



THE WESTCHESTER COUNTY FALL
WESTCHESTER COUNTY CENTER - WHITE PLAINS, NY
SHOW DATES: FALL SHOW - 10/30 - 10/31/2010

EMAIL VERSION - EXHIBIT SPACE AGREEMENT

Directions: Please complete this form, sign and EMAIL it with credit card payment to CHARLEE@SHOWEVENT.COM. If paying by check, please make check payable to: Jenks Productions, Inc, sign agreement and mail payment and original contract to Jenks Productions, Inc., 100 Great Meadow Road - Suite 702, Wethersfield, CT 06109.

SELECT SHOW (S): \_\_\_FALL SHOW / \_\_\_SPRING SHOW / \_\_\_BOTH SHOWS

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E Mail: \_\_\_\_\_

Cell (move in purposes only): \_\_\_\_\_

- 1. BOOTH COSTS: Please refer to floor plan. Booth costs include: Side & back drapes; company identification sign.
2. Booth Costs exclude: Electricity \$85 standard rate; (1) 6' table & (2) chairs - available through decorators or you may bring your own.

2. BOOTH CHOICES: Booth choices are subject to availability and placement of similar companies/products.

1st choice booth # \_\_\_\_\_ 2nd choice booth # \_\_\_\_\_ Number of booths requested \_\_\_\_\_ Total booth size \_\_\_\_\_

EACH SHOW SINGLE BOOTH COSTS - \$1350.00(8x10 - corners \$50.00 additional) \$300 deposit due with this contract.

3. PRODUCT/SERVICE DESCRIPTION: Please describe your product or service to be displayed (Osborne/Jenks Prod., Inc. reserves the right to relocate or remove exhibitor due to improper description) Please keep descriptions brief but thorough:

\_\_\_\_\_

4. PAYMENT METHOD

\_\_\_Check (made payable to: Jenks Productions, Inc) \$20 returned check charge will apply

\_\_\_ Visa \_\_\_ MasterCard \_\_\_ AMEX \_\_\_ Discover \_\_\_ Card Number: \_\_\_ - \_\_\_ - \_\_\_ - \_\_\_ Exp. Date: \_\_\_/\_\_\_

Security code \_\_\_\_\_ Card Holder Auth/Signature \_\_\_\_\_ PO# \_\_\_\_\_

(Security Code - last (3) digits reverse of all credit cards - except Amex - (4) digits on front right center)

\*\*Failure of exhibitor to make payment as specified shall entitle Jenks Prod., Inc. at its option to cancel this contract without further notice. Exhibitor shall remain liable for any unpaid rentals.

5. ADDITIONAL ADVERTISING

\_\_\_ Yes, I would like to advertise in the Official Show Program (where applicable)

\_\_\_ Yes, I am interested in becoming a Sponsor

\_\_\_ Yes, I would like a free Reciprocal Link to WWW.JENKSPRODUCTIONS.COM (must POST LINK on your website as well.)

WEBSITE: \_\_\_\_\_

Comments: \_\_\_\_\_

All exposed surfaces of displays must be finished by the exhibitor. Booths must be set up 1 hour prior to show opening to avoid jeopardizing your location. Promotional material may only be given out from your booth. Upon acceptance in writing of this contract by Jenks Productions, Inc., this shall be a binding and enforceable contract. By accepting this contract, exhibitor agrees to all terms, conditions and rules described on page two of this contract. Osborne/Jenks Prod., Inc. must have a signed agreement & full payment prior to show opening. Cancellations accepted by written notice only and are subject to the terms on page 2 and 3 of this contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account of CHARMAGNE HARRIS

## TERMS AND AGREEMENT

1. **EXHIBIT HOURS**- Management shall determine and publicize the exhibit hours the building will be open to the public during each day of the Show. Jenks Productions Inc. reserves the right to change exhibit hours and/or change the number of days and dates of the Exhibition as it may deem desirable.
2. **MERCHANDISE REMOVAL**-No exhibits or part of an exhibit may be removed until after the closing hour of the last day of the Show. At this time, all Exhibitors should remove all small and valuable items from their displays.
3. **RULES FOR EXHIBITS:**
  - a. **DISPLAYS**-No signs, partitions, apparatus, shelving, etc., may extend more than ten feet high in the back or more than five feet from the back to the front of an exhibit. The cloth booths will be installed by Show Decorator and all orders for rugs, furniture, etc. should be directed to Show Decorator.
  - b. **LIABILITY**-The Exhibitor is entirely responsible for the space leased and shall not injure, mar or deface the premises. The Exhibitor shall not drive, nor permit to be driven, any pins, nails, hooks, tacks and screws in any part of the Center. Furthermore, Exhibitor shall not affix to the walls or windows of the Center any advertisements, signs, etc. or use Scotch tape, masking tape or any other adhesive-type material on painted surfaces. Automobiles, trucks and similar conveyances shall have a drip pan and/or protective material under them to safe guard the floor from dirt, oil stains, etc., and all landscaped areas must have a similar barrier under them to safeguard the floor. The Exhibitor agrees to reimburse the Management and/or Center for any loss or damage occurring to the premises or equipment.
  - c. **AISLES**-The aisles, passageways and overhead spaces remain under the control of the Management, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except by written permission of the Management. All exhibits and their personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products obstructing the view, or which may occasion injury or disadvantageously affect the display of other Exhibitors.
  - d. **SPACE**-The space contracted for is to be used solely by the Exhibitor whose name appears on the Contract and no portion can be sublet or assigned without prior permission from Management. No company may exhibit or display literature other than company named on a signed contract. Additional booth fees may be collected by Management based on number of booths occupied and number of companies occupying said booths at discretion of Management. The Exhibitor shall forfeit his right to the space, all prepaid rentals and upon demand pay any rent balance owing to Management if he fails to occupy or use his space or to have his exhibit complete and in place by the opening of the Show.
  - e. **ALCOHOLIC BEVERAGES**-Exhibitors and their employees, agents and guests shall not consume any alcoholic beverages except in designated areas. Violation shall be grounds for removing Exhibitor and exhibit from the Show without refund.
  - f. **LOTTERIES**-Exhibitors shall not engage in any raffle, chance drawing, lottery, or other game of chance without written consent of Management.
  - g. **RESTRICTIONS**-Management reserves the right to restrict or remove exhibits, without refund, that have falsely entered, or are deemed by the Management unsuitable or objectionable. This restriction applies to, but is not limited to noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the Show or the Management. No inflated balloons may be handed out or sold.
  - h. **LOCATION OF EXHIBITS**-All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but Jenks Productions Inc. reserves the right to make modifications and change space assignments as may be necessary to adjust the floor plan to meet show requirements. Sides of exhibits may not extend more than five feet from the back of the booth to the front as shown in the Exhibit Display. No changes to the floor plan can be made without permission of Show Management.
4. **ALL EXHIBITS MUST COMPLY WITH CITY ORDINANCES, TAX REGULATIONS AND FIRE MARSHALL RULES & REGULATIONS. FOR ANY INFORMATION CONTACT THE FIRE MARSHALL'S OFFICE OR TAX REVENUE OFFICE.**
5. **STORAGE** - Fire Marshall Regulations prohibit the storage of boxes, crates, packing materials, etc, and not over one day's supply of literature at your display. Exhibitor must arrange for storage of empty crates, etc. at own expense.
6. **RUNNING OF ENGINES**-Oil, gas or gasoline engines may be operated only with the consent of the Management and must conform to City Ordinances, Regulations and Fire Marshall instructions.
7. **INSTALLATIONS**-Any special carpentry, wiring, electrical or other work, gas, steam, water and drainage connection shall be installed at Exhibitor's expense, and in accordance with the building and Management's direction.
8. **ELECTRICITY**-All electrical connections shall be equipped with an Electrical Ground Conductor.
9. **MISCELLANEOUS TERMS AND CONDITIONS**
  - a. **CANCELLATION OF CONTRACT**-If this agreement is cancelled by Exhibitor for any reason, or by Management because of Exhibitor's default or violation of this agreement, monies paid to Management by Exhibitor shall be retained as follows: If cancellation occurs 60 days or more before the start of the Show, Management shall retain 25% of the total rental and return the balance to Exhibitor. If cancellation occurs within 60 days of the Show, the entire rental paid to date by Exhibitor shall be retained by Management. The retained rental shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up and providing space for Exhibitor's withdrawal including reletting the space. If cancellation occurs within 30 days of the Show, the Exhibitor is responsible for the entire rental fee. All cancellations must be in writing.
  - b. **RIGHTS OF THE MANAGEMENT IF EVENT IS NOT HELD**-Management shall not be liable for any damages or expense incurred by Exhibitors in the event the 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.
  - c. **SECURITY FOR RENTAL**- Failure of Exhibitor to pay rental as specified herein shall entitle Management to take possession of all merchandise; materials and the Exhibit displayed by Exhibitor and to retain the same as security for such unpaid rental. Management shall have the right to dispose of same without further notice to Exhibitor in such manner as it deems appropriate, whether by sale or otherwise. Any sale proceeds shall be retained by Management in payment of expenses incurred in disposing of such property and in payment of unpaid rental; any excess shall be distributed to Exhibitor.
  - d. **INDEMNIFICATION**-Exhibitor shall indemnify and hold harmless the Management and the Center from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the activities of the Exhibitor, or the officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors of Exhibitor.
  - e. **INSURANCE**-Exhibitor shall purchase and maintain such insurance, naming the Management and the Center as additional insured, as will protect them from claims which may arise out of or result from the activities of the Exhibitor. Neither the Management nor the Center shall be responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause. Such additional insurance, if desired, must be obtained by the Exhibitor.
  - f. **ATTORNEY'S FEES**-If a civil action arises between the parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable and if an appeal is taken from any judgment of the trial court, the losing party shall pay the amount the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.
  - g. **LICENSES**-Exhibitor shall be responsible to obtain any and all licenses required for the exhibit.
  - h. **ASSIGNMENT**-Management may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations or duties under this agreement.
  - i. **RULES AND REGULATIONS**-Management and Center reserve the right to impose reasonable rules and regulations governing the operation or conduct of the Exhibitor and/or event.
  - j. **FOOD AND BEVERAGES**-No Exhibitor shall sell or distribute food or beverages of any type without the express, written consent of Management and/or Center.
10. **EARLY BREAKDOWN**-Show hours must be observed. No early breakdowns are permitted or exhibitor will not be allowed in any future Jenks Productions Inc., shows.
11. **COMPLETE AGREEMENT**-This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto. This agreement shall be construed in accordance with the laws of the state in which the show is held.