

Holly Jolly Christmas Expo 2017

EXPOSITION RULES AND REGULATIONS

APPLICATION/CONTRACT. This application form constitutes merely an offer to enter into a contract with JK Promotions, LLC, for use of designated space at the *Holly Jolly Christmas Expo*. The completion and tendering of this form and/or the payment of all or any part of the application cost shall not create a contract until such time as the application has been formally accepted by expo management. Expo management expressly reserves the right to reject any application and return any payment accompanying such application for any reason or for no reason whatsoever. Any application which is accepted by expo management shall upon acceptance become a binding agreement between JK Promotions, LLC, and the Exhibitor. Exhibitor may make payment in full; however, payment options are available when you submit your contract.

CANCELLATION POLICY. In consideration for the use of such space, the exhibitor shall pay the Association those sums shown on page one (1) of this contract. In the event exhibitor wishes to cancel the contract, said cancellation must be received in writing at JK Promotions, LLC, 1515 Northgate Mile, Idaho Falls, ID 83401. Any cancellation notices received prior to **November 1, 2017** at 5:00 PM MST will be assessed a \$100 administration procession fee. Said fee shall be withheld from funds, per terms and conditions of the contract. Any remaining funds will be returned to exhibitor with a reasonable amount of time. No refunds on any cancellations after **November 1, 2017** at 5:00 PM MST.

PAYMENT OF SPACE. All monies paid shall be retained by the Expo in the event Exhibitor fails to fulfill or violates contract or withdraws. ***Booth space must be paid for in full before exhibitor move-in, or exhibitor will not be able to set-up the booth.***

INSUFFICIENT FUNDS. Checks returned for insufficient funds or closed accounts shall be charged a \$35 returned check charge. If debtor fails to act within 10 days, the returned check and returned check charge shall be turned over to legal counsel for collection, and debtor shall be responsible for all court and attorney fees.

IRREGULAR ADVERTISING. The exposition is limited to those persons, firms, corporations, and other entities that have contracted and paid for exhibit space in exposition facility. No other persons, firms, corporations, or other entities will be permitted to demonstrate products, solicit orders, or distribute advertising matter on the floor of the expo or in exposition facility. Any person violating this rule will be promptly ejected from the exhibit hall.

LIABILITY & INSURANCE. 1. Each exhibitor must make provision for the safe-guarding of his/her/its goods from the time they are placed in his/her/its booth until they are removed by the exhibitor. JK Promotions LLC will not be responsible for, or guarantee to exhibitor, the safety of exhibit material against fire, accident, theft, or any loss or injury whatsoever.

2. It is agreed that exhibitor shall assume all liability for damage to exposition facility caused by his/her/its exhibit, and shall indemnify JK Promotions, LLC, Pinecrest Event Center and Blue Sky Realty against any liability that might ensue by reason of his/her/its exhibit or presence at the show.

3. Each exhibitor shall carry comprehensive general liability coverage, including, but not limited to, premises and operations. Certificates of insurance shall be furnished to show management no later than November 15, 2017.

FIRE REGULATIONS. All decoration must be flame proof and must stand a fire test as prescribed by the fire ordinance of the City.

ELECTRICAL SERVICE. Electrical wiring and equipment must meet electrical codes of the City/Facility.

ASSIGNMENT AND USE BY OTHERS. No exhibitor may assign his/her/its agreement for exhibit space or permit any other person to use any part of such space.

FORCE MAJEURE. In the event that all or any part of the exhibit areas thereof are unavailable whether for the entire event or a portion of the event as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot or any other cause or agency over which the Expo has no control, or should the Expo decide that because of any such cause it is necessary to cancel, postpone or reschedule the Expo, or reduce the installation time, Expo time, or move-out time, the Expo shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect as a result thereof.

COMPETITIVE EXHIBITS. In order to create a harmonious and attractive atmosphere for patrons of the show, Exhibitors shall not distribute anywhere within the Show premises or display materials at their Exhibit that mentions by name any competitor who is also an Exhibitor at the Show. JK Promotions LLC, shall have the right to enforce this rule by physically removing any materials or displays that violate this rule from the show grounds. JK Promotions LLC, shall have no liability to any Exhibitor or to any other party for any lost or damaged materials so removed.

BOOTH DESIGN. Exhibitor cannot exceed dimensions in the space they have contracted and paid for. For side wall height, the first 5 feet into your exhibit space from the aisle, the display cannot exceed the 3 foot height limitation. Sign height must not exceed 8 feet high or it must be finished off and have Show management's approval. Unfinished sides of your display must be covered. If you need a variance on the height restrictions, please request via email to eventandexpopros@gmail.com. If your request has been granted, Show management will notify you.

AMPLIFICATION/OBSTRUCTION OF AISLES. Any demonstration, live performance, or other activity which results in obstruction of aisles to a neighboring booth shall be suspended, as the Show Management in its discretion may specify. ***Use of Microphones, speakers and background music is prohibited.***

STAFFING BOOTHS. ***All booths must be staffed at all times during show hours.*** Each company is responsible for staffing their booth 15 minutes prior to show opening and during show hours. If booths are not staffed, your company will not be invited back to exhibit the following year.

AISLE SOLICITATION. ***All aisle solicitation, including calling out from your display into the aisle, is forbidden.*** Booth attendants must confine their solicitation within the exhibitor booth.

VENDOR RELATIONS: Vendors are encouraged not to interrupt other vendor during the show hours, especially when they are with a potential client.

BALLOONS. Balloons may be used in your display for visual impact. However, balloons may not be used in any manner that requires the balloon to break or pop.

AMENDMENTS Show Management shall have the full power in the interpretation and enforcement of all contract regulation contained herein and the power to make such amendments thereto, and such further rules and regulation as shall be considered necessary for the proper conduct of the event.