

# Terms and Conditions of Contract for Exhibitors

## 1. LIABILITY

Exhibitor agrees to indemnify and hold harmless Paris Downtown Association( PDA) and principles, agents, officers and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Exhibitor's agents, employees, invitees, contractors, or guest which occur in or about the exhibit space. Exhibitor agrees to use and occupy the Exhibit Space at Exhibitor's own risk, and hereby releases PDA, its agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Exhibit Space, including, but not limited to damages, resulting from the acts of other Exhibitors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.

## 2. SPACE ASSIGNMENTS

**PDA will assign booths in any and all cases; however, in every case the exhibitor's choice will be honored based on the special needs, compatibility of other exhibitors. PDA reserves the right to rearrange or renumber the floor plan and relocate any exhibit if it appears for the general good of all exhibits.**

## 3. INSTALLATION OF EXHIBITS

Exhibits shall be set up, decorated in complete form and approved by PDA or its designated agent BEFORE business may commence. Exhibitor's exhibit shall be constructed, decorated, and maintained in a professional manner. **Exhibits should be set up and open for business no later than 10:00 a.m. on Fri. October 13th , 2016. No move-ins will be allowed after 10a.m.**

**Per Insurance and Liability restrictions, no set-up will be allowed prior to Thurs . Oct. 12<sup>th</sup> at 9:00 am.**

Exhibitor Set up: **Thurs., Oct.12 from 9:00am-9pm**  
**Fri., Oct. 13 from 8:00 am- 9:45 am**

## 4. DISMANTLEING

**Show hours are 10am-8pm Friday Oct. 13 and 9am-5pm Saturday Oct. 14. We advertise these hours for the exhibitors. Come prepared to set up until closing time each day. Early departure is not acceptable. Vendors who close early will forfeit their \$25.00 clean up deposit and may forfeit their reservation for future shows. Show management reserves the right to make exceptions in emergency situations. The entire exhibits property must be removed from the premise within 6 hours after the close of the show, unless changed by PDA.** Exhibitors shall be responsible for the supervision, control and maintenance of the Exhibit Space during the entire terms for which the Exhibit Space is reserved or used by Exhibitor. The Exhibit Space shall be returned to PDA in original condition or forfeit a \$25 clean up deposit.

## 5. EXHIBIT DISPLAY SPACE

**Exhibits will not exceed booth dimensions. Checkout area will need to be setup within your booth.** Exhibitor must not obstruct the view of an exhibit in an adjoining booth. Dividers will need to be finished on both sides if facing into an adjoining booth. Exhibits may not be place or operated in any manner offensive or objectionable, in the reasonable opinion of the PDA, to the adjacent or surrounding Exhibitors or to the Show as a whole: All signage must be approved by PDA.

## 6. EXHIBITION HOURS

Exhibitor shall maintain a responsible individual in the exhibit space at all times during the exhibition hours. Exhibitor shall be responsible for the conduct of any employees, agents, visitors or guest of the exhibitor in or about the exhibit space. Exhibitor shall cause all such employees, agents, visitors or guests of exhibitor to be familiar with all rules governing exhibitors.

**Show Hours: Fri., Oct. 13, 2017 from 10 am – 8 pm**  
**Sat., Oct. 14, 2017 from 9am -5 pm**

## 7. TAXES

**All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Exhibitors use of the exhibit space are the sole responsibility of the exhibitor in compliance with Texas Law.**

## 8. COMPLIANCE WITH LAWS

Exhibitor, his agents, employees, or assigns shall comply with all rules regulations and requirements s of the Fire Marshal, Health Department of the City of Paris, Texas, or any governmental entity having jurisdiction over the premises. Exhibitor may be required at PDA's sole option to immediately cease its operations and vacate the Exhibit Space if Exhibitor's operation thereof, or the conduct of its agents, employees, or assigns should be found to be in violation of any such lawful requirements.

## 9. USE OF EXHIBIT SPACE

- No sound systems, musical instruments, noisemakers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used unless approved by management.
- No demonstrations, trophies, decorations, portals, fountains, signs, banners, advertising matter or exhibits o any kind or character will be allowed in the aisles or public passageways or attached to the show building walls, posts or doors.
- General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature or promotional materials or any kind or character is strictly prohibited, but such literature or material may be made available on counterpace or otherwise within the Exhibit Space, and may be distributed upon specific request thereof. Notwithstanding the foregoing, materials designed to stick to walls, car bumpers, balloons, hats, tee shirts, or similar materials shall not be distributed under any circumstances.
- Exhibitor agrees not to use the Exhibit Space for any political or religious purposes

e. Solicitation of funds for any political, educational or charitable corporation or association or any other corporations associations, group, individual or cause of any kind of character is strictly prohibited without management approval.

**f. EXHIBITOR AGREES NOT TO PLACE ANY ITEM OR MERCHANDISE OUTSIDE OF THE DESIGNATED BOOTH AREA. AN ADDITIONAL FEE WILL BE CHARGED FOR THE ADDITIONAL SQUARE FOOTAGE.**

g. PDA, at its discretion, reserves the right to assign Exhibitors to the best space available, and to make shifts in location as deemed necessary.

**h. NO DISPLAY SPACE SHALL BE SUBLET. THERE WILL BE NO EXCEPTIONS.**

i. Insurance. In all cases exhibitors wishing to insure their goods must do so at their own expense

j. NO WHOLESALE PRICING. RETAIL ONLY.

k. Consent is hereby given for any likeness of your exhibit for any and all promotions for the Paris Texas Antique Fair.

#### 10. REMOVAL OF EXHIBITS BY PDA

PDA reserves the right to prohibit any exhibit (i) which, in PDA's reasonable judgment, may detract from the general character of the show; (ii) if the business or exhibition carried on by the Exhibitor or the manner of conducting the same is not as represented at the time of making this Contract or is not in keeping with the traditions or character of the show; (iii) if the exhibit was entered under false pretenses; or (iv) if the exhibit is in violation of any of these Rules Governing Exhibitors. If an exhibit is prohibited under the terms of this paragraph or because of a violation of any of the terms hereof, PDA shall have the right, but no obligation, to remove the exhibit or any banner, advertising matter or other property of the Exhibitor situated within or about the Exhibit Space; but such removal shall in any event be at the cost and expense of Exhibitor, and Exhibitors shall immediately reimburse PDA for any cost or expense PDA incurred in so removing Exhibitor's exhibit or portion thereof. Under such circumstances, Exhibitor shall not be entitled to a refund or monies paid to PDA under the terms of the Contract.

#### 11. SAFETY RULES

Exhibitors shall take all necessary precautions for the safety of their person(s), other exhibitors and all other persons upon the premises and shall comply with all applicable provisions of federal, state, and municipal safety laws, building codes and ordinances to prevent accidents or injury.

#### 12. CHECK ACCEPTANCE POLICY

We must have DL#, State issued and DOB to accept checks. All returned checks are subject to a fee of a minimum of \$35.00.

#### 13. PDA RESERVES THE RIGHT TO:

Change venue locations, adjust days, adjust hours (add or take away) for event enhancement and betterment of the event.

#### 14. REGISTRATION REQUIREMENTS

Completed application, a check for exhibit space and a separate check for clean up deposit (\*refundable) A complete and

accurate description of merchandise along with 2 photos (NEW VENDORS) are required.

**\*PLEASE ENCLOSE A SEPARATE CHECK FOR THE \$25.00 REFUNDABLE CLEAN UP DEPOSIT. FAILURE TO INCLUDE THE DEPOSIT WILL RESULT IN AN INCOMPLETE APPLICATION. REFUNDABLE CLEAN UP DEPOSIT WILL NEED TO BE PICKED UP AFTER VENDOR HAS CLEANED UP SPACE. PLEASE SEE A PDA MEMBER BEFORE LEAVING TO CHECK OUT SPACE AND RECEIVE CHECK. ANY CHECKS THAT ARE NOT PICKED UP THAT NIGHT WILL BE CONSIDERED A DONATION TO THE DOWNTOWN PROJECT.**

**15. Due to problems in the past, your space will not be reserved until all documents are signed/received and your check payment has cleared.**