

## Terms & Conditions

### **Each Exhibitor Must Provide:**

- One grand prize giveaway.
- A professional booth/product display.
- Staffing for your booth at all times (2 people are recommended).

**Participation:** All contracts and deposits will be handled in order of receipt. In the event that more contracts are received than space allows, Whimsical Occasions has sole discretion to decide which exhibitor will participate.

**Booth Placement:** Consideration will be given to the exhibitors' needs; final booth placement is at the discretion of Whimsical Occasions. Placing advertising materials or equipment, soliciting in the aisles or any other area than the space allotted is strictly forbidden. No exhibitor shall obstruct aisles, common areas, or neutral space between the booths with his/her goods or in any other manner. *Whimsical Occasions must be notified of the use of special backdrops 30 days prior to the show.* Any exhibit over 8' high must have prior written approval by Whimsical Occasions. All exhibits must conform to requirements of Whimsical Occasions, building management, local fire department and any other authority under whose jurisdiction the show falls. All aisles must be kept clear within boundaries set up by local fire codes and Whimsical Occasions.

**Special Requests:** Any display audio shall be kept to a reasonable volume level. Whimsical Occasions reserves the right to expel any exhibitor from the show who allows a noise level, which annoys other exhibitors or attendees. In that case, all monies paid to Whimsical Occasions for that show shall be *forfeited*. If any exhibitor or exhibitor's staff should conduct him/herself in any manner offensive to Whimsical Occasions, its staff, or other exhibitors or attendees, Whimsical Occasions reserves the right to expel exhibitors from the show.

**Transfer of Space:** Your booth is solely for your use and may not be subleased to any individual. Literature for another non-paying exhibitor may not be distributed, nor any other form or display. Whimsical Occasions reserves the right to enforce and police this policy.

**Setup and Takedown:** Exhibitors may enter show facility for the purpose of exhibit setup beginning at 10:30am. Exhibitors must use authorized loading area and remove vehicles immediately after unloading. Setup of exhibit must be completed no later than 12:30. Should Exhibitor fail to occupy its space during the scheduled period, Whimsical Occasions shall have the right to take possession of said space without liability for a refund of exhibitor fees. Whimsical Occasions reserves the right to re-allocate exhibit space not occupied by this time. In that case, all rights to the mailing for the show will be forfeited. Exhibits must not be dismantled or removed before Show has closed. In the event Exhibitor violates this provision, Exhibitor shall forfeit its rights to the list of show attendees, be subject to a fine of \$300 and may be precluded from participation in future shows. Exhibits must be removed no later than 5:00 pm on show date. Exhibitor shall be liable for storage and handling charges resulting from failure to remove exhibit material for the show before conclusion of break down period. Exhibitor will indemnify Whimsical Occasions for all costs incurred for property being left at the event outside stated hours. All displays must be free standing and may not exceed the boundaries of exhibit space. Exhibitors are prohibited from attaching anything to the walls, columns, windows or fixtures of show facility. Exhibitor shall leave space occupied by them in the same condition as at the time when first occupied. Whimsical Occasions reserves the right to restrict displays, which because of noise or method of operation, interfere with exhibitors, and to prohibit or remove such displays and/or personnel which in opinion of Whimsical Occasions become objectionable and/or distract from the character or appearance of the show. The use of audio and/or video equipment is an exception of the rule, not a right, and Whimsical Occasions reserves the right to determine at what point audio and/or video constitutes interference with others and must be discounted. Exhibitor is charged with having knowledge of and compliance with all laws, ordinances, and regulations pertaining to licensing, sales tax, health, fire prevention, public safety, copyright, and Americans with Disabilities Act. Exhibit material, decorations, and display items must be fire safe. If an exhibit does not comply with these regulations, or otherwise presents a hazard or danger, Whimsical Occasions may remove the exhibit with no liability for refund of exhibit fees.

**Liability and Indemnification:** Reasonable precautions will be taken by Whimsical Occasions to protect persons and property during the show. Whimsical Occasions shall not be responsible for the personal safety of the Exhibitor or its representatives from injury, nor the safety of the property of the Exhibitor from theft or damage. Exhibitor waives all claims of every kind against Whimsical Occasions, show facility, and representatives of the same including, without limitation, all claims for damages based on personal property damage, destruction, loss or theft, personal injury or death, and any other act or failure to act of Whimsical Occasions. Whimsical Occasions is not responsible for any liability connected with the acceptance or the use of any exhibitor by anyone choosing their product or service. Exhibitor agrees to indemnify and hold Whimsical Occasions harmless from all claims, including expenses, damaged, costs, and attorney's fees, by Exhibitor, Exhibitor's agents, employees, contractors, or by any other person, arising out of any act or omission in any way related to Exhibitor's participation in the show, whether negligent or not. Exhibitors should take steps necessary to insure him/herself against any such loss, and if requested, Exhibitor will provide proof of business liability insurance. In any policy of insurance obtained by Exhibitor regarding this show, Exhibitor shall name Whimsical Occasions as an additional insured. Exhibitor will make good any damage to the building or fixtures caused by Exhibitor or any Exhibitor's agents or employees. Exhibitors who distribute edible items agree to assume all liability, and indemnify and hold harmless Show Management, show facility and

representatives of the same for damages or injury which might ensue by reason of such distribution, and must provide proof of liability insurance with limits of not less than \$300,000.

**Payment/Cancellation by Exhibitor:** Payments must be made by the date(s) specified in this agreement. If payments are not made when due, Whimsical Occasions may terminate this agreement and reassign space to another Exhibitor. All payments are non-refundable and non-transferable. All cancellation requests must be made in writing prior to the show. There will be a \$150.00 processing fee charged if cancellation is given more than 30 days of the show date. If a cancellation is necessary within 30 days of the show, the booth fee is non-refundable and any remaining balance is still owed and collectible by Whimsical Occasions. In the event of breach of this agreement by Exhibitor, Whimsical Occasions reserves the right to cancel the agreement without liability for a refund of fees paid. The exhibitor is considered to be a breach of this agreement if the Exhibitor (1) transfers or attempts to transfer exhibit space to another party; (2) files for bankruptcy or is declared bankrupt; (3) fails to fully comply with the terms and conditions of the agreement.

**Cancellation by Whimsical Occasions:** If there is due cause, Whimsical Occasions has the right to cancel an Exhibitor's booth, upon reasonable notice and with no further liability other than a refund of all fees except the deposit. Unfulfillment of contract or unethical practices shall be considered due cause, and may result in the cancellation of participation in future shows.

**Show Cancellation:** In the event of adverse weather conditions, fire, casualty, disaster, labor disputes, acts of God, or any other emergency situations beyond the control of Whimsical Occasions. Whimsical Occasions will, at its discretion, reschedule and/or procure alternate space for the show. Exhibitor agrees that the terms and conditions set forth in this agreement shall apply to any rescheduled date and /or relocation, and Whimsical Occasions shall not be liable to Exhibitor for any loss or damages suffered by Exhibitor by reason of such rescheduling and/or relocation of show. Except as specially provided otherwise in this agreement, should Whimsical Occasions fail to hold show herein provided or to furnish to Exhibitor the space herein described, Whimsical Occasions shall refund to Exhibitor all amount paid hereunder and such refund shall be accepted by Exhibitor as complete settlement and discharge of Exhibitor's claims and demands.

**Limitation of Categories:** Whimsical Occasions reserves the right to determine the eligibility of any company to exhibit in the show and further reserves the right to reject and cancel any application and/or limit the number of exhibitors in any category.

**Legal Action:** In the event it becomes necessary for Whimsical Occasions to institute legal action for any claim arising out of the terms and conditions of this contract, the losing party to those proceedings shall pay all attorney fees and court costs incurred in connection with said proceedings. The parties agree that jurisdiction for any such suit shall be Michigan and venue shall be Oakland County.

**Conflicting Agreements:** The agreements between Whimsical Occasions and show facility, service contractor, and labor organizations shall supersede the agreement between Whimsical Occasions and Exhibitor.

**Changes and Modifications:** Any promotional and/or instructional information provided by Whimsical Occasions to Exhibitors is accurate as of publication; however, Whimsical Occasions reserves the right to change or modify details of the show without notice. Whimsical Occasions may issue additional rules, as it deems necessary for the orderly presentation of the show. Any rules may be amended at any time by show management provided that such amendment shall not substantially diminish the rights or increase the liability of the Exhibitor.

This agreement shall present the entire agreement between the Exhibitor and Whimsical Occasions. Whimsical Occasions shall not be bound by any representation or misunderstanding not expressly set forth in this agreement. No provision of this agreement shall be modified except by the written mutual consent of the parties.

**Americans with Disabilities Act:** An Exhibitor requiring assistance under the Americans with Disabilities Act must notify Whimsical Occasions in writing no later than 30 days prior to show.

**Publicity/use of Photos or Video:** Exhibitor agrees that Whimsical Occasions may list the Exhibitor in show promotional materials and use photography and/or video at the show purposes without compensation to Exhibitor.

**Severability:** If any clause of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect without regard to the invalidated clause.

**Authority to Enter into a Contract:** The Exhibitor, in signing this agreement, or having signed by a representative, acknowledges his, her, or their authority to do so and hereby assumes liability for the terms, conditions, and amounts stated herein.

**General:** Should any question arise, whether provided for these conditions or not, the decision of Whimsical Occasions shall be final.

**Mailing List:** Mailing lists shall not be provided until Exhibitor has fulfilled all terms and conditions of this contract and is paid in full (including late charges). All linens must be returned in the condition they were received. Mailing lists are for the exhibitors' exclusive use and distribution or disclosures of this list and its contents to any other person or business is prohibited and in violation of Whimsical Occasions copyright. Mailing lists can only be utilized by the exhibiting company who participating in the event and cannot be used to solicit or market any other company or bridal show. Lists cannot be used to market any other bridal show or wedding event. If you give or sell your list to a non-exhibitor or any other person, Whimsical Occasions will charge you \$500.00 for each occurrence of distribution of this list. Lists will not be distributed to any publication participating in the show for their use for vendors advertising in their publication.

I have read this contract in full.

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

Exhibitor's Name: \_\_\_\_\_

Exhibitor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_