**TriState Events “Exhibitor Booth Agreement/Application ”**

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**Event Instructions**

This Exhibitor Booth Agreement/Application is effective as of the date in which the Exhibitor has completed, signed, and dated this Exhibitor Booth Agreement/Application . Exhibitors are herein notified that event booths are reserved on a first come, first serve basis. This Exhibitor Booth Agreement/Application is made between TriState Event Planning Services (TriState Events) and the respective Exhibitor signee. TriState Events mailing address is: 1981 Market Square Blvd Waynesboro, Pennsylvania 17268; email address is events@tristateevents.org; business office number (717) 765-6620; website www.tristateevents.org.

EVENT VENUE: **B Street 104 Restaurant & Pub**

LOCATION: **“GEM” Room**

**104 E. Baltimore Street**

**Greencastle, PA 17225**

**EXHIBITOR BUSINESS INFORMATION**

Complete each section in its entirety on the lines provided.

**Exhibitor Represented Business Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibitor Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibitor Email Address:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibitor Mailing Address:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibitor Business Phone:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibitor Mobile Phone:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibitor Printed Name(s):**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibitor Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date Signed:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# PURPOSE. TriState Events and the Venue agrees to provide space for the Exhibitor’s Business in the Venue during each stated Event. Use of the Venue is limited to specific Exhibitor spaces allotted by the buildings’ administration and individual spaces are assigned by TriState Events.

**SPACE(S).** Booth space reservations and priority for all Event Craft Booths are based on a Exhibitors’ Seniority with TriState Events. Seniority is based upon whether or not the Crafter has participated in said Craft Event previously as those Crafters will receive first choice on each of the proceeding Annual Craft Event. Each Art & Craft Exhibitor *MUST* submit his or her Exhibitor Booth Agreement/Application accompanied by the Exhibitor Booth Payment in order to secure his or her Exhibitor Booth Space. These same Exhibitors will be permitted to select his or her own Booth Space, where and when applicable; however, Exhibitor placement is at the discretion of Event Organizer. There is no subletting or sharing of booth spaces. ***No Exceptions****.* Exhibitors are not allowed to represent more than one (1) business inside a Booth Space, without adjusting the Booth Fee to allot for more than one (1) business. If more than one (1) business is represented, the Exhibitor is required to reserve an additional space for the additional business.

The Space Size allotted to each Exhibitor will be as follows: Inside Space: **8 feet frontage x 8 feet deep**; Exhibitors will be provided 1-8 foot table, 2-chairs, and 1-table linen. Exhibitors are not permitted to extend over into the another Exhibitors’ space(s). Exhibitors. Exhibitors should not leave his/her space unattended for any period of time during the event operating hours without adequate coverage.

Electricity is available on a first come, first serve basis at an additional fee as illustrated in the table below. Exhibitors who are identified as connecting to electricity without prior paid reservations will be subject to a fine by TriState Events and/or may not have an option to participate in future Events.

TriState Events upholds values such as honor, trust, honesty, and integrity. The following provisions for rental purposes are provided, per Exhibitor, per request, upon availability on a first come first serve basis.

**PARKING.** To ensure there are ample and adequate parking spaces near the building for our guests and patrons who attending each of our Events held at the Venue, ALL Exhibitors are required to finish unloading his or her car or truck or trailer then park their vehicle in the designated “Exhibitor Parking” areas {parking lot immediately across street from B Street}. Exhibitors are hereby advised that this parking rule will be strictly enforced by the onsite security. ***ALL* EXHIBITORS *MUST BE PARKED IN THE DESIGNATED “EXHIBITOR PARKING AREA” AND MUST HAVE THE PARKING PASS VISIBLY DISPLAYED ON THE VEHICLE’S DASH OR IT WILL BE TOWED AT OWNERS EXPENSE.*** Additional PARKING PASSES available for helpers, upon request. Exhibitors will receive a “EXHIBITOR PARKING PASS” from a member of the TriState Events Staff prior to or during “Set-Up” on each Set-Up dates and times specified in the Set-Up Section below. ***FAILURE TO COMPLY WITH ADHERENCE TO THESE PARKING RULES MAY EXCLUDE EXHIBITORS AND THEIR DESIGNEE FROM FUTURE EVENTS.***

**SET UP AND HOURS OF OPERATION.** TriState Events will be on site at the Venue between **4pm to 6pm** on each of the Set-Up dates and times listed below for Exhibitors Set-Up. Thereafter, the next Set-Up will occur at **7am** on **the next morning the Event day.**

Each stated Events will commence as scheduled unless TriState Events notifies Exhibitors of revised hours of operation or revised extension of hours of operation or rescheduled date of event due to inclement weather (Inclement weather policy is available at www.tristateevents.org). Exhibitor shall have all merchandise or service paraphernalia set up for his or her business, facilities, and/or products, etc. for sale beginning no later than **10am** on the Saturday, the first day of each Event date and ending at **5pm** on Saturday, at the end of the Event. Exhibitors shall not remove his or her business, facilities, and products, etc. for sale from the Building no earlier than **5:01pm** on Saturday. If additional allotments of time or special arrangements are needed, Exhibitor MUST notify TriState Events ONLY in order for agreement addendums to be developed.

**SET-UP DATES & TIME:** **EVENT DATES (SET-UP TIMES):**

November 29, 2019 (4pm to 6pm) November 30, 2019 (7am to 8:55am)

**EVENT DATES & EVENT TIMES:**

November 30 (Holiday Makers Market) …

November 30, 2019 (10am to 5pm)

TriState Events will be available ON SITE at the Venue beginning at **7am** on the Saturday, the first day of each Event for questions, location assignment, and guidance. **ALL** Exhibitors MUST remain open for business at his or her booth location between the hours listed at the top of this Exhibitor Booth Agreement/Application and ***ARE NOT*** permitted to disassemble his or her booth space ***AT ALL, NO EXCEPTIONS at any time before 5:01pm on the last day of each Event***. If ***ANY*** Exhibitor willfully violates this agreement. involuntarily or voluntarily, said Exhibitor will not be permitted to sign future Exhibitor Booth Agreement/Application with TriState Events and/or its Affiliates.

Should Exhibitors need additional assistance with Set-Up times and scheduling please call Cindy and/or Meghan Burgener at TriState Events to discuss and schedule your respective Set-Up needs. If said Exhibitor is unable to attend the event, notification of cancellation must be received exactly 60 days prior to the date of the Event; however, cancellation or notification of nonparticipator’s ability to join the event does not negate the fact that ALL registration fees are ***NON-REFUNDABLE***.

**PAYMENT.** Exhibitor Nameis provided with the agreed upon BOOTH SPACE(S) **inside** (this venue) Venue in exchange for a REQUIRED BOOTH registration amount of **$80** per **8’ x 8’** space for the **1-Day Event which includes lunch for each Exhibitor (Salads or Sandwiches}.** Additional booth spaces may be reserved upon request as stated below. ALL booth registration fees are due on or by **July 31, 2019.** If Booth Space Fee is paid after **August 31, 2019,** a non-negotiable **$10.00** late fee will be assessed every ten days at TriState Events discretion in addition to the fee structure below. Late registration is welcomed to which the registration fee may be negotiated, depending upon circumstances. Booth locations will be designated by TriState Events. Visit PayPal to pay the Exhibitor Event Booth Fee(s) by using the following account code: events@tristateevents.org. Should Exhibitor choose to pay by check or money order, there will be a $50.00 charge for any returned checks or money orders. Please keep a copy of this Exhibitor Booth Agreement/Application as it serves as your binding Exhibitor Booth Agreement/Application and as your instructions for the Event which should be maintained for your records.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SPACE LOCATION** | **SIZE** | **BOOTH FEE** | **# of SPACE(S)** | **TO** **TAL AMOUNT** |
| INSIDE SPACE | 8’ feet x 8’ feet | $80 |  |  |
|  | | | | |
| **TOTAL:** | | | |  |

{The amounts below reflect 2-day event pricing}

|  |  |  |  |
| --- | --- | --- | --- |
| **EVENT DATES** | **EXHIBITOR BOOTH FEE** | **ELECTRICITY** | **TOTAL** |
| November 30th 10am to 5pm |  | $12.00 |  |
| **TOTAL SUBMITTED:** | | |  |

**APPEARANCE.** Exhibitor is responsible for cleaning and maintaining his or her reserved booth space in an organized and neat manner. This includes Exhibitor’s responsibility to remove bulk trash. Should Exhibitor’s who fail to keep his or her reserved booth space in an orderly manner may be subject to an additional trash removal fee.

**DISPLAYS AND SIGNS.** All displays in the building must be free standing. Nothing, including signs, may attach to walls or columns of the building by any means at all. Signs must be free standing. Signs should not block other Exhibitor s shops.

**QUALITY PRODUCTS.** Each Exhibitor ***must*** ensure proper quality of the products sold. Exhibitor ***must*** comply with all applicable laws as to the products and/or services sold by said Exhibitor.

**INSURANCE REQUIRED or OPTIONAL:** *All Exhibitors are* ***HIGHLY******encouraged*** *to carry a $1M liability insurance when participating in any event managed by and/or with TriState Events.*Exhibitor is solely responsible to obtain insurance coverage on property brought into the Building. Dyalto Enterprises LLC, TriState Events and/or The Venue accepts no liability for lost, stolen or damages to property or property/products owned by Exhibitor and is not required to carry additional insurance to cover the Exhibitor’s property or products. Holding business liability insurance for events is the responsibility of each Exhibitor as it does protect you, the Exhibitor, should anyone become injured while occupying your specific area of the event, should products become damaged, stolen, etc. while participating in the event, or in the event of a Natural Disaster.

**INDEMNIFICATION.** The Exhibitor agrees to indemnify and hold Dyalto Enterprises LLC, TriState Events, and/or the Venue harmless from all claims, losses, injuries, expenses, and fees including attorney fees, costs, and judgments that may be asserted against Dyalto Enterprises LLC, TriState Events and/or the Venue that result from the acts or omissions of the Exhibitor and/or any of the Exhibitor’s Employees/Helpers, Agents, or Representatives. Dyalto Enterprises LLC, TriState Events, or the Venue shall be solely responsible for insuring all applicable laws are followed and complied with in selling and presenting of TriState Events, and/or the Exhibitor’s products and services at the event.

**FORCE MAJEURE.** If performance of this Exhibitor Booth Agreement/Application or any obligation under this Exhibitor Booth Agreement/Application is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Exhibitor Booth Agreement/Application shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall designate a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Exhibitor Booth Agreement/Application . In the event the parties are unable to agree to such a selection, each party will designate an arbitrator and the two arbitrators in turn shall designate a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Exhibitor Booth Agreement/Application or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The Exhibitor Booth Agreement/Application t to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of an arbitration proceeding, the parties shall continue to perform their respective obligations under this Exhibitor Booth Agreement/Application .

**INVOLUNTARY LOSS OF BOOTH SPACE**: As aforementioned this “Exhibitor Booth Agreement/Application illustrates that ***“EXHIBITOR BOOTH SPACES ARE NOT HELD, NO EXCEPTIONS. BOOTH SPACES ARE RESERVED ON A FIRST COME, FIRST SERVE BASIS.”*** If the full Exhibitor Booth Fee accompanied by the signed and completed Exhibitor Booth Agreement/Application prior to the date aforementioned then said Exhibitor risks “Involuntary Loss of Booth Space” **regardless** of the circumstance as to why either of the two, Exhibitor Booth Payment or Exhibitor Booth Agreement/Application , were not received as there are ample opportunities to which these transaction can be submitted to TriState Events ***(The United States Postal Service is NOT recommended due to lost mail or damaged mail).***

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Exhibitor Booth Agreement/Application shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Exhibitor Booth Agreement/Application .

**SUBMISSION OPTIONS & INSTRUCTIONS:**

***OPTION 1:*** Fax the completed/signed Exhibitor Booth Agreement/Application to ***(717) 597-0226*** as it ***is not*** recommended to mail via United States Postal Service due to lost and/or damaged mail. The Exhibitor Booth Space is not officially reserved until the Full Exhibitor Booth Fee ***IS*** paid. TriState Events ***MUST*** be in receipt of the completed/signed Exhibitor Booth Agreement/Application before the Booth Space is considered securely booked by Exhibitor.

***OPTION 2:*** Exhibitor may scan the completed/signed Exhibitor Booth Agreement/Application and send via email to events@tristateevents.org. Next, visit www.paypal.com to access the PayPal Payment System to make your Exhibitor Booth Fee payment using the account name of events@tristateevents.org.

**Dyalto Enterprises LLC … d.b.a. TriState Event Planning Services**

**Business Web Site:** www.tristateevents.org

**Business Email:** events@tristateevents.org

**Business Line: (capabilities include voice calls and voicemail)**  (717) 765-6620

**Business Fax:** (717) 597-0226

**Business Address:**  1981 Market Square Blvd

Waynesboro, PA 17268

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**TriState Events**

This contract becomes legally binding upon review and owner’s signature.

*LIST ALL PRODUCTS OR SERVICES OFFERED DURING THE EVENT:*

**EXHIBITOR’S PARTICIPATION RISK:**

All Exhibitors understand and accept the participatory risk. Moreover, regardless of and/or no matter what type of media coverage may take place and/or advertising conducted for this or any event sponsored by TriState Events, each event is at the participatory risk of each and every Exhibitor. Risk management is a huge concern for any Event Planner; whereas, TriState Events Owner and Principal Event Planner, TriState Events, maintains and utilizes every resource available through networking opportunities via word of mouth, social media, various other technological streams, newsprint, television, radio, magazines, posters, flyers, and other business logo paraphernalia to engage ideal audiences ages 18+ in and around the four-state region; including West Virginia, Pennsylvania, Maryland, and Virginia. However, no matter what contingency plan TriState Events may put into effect, unfortunately not every event runs as planned. Often, incidents or inclement weather may occur beyond the control of the planning team. The planning team will identify any special operational considerations, where applicable.

**DISCLAIMER:**

The information contained within this Exhibitor Booth Agreement/Application is not limited to or all inclusive; however, serves to protect those members, coordinators, and/or Venues from all claims, losses, injuries, expenses, and/or fees including attorney fees, costs, and judgments that may be asserted against the aforementioned namees from any such acts or omissions of acts related to said event.

YOUR CANCELLED CHECK, MONEY ORDER, PAYPAL PAYMENT, SQUARE PAYMENT, OR ANY SUCH PAYMENT RENDERED TO PARTICIPATE IN SAID EVENT WILL BE YOUR ACCEPTANCE INTO THE SHOW. AFFIXING THE DATE AND YOUR SIGNATURE ON THIS APPLICATION BINDS YOU TO THE REQUIREMENTS AFOREMENTIONED.

Dyalto Enterprises, LLC

TriState Event Planning Services

1981 Market Square Blvd

Waynesboro, PA 17268

Office: (717) 765-6620/6622

Fax: (717) 597-0226

Email: events@tristateevents.org