



39th Annual



**MetraPark Montana Pavilion
308 6th Avenue North, Billings, MT 59101
December 6th & 7th**

Applications will be considered, and space assigned on a first-come, first-served basis. This application does not guarantee or ensure space. Selection of participants is subject to the sole discretion of the Vendor Chair. Space is assigned with priority to qualified applicants with products/services not already represented in the Show. **FULL PAYMENT MUST BE INCLUDED WITH APPLICATION.** If you are selected as a vendor, your payment will be credited and you will be notified. If you are not selected as a vendor, your payment will be returned to you. **Please mail your application and payment payable to Family Tree Nurturing Center, 2520 5th Avenue South, Billings, MT 59101 or email info@ftnc.org, payment may be made via our webpage www.ftnc.org, donation link, Festival of Trees or by check. Invoice may be requested, space will not be guaranteed until payment is received.** Children of vendors are not allowed to be disruptive to others and if small should remain within vendors paid space.

Exhibitor Information: Please PRINT LEGIBLY

Name: _____ Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Best contact Telephone: _____ Web Site: _____

E-mail: _____

Product Description:

Please give a full description of the items you wish to exhibit for jury purposes. **Only those items listed below will be permitted in your booth.** If new to our show, please include photos of the items to be displayed in your booth. Sub-leasing of booth space is **strictly prohibited** without written consent of the Management.

Move In/Set Up : Thursday Dec. 5th – 10 to 4pm only OR Friday, Dec. 6th 7am to 1pm (be ready to sell)

Show Hours: Friday- Dec. 6th, 2 PM – 8 PM

Saturday- Dec. 7th, 9 AM – 6 PM or end of entertainment

Booth Space:

1 Booth - \$110 (10' x 10') 1 Prime (corner) or Food Booth - \$135 (10' x 10')

_____ Number of booths requested _____ Prefer regular booth (\$110) _____ Prefer prime (corner) booth (\$135)

The below charges are Metra Fees and subject to possible change.

_____ Food Booth \$175 _____ Electricity (add\$40/110 or \$60/220) _____ #Tables (add\$10/table ea.)

_____ TOTAL DUE Exhibitor agrees to all Terms and Conditions of this contract. (See reverse side)

Exhibitor Date Festival of Trees Management Date
Family Tree Nurturing Center, 2520 5th Avenue South, Billings, MT 59101
PHONE (406)252-9799 FAX (406) 256-3014

Terms and Conditions for Festival of Trees Craft and Gift Show

USE OF SPACE:

LIABILITY - The Exhibitor is entirely responsible for the space leased by him/her and shall not injure, mar, or deface the premises. The Exhibitor shall not drive, nor permit to be driven, any nails, hooks, tacks, or screws in or on any building surface area, including outside surfaces; nor attach any items to draperies. Furthermore, Exhibitor shall not affix to the walls, posts, poles, columns, or windows of any building any advertisement, signs, etc. or use any 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 caused by the Exhibitor. Show Management and their sponsors shall not be liable for failure to perform the obligations under this contract because of strikes, riots, acts of God, or any other causes beyond their control.

AISLE SPACE – The aisles, passageways, and overhead spaces remain strictly under the control of the Management. No signs, decorations, banners, advertising matter or special exhibits will be permitted in them except with special written permission of the Management. All exhibits and their personnel must remain within the confines of their own space and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury or disadvantageously affect the display of other Exhibitors. No interference with the light or space of another Exhibitor is permitted.

EXHIBIT SPACE – This contract granted herein cannot be assigned, sublet, or otherwise disposed of without written consent of the Management.

SUB-LEASING IS STRICTLY PROHIBITED. If exhibit space is not open and ready for business by 12 PM on the day the Show opens, this Contract shall be null and void; all moneys paid shall be forfeited, and the space will be available for sale to another party.

EXHIBIT CONTENT AND MANNER OF USE – All personnel, merchandise, and equipment must remain inside the assigned space. **SOLICITING IN OTHER AREAS OUTSIDE OF YOUR SPACE IS STRICTLY PROHIBITED.** No PA system, loudspeaker, amplifier, broadcasting device, music, or other objectionable methods shall be used by the Exhibitor or his/her employees. Violators are subject to contract cancellation, forfeiture of space rental fees, immediate removal from the grounds, and will not be offered a contract the following year. Any items left at the close of the Festival of Trees become property of the Festival of Trees.

RESTRICTIONS – All products/services in the space occupied by the Exhibitor shall be listed. **ONLY PRODUCTS/SERVICES LISTED ON THIS AGREEMENT MAY BE SOLD OR DISPLAYED.** – The Management reserves the right to restrict or remove exhibits without refund that may have been falsely entered or may be deemed by the Management as unsuitable or objectionable. This restriction applies to noise, PA systems, persons, animals, birds, pop caps, fireworks, conduct, printed matter, or anything of a character that might be objectionable in the sole opinion of the Management and the Family Tree Center.

OFFENDERS – The violation of any of the terms and agreements hereof shall, at the discretion of the Management, cause the whole amount of the contract to become due and cause an immediate revocation and forfeiture of all rights and privileges herein granted to Exhibitor; and in the event of such breach of said Exhibitor, and such election by the Management, any and all sums paid or contracted to be paid under this contract to the Festival of Trees shall be and become the property of the Management as liquidated damages for said breach.

FLOOR PLAN – The floor plan is subject to necessary modifications without notice to the Exhibitor.

RULES FOR EXHIBITS

FIRE RULES AND REGULATIONS – All rules and regulations related to public buildings as prescribed by the Fire Prevention Bureau of Yellowstone County **MUST** be adhered to. All booths and decorations must concur with the facility regulations, City ordinances and local fire codes. Combustible exhibit and display materials must be flaming retardant. Explosive materials or other dangerous materials are not allowed on the premises.

LICENSES – Any and all city, county, state or federal licenses, inspections or permits (including for food items) as required by law, of any Exhibitor in the operation of his/her display, shall be obtained by the Exhibitor at his/her own expense. The exhibitor shall provide proof of any permits or licenses upon request of management.

RIGHT OF MANAGEMENT IN EVENT SHOW IS NOT HELD – Management shall not be liable for any damages or expenses incurred by Exhibitors in the event this show is delayed, interrupted or not held as

scheduled; and, if for any reason beyond the control of the Management, the show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management.

TERMS AND CONDITIONS – The contract contains all the terms and conditions agreed on by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

AMENDMENTS – The parties may not amend, supplement, rescind or terminate this Agreement, except by written agreement of the parties.

ATTORNEY FEES – In the event a suit or action is brought by any party under this agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to its costs of court and reasonable attorney fees.

RELATIONSHIP OF PARTIES - Nothing contained in this Agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties.

MEDIA – No media, TV, radio or otherwise, shall broadcast from Exhibitor's booth without express written consent from the Management.

SECURITY – The facility will be locked during the time that the Festival of Trees is not open. Limited security will be provided by the Festival Management. Family Tree Nurturing Center, the facility management, and our insurance company are not financially liable for the loss or disappearance of any kind. We recommend all Exhibitors contact their insurance agents to confirm proper coverage of exhibit materials.

LIABILITY – Neither Family Tree Nurturing Center, Festival of Trees, nor their representatives and sponsors, nor any member of the above named will be responsible for any injury, loss or damage that may occur to the Exhibitor or the Exhibitors' employees or property from any cause whatsoever. The Exhibitor, upon signing the contract, expressly releases them from all claims for such loss, damage or injury.

INDEMNITY – Exhibitor shall indemnify Family Tree Nurturing Center and the Festival of Trees, their representatives and sponsors against all expense or losses arising from any injury or damage to persons or property happening on or about the Exhibitor's leased space.

WAIVER- No provision in this Agreement may be waived, except pursuant to a writing executed by the party or parties against whom the waiver is sought to be enforced.

GOVERNING LAW- The laws of Montana govern this Agreement.

LEGAL REPRESENTATION- Exhibitor represents that, in connection with the parties' negotiation of and entry into this Agreement: it has had the opportunity to be represented, by counsel of that party's choice, in deciding whether to enter into this Agreement on the terms and conditions set forth in it; and it has not been and is not being represented by, and it is not relying on advice from, the legal counsel of any other party.

THIRD PARTY BENEFICIARIES- This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the parties to this contract.

APPLICATIONS – Applications will be considered, and space assigned on a first-come, first-served basis. This contract does not guarantee nor ensure space until the required payment is received and the agreement is counter-signed by Show Management. Selection of the Festival of Trees Arts and Craft Show participants is subject to the discretion of the show jury. Space is assigned with priority to qualified applicants with products/services, in the view of the Management, not already represented in the show. **Your full payment is required with this application.** If you are not selected as an Exhibitor, your payment will be returned to you within sixty (60) days of receipt of application.

CANCELLATION POLICY – Any cancellations or changes **MUST** be in writing and received by our office 30 days prior to the Show. ***No refunds will be made after 30 days prior to the show. Thank you!***