



EXHIBITOR CONTRACT

Hosted by Family Service Association

BABYfest 618 S. Main St. Kokomo, IN 46901

Please Print Clearly

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE/FAX: _____

EMAIL: _____

COMPANY WEBSITE: _____

COMPETITIVE COMPANIES/INDUSTRIES YOU SHOULD **NOT** BE NEAR: _____

COMPANIES/INDUSTRIES YOU **PREFER** TO BE NEAR: _____

National Vendor - \$775.00 (10' X 20' booth, 2 -eight foot tables, 4 -chairs)

Local Vendor - \$395.00 (10' X 10' booth, 1 -eight foot table, 2 -chairs)

Non-Profit Vendor - \$275.00 (10' X 10' booth, 1 -eight foot table, 2 -chairs)

Is Electricity Needed? Yes No

Is Wireless Needed? **\$25.00** Yes No

Signed**: _____ Date: _____

** I understand and agree to the above payment and the Terms & Conditions listed on back.

Send completed contract and payment to:

FSA - BABYfest
618 S. Main St.
Kokomo, IN 46901

Standard Booth Package

- Booth Space
- Pipe & Drape
- Table(s)
- Chairs
- Six Registration Badges
- Five Complimentary Event Tickets
- Linens for Table(s)
- Listing in Program Guide
- Two Parking Passes for North Lot
- FREE Parking in Main Lot

Terms and Conditions

BABYfest is devoted to providing information, products, and services to prospective parents and young families.

General Rules

In order to reserve a booth at the Exhibition, exhibitors and sponsors must return this completed application properly executed by an authorized company representative, and accompanied by payment. Upon receipt of this Application, BABYfest will use its discretion to reserve space at the Exhibition for exhibitors and sponsors. BABYfest reserves the right, in its sole and absolute discretion, to determine the eligibility of Exhibitors and Sponsors. Babyfest also maintains sole control over its website content and any web links contained therein. Babyfest reserves the right to locate, limit, reject, or prohibit exhibits. BABYfest reserves the right, in its sole and absolute discretion, to distribute donated advertising time and space from various media sources to BABYfest partners and sponsors as deemed right and fair. Vector art is suggested for print media and *required* for billboards and/or promotional materials. Artwork will be used, as is, unless otherwise specified in writing by owner. Changes to artwork may involve additional charge, but will not be implemented without prior consent of owner.

Booth Space

BABYfest will use commercially reasonable efforts to accommodate your booth location preference; however, space requests are not guaranteed, see **General Rules**. Space assignments can be changed or cancelled by BABYfest in its sole discretion. BABYfest will use their best efforts to notify Exhibitors and Sponsors of such a change or cancellation. All terms of the contract, including cancellation policy, remain in effect upon such movement of booth space by BABYfest.

Use of Space

Exhibitors and sponsors warrant and represent that exhibitors and sponsors shall exclusively use the booth space during the Exhibition for the sole purpose of selling, displaying, advertising, marketing or distributing only the products and services specifically listed by exhibitors and sponsors herein above. Further, exhibitors and sponsors shall not assign, sublet, lease, license or otherwise share or re-allocate booth space without full written disclosure to BABYfest and receiving the prior written permission of BABYfest, which permission may be arbitrarily withheld. Booths and/or display structures must be in strict compliance with the specific dimensions and restrictions provided to exhibitors and sponsors by BABYfest. Equipment displays and booth structures shall not extend into aisles, obstruct pedestrian traffic or visibility of adjacent booths. BABYfest, in its sole discretion reserves the right to restrict or prohibit Exhibits which are objectionable due to actual or perceived conflicts of exclusivity contracts, noise, methods or nature of operation, materials or for any reason(s) related to persons, things, conduct, or printed matter in the sole and absolute discretion of BABYfest deemed to be objectionable. BABYfest may also restrict or prohibit with or without cause, any exhibit, person, or booth space in its entirety, or partially, that may alter or detract from the general character of the Exhibition as a whole. In the event of any such objection, restriction or prohibition, or eviction, BABYfest shall not be liable to or responsible for any losses, damages or expenses directly or indirectly incurred by exhibitors and sponsors.

Exhibitor's and/or Sponsor's Responsibilities

Exhibitors and sponsors shall comply with each and every term of this contract, as well as applicable rules, regulations, guidelines, by-laws, ordinances, or regulations of any town, city, state, administrative, regulatory or governing body. Exhibitors and sponsors acknowledge that BABYfest shall make the final decision with regard to the implementation and/or enforcement of any contract term, or applicable rule or regulation. Exhibitors and sponsors are responsible for payment for labor, equipment, and services (other than general heat, lighting and air conditioning) ordered at the request of exhibitors and sponsors from service contractors including but not limited to electricians, decorators, shippers, material handling companies, compressed air/gas suppliers, telephone companies, hotels, cleaning services, and photographers. Furthermore, exhibitors and sponsors agree to obtain at their sole expense any licenses or permits from governmental bodies which may be required for the operation of exhibitor's and sponsor 's trade or business during the Exhibition, and exhibitors and sponsors agree to pay all taxes or fines that may be levied or due as the result of the exhibitor's and sponsor 's booth at the Exhibition.

All electrical wiring on booths and equipment must conform to federal, state, municipal and any other applicable codes or laws. All hazardous items must be properly safeguarded, protected, registered, and/or avoided in accordance with applicable federal, state, and municipal regulations. As used herein, hazardous items include, without limitation, evacuated containers or components, radioactive materials, X-ray producing equipment, high voltage equipment, particle accelerators, and inflammable or explosive materials.

Limit of Liability

Exhibitors and sponsors agree to pay promptly for any and all damage to the Exhibition building or its equipment, incurred through carelessness or otherwise, caused by the exhibitors and sponsors, his/her/its employees, agents, contractors, and representatives. Exhibitors and sponsors acknowledge that BABYfest does not maintain insurance covering damage, destruction, or loss of exhibitor's and sponsor's property, and BABYfest assumes no responsibility for loss or damage to the exhibitor's and sponsor's property. Accordingly, it is the sole responsibility of exhibitors and sponsors to obtain fire, theft, liability, business interruption, property damage and/or other insurance covering such and other losses. It is expressly understood by exhibitors and sponsors that neither BABYfest nor its employees, agents, or representatives shall be responsible for or otherwise liable for damage or injury to exhibitors and sponsors, including exhibitor's and sponsor's guests, invitees, employees or agents person, business or property as a result of robbery, fire, water,

accident or any other cause whatsoever. Should loss occur, exhibitors and sponsors are encouraged to report it immediately to attendant security. If the exhibitor's and sponsor's exhibit material or personnel fail to arrive, exhibitors and sponsors are nevertheless responsible for the full cost of the booth space rental, and no refund shall be forthcoming. Exhibitors and sponsors expressly holds BABYfest harmless and hereby expressly releases BABYfest from any and all claims and actions, including without limitation, claims and actions arising out of the postponement or cancellation of the exhibition, and claims and actions directly or indirectly related to any loss, damage or injury incurred by exhibitors and sponsors or exhibitor's and sponsor's guests, invitees, agents, servants, contractors or employees.

Notwithstanding the foregoing, in the event this contract or any of the terms of this contract are not enforceable by a court of competent jurisdiction, exhibitors and sponsors hereby expressly agree the maximum liability of BABYfest arising out of any tort, contract, legal or equitable claim or cause of action, whether cumulative or singular, joint or several, shall be limited to exhibitor's and sponsor's rent paid to BABYfest for the booth space.

Indemnity

Exhibitors and sponsors will protect, indemnify, defend, save and hold harmless BABYfest and its corporate parents, agents, officers, and employees against all claims, liabilities, losses, damages, government charges, and costs (including attorneys' fees) arising out of, caused by, or related to (1) exhibitor's and sponsor's installation, removal, maintenance, occupancy, or use of the exhibition premises or any part thereof; (2) any act or omission to act of exhibitors and sponsors or it's guests, invitees, employees, agents, or contractors; (3) the use of any patents, trademarks, copyrights, or other intellectual property rights owned by a third party; or (4) any breach by exhibitors and sponsors or BABYfest of it's obligations under this Contract. Exhibitors and sponsors will protect, indemnify, defend, and save the exhibit venue and the host city for BABYfest, including its divisions and its employees and agents, harmless against all claims, losses, and damages to persons and property, governmental charges or fines, and attorneys' fees arising out of or caused by exhibitor's and sponsor's negligence, recklessness, or intentional misconduct during the installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the negligence, recklessness, or intentional misconduct of the venue and the host city, or its divisions, employees or agents.

Cancellation or Change of Exhibition Venue or Date(s)

If the premises in which the Exhibition is conducted become unfit for occupancy or substantially interfered-with due to any cause not within the control of BABYfest the Exhibition may, at the sole discretion of BABYfest be cancelled, relocated, or delayed. Exhibitors and sponsors understands and acknowledges that BABYfest shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising out of causes not reasonably within the control of BABYfest including without limitation, fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, government restraints, act of public enemy or civil disturbance, impairment, or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state, or federal laws, or acts of God. Should BABYfest cancel, relocate and/or delay the Exhibition pursuant to any of the foregoing, exhibitors and sponsors hereby waives any and all claims for injury, loss or damage arising there from.

Compliance with Rules

Exhibitors and sponsors assume all responsibility for compliance with all show rules and applicable and pertinent ordinance, regulations, and codes of local, state and federal government bodies concerning fire, safety, and health, as well as with the rules and regulations of operators and owners of the property and facility in which the Exhibition is held. Any exhibitors and sponsors not complying with rules, ordinances, regulations, and codes, may be required to dismantle its exhibit and may be required to vacate the premises forthwith. In such event, no refund will be given to exhibitors and sponsors, and BABYfest shall not be responsible for any damages, costs, or losses suffered by exhibitors and sponsors. This contract may be cancelled by exhibitors and sponsors if written notice is delivered to and received by BABYfest no later than sixty (60) days prior to the Exhibition. In the event BABYfest receives notice of cancellation within sixty (60) days of the Exhibition, exhibitors and sponsors shall remain responsible for the full payment of the booth space rental, including all costs and attorneys fees incidental to the collection of same.

In the event, exhibitors and sponsors fail to make payment in full by date indicated on BABYfest invoice, or fail in any respect to comply with all terms of this contract, BABYfest reserves the right to cancel this contract with or without notice to exhibitors and sponsors and all rights of exhibitors and sponsors hereunder shall immediately cease and terminate.

Entire Agreement

These items constitute the entire agreement between exhibitors and sponsors and BABYfest, and such agreement may not be modified except in writing. If any provision is invalid or unenforceable under applicable law, it is to that extent deemed omitted and the remaining provisions will continue in full force and effect. This Contract will be construed in accordance with the law of the State of Indiana, regardless of the location of the Exhibit and any claim, action or proceeding shall be commenced in the State of Indiana.

I/we understand this application becomes a binding contract when same is accepted in writing by BABYfest. I/we have read, understood, and agree to be bound by the terms and conditions of BABYfest as stated on page 1 of this application.