



Grayson County Master Gardeners Fall Garden Show Loy Lake Park- Mayor Arena October 8th, 2016

SPONSOR APPLICATION AND CONTRACT FOR EXHIBIT SPACE

This application for exhibit space at Mayor Arena Denison, Texas, on October 8th, 2016, for THE GARDEN SHOW, will become a contract between Grayson County Master Gardeners Association (hereinafter called GCMG or "presenter") and the undersigned representative below (hereinafter called "exhibitor") upon acceptance by presenter and is based upon the terms set forth below and on the rules and regulations which must be strictly adhered to by the exhibitor, their employees, and representatives.

Company _____	<u>SPONSOR LEVELS</u> Title - \$3500 _____ Gold - \$2500 _____ Silver - \$1200 _____ Bronze- \$500 _____
Address _____	
City _____ State _____ Zip _____	
Phone _____ Fax _____	
Contact Name and Phone _____	
Email Address _____	
Website Address _____	
Company Description _____ <i>Products/Services subject to approval of show management</i>	

By signing this contract, I/we have read and agree to abide by all rules, regulations and policies set forth by Grayson County Master Gardener Association, Loy Lake Park, local and federal laws/ordinances, as well as all of the Exhibitor Conditions affixed to the back of this contract or faxed. Any violation of this contract will result in legal action if necessary. I understand that Grayson County Master Gardener Association holds the right for whatever reason to cancel this contract at no obligation, to change show date(s), venue as needed and that all monies paid are non-refundable unless cancellation is 30 days prior to the show date. The individual hereby signing this contract warrants that he/she has been duly authorized to execute this binding contract and that the exhibitor named will continue

to fulfill these terms even if the individual ceases to be a part of the exhibitors company. This contract constitutes the entire agreement between show management and the exhibitor.

Signature _____ Date _____
I have read and agree with all rules, regulations and policies

Print Name _____

CONDITIONS OF CONTRACT

Please read the following conditions before signing the contract. By signing the contract you agree to abide by all the conditions presented on this page and/or any other attached forms.

COVENANTS

1. The exhibitor is contractually liable for any legal fees or costs in fulfilling the terms of this contract.
2. The exhibitor agrees to abide by all rules and regulations adopted by
3. GCMGA, the show sponsors, and agrees that GCMGA shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
4. The exhibitor agrees to observe all agreements between GCMGA and the official contractors (Loy Lake Park) serving the show facility and the building in which the show is taking place and to observe the labor laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display, which might be a violation of any laws bylaws, ordinances, or regulations of any government or regulatory body.
5. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade of business in their space allocated. Further, if the exhibitor is serving food samples, the exhibitor is responsible for obtaining a health permit from the appropriate government authorities, and for complying with all rules, regulations and fees thereof.
6. The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor has the approval of GCMGA and (i) satisfies GCMGA that the contest is being operated in accordance with the law and (ii) provides a letter of credit or other security satisfactory to GCMGA covering the value of the prize(s).

ADVERTISEMENT AND ATTENDANCE

GCMGA does not imply, infer, or guarantee attendance figures, or advertising commitments. Every attempt is made and determined by GCMGA to implement an effective campaign to facilitate maximum attendance. GCMGA shall not be held liable in any way, including, but not limited to refunds, returns, loss of income, loss of potential income, labor, etc. for any failure or results from the show and or expectations from exhibitor.

DISPLAY REGULATIONS

The exhibitor agrees to occupy the contracted exhibit space during the term agreed upon and to exhibit only the products described in this contract unless approved in writing by GCMGA. GCMGA reserves the right, unto its own discretion to: (i) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or exhibitors which GCMGA considers objectionable, and (iii) relocate exhibitors or exhibits when in GCMGA opinion such moves are necessary to maintain the character and/or good order of the show. (iii) Signage specific to your exhibit will not be allowed outside of the arena unless your booth is outside of the arena and then only when attached to your booth. GCMGA does not offer any exclusivity to any products or services, nor do we guarantee that you will not be positioned close to a competitor.

The exhibitor shall be responsible for ordering/payment to assigned contractors for any additional plumbing or electrical needs not normally provided by Loy Lake Park. Any outside contractors shall be approved by GCMGA and Loy Lake Park. GCMGA is not responsible or liable in any circumstances for work or payment provided by such contractors. GCMGA and Loy Lake Park are also not responsible or liable for any merchandise or equipment delivered by or to any exhibitor. All aisles and doors to the show site will be under the control of GCMGA and Loy Lake Park. Exhibitors may not extend booth or display into aisles or obstruct the view of other spaces, including height of display. Exhibitors or any of their representatives may not sell product, hand out merchandise or literature other than in their assigned exhibit space unless approved by GCMGA. Exhibitor acknowledges that the floor surface is packed earth, and that there

shall be no digging or stakes in the ground. In addition, floors may be lightly sprinkled at night to reduce dust. If floor coverings are desired, they will be approved by GCMGA and Loy Lake Park and provided by the exhibitor.

BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of GCMGA or Loy Lake Park, its agents, officers, employees or any other exhibitor(s). The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of GCMGA or Loy Lake Park, its agents or any other exhibitor without approval. GCMGA is not responsible for any assigned exhibitor parking during setup, show times or break down.

REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during agreed upon dates of the show, but will remain intact until the end of the final closing hour of the last reserved show day. The exhibitor also agrees to remove its display and equipment from the show site no later than 5pm, Sunday, October 9th, 2016.. The exhibitor agrees to pay for such additional cost as may be incurred by failure to comply with this timeframe.

CANCELLATION OR CURTAILMENT OF SHOW

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of GCMGA and Loy Lake Park and the show sponsors, or if any reason, GCMGA is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, GCMGA, Loy Lake Park and the show sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire, lightening, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lockout or boycott. In the event of failure to provide exhibit space, GCMGA may terminate this agreement in its entirety.

NSF CHECKS

In the event that the exhibitor's check is returned by a bank or financial institution of any sort, due to insufficient funds, a \$25 administration fee will be charged to the exhibitor. The returned check may be collected through a third party collection agency that will utilize electronic debit as well as assess processing fees.

ASSIGNMENT AND SUBLETTING

The exhibitor shall not assign any rights under this agreement or sublet the space without prior permission of GCMGA, which permission may be arbitrarily withheld at the sole discretion of GCMGA.

INDEMNITY

The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall fully hold harmless and make no claim or demand or take any legal action, whatsoever against GCMGA, the show sponsors, or Myers Park, for any loss, damage or injury however caused, to the exhibitor, its officers, employees, and agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space or its environs, for personal injuries, death, property damage or any other damage sustained by the exhibitor or its officers, agents, employees, or those for whom in the law they are responsible, or GCMGA or an attendee to the show.

EXHIBITOR'S PROPERTY

GCMGA and Loy Lake Park will not be responsible or liable for the safety of the exhibitor or its merchandise, property, employees or customers from theft, injury or damage from fire, civil tumult, accident or Act of God. The exhibitor's property at the show shall be at the sole risk of the exhibitor and GCMGA and Loy Lake Park assumes no responsibility for the loss or damage there unto.

Grayson County Master Gardeners Association is a 501(c)3 organization

Initial _____

DEPOSIT AND PAYMENT TERMS

All deposits are non-refundable. If notice of cancellation is not submitted in writing prior to 30 (thirty) days of the show date, the exhibitor is liable for full payment of his space rental under the contract unless the space is rented to a new vendor. In the event the exhibitor fails to make payment as aforementioned or fails to comply in any respect with the terms of this contract, GCMGA reserves the right to cancel this contract without notices and all rights of the exhibitor hereunto shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by GCMGA as liquidated damages for breach of this contract and GCMGA may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented. GCMGA reserves the right to change the show dates and/or venue.

The balance of the contract is due and payable by August 10, 2016. Any portion of the balance which remains unpaid after the due date will accrue interest at a rate of 10% per annum or the maximum interest rate allowed by law.

**PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS,
SUBMIT SIGNED ORIGINAL & PAYMENT TO:**

Grayson County Master Gardeners
C/O Sharon Melton
PO Box 441
Sherman, TX 75091

**Please make checks payable to: Grayson County Master Gardeners Association Deposit (25% re-
quired) \$ _____ Balance Due on/before 8/10/16 \$ _____**

Name on Check _____

Company Representative _____

Billing street address, City/State/Zip _____

***Space will be reserved upon receipt of deposit
ance**

***Please provide a copy of your certificate of insur-**

**Questions? Call Mike Gowdy at 214-280-0342 or Bev Patterson at
972-505-1841**