Inc. as additional insured. If requested by Show Management, they must be made available on show site.

It is strongly recommended that Exhibitors also carry insurance to cover loss or damage to their exhibits or other personal property while such property is located at or is in transit to or from the exhibit site. The Holiday Pet Festival and tranquility Trail Animal Sanctuary Inc. assume no liability for any loss, damage or injury to any property of the Exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. While the exhibition may provide security guards, it is solely done as an accommodation to Exhibitors. The Exhibitor expressly agrees to save and hold harmless the Holiday Pet Festival and tranquility Trail Animal Sanctuary Inc., their management, agents and employees from any and all claims, liabilities and losses for injury to persons or animals (including death) or damage to property arising in connection with Exhibitor's use of the exhibit space, except such losses as may be the result of the sole negligence of the Holiday Pet Festival or Tranquility Trail Animal Sanctuary

6. AVAILABLE SERVICES

On behalf of the Exhibitors, the Holiday Pet Festival has designated official Show Contractors to provide the following: Drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone service, plant and floral, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the prevailing rates. Contractors and rates will be listed in the Exhibitor Service Manual to be issued separately. The Holiday Pet Festival and Tranquility Trail Animal Sanctuary Inc. assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangements for these services and payments are to be made between Exhibitors and official Show Contractors. The local unions make rules and regulations for union labor and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with the regulations.



7. PROTECTION OF FACILITIES

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the Facility exhibit area without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Show Management or the Facility Management.

8. INSTALLATION AND DISMANTLING

The specific requirements as to time of installation and dismantling of exhibits shall be set forth in the Exhibitor Service Manual supplied to each Exhibitor for the Holiday Pet Festival. Such requirements shall be binding upon the Exhibitor. Exhibitor understands that early dismantling of Exhibits is strictly prohibited.

9. SHOW PROGRAM

No additions, changes or deletions will be reflected in the Program once it has been turned over to the printer for publication (approximately 45 days prior to the opening of the show). Show Management reserves the right to edit, delete or combine Directory Listings as deemed necessary and assumes no responsibility for errors or omissions.

10. OTHER REGULATIONS

The adoption, advertising of adoption, sale, advertising for sale, or negotiation for sale (taking of deposits, raffle, or delivery) or any intended transfer of ownership of any animal at the Holiday Pet Festival is strictly prohibited on the grounds, in the parking lot, or any adjacent areas during the inclusive dates of said show. The only transfer of ownership or advertising for transfer of ownership of any animals during the show is within the designated pet adoption Exhibit area. Exhibitors found violating this rule are subject to removal from the show without refund or credit. The distribution of balloons, adhesive--backed promotional items and stickers is prohibited. Sticker removal will be at Exhibitor's expense. The Facility has exclusive rights to food and beverage sale and/or giveaways for human consumption and any such items must be ordered and purchased through them. The Holiday Pet Festival and Tranquility Trail Animal Sanctuary Inc. has no control over prices charged for products nor over the number of vendors selling similar or competitive products.