<b>D</b> &	ELTA FAIR MUSIC FESTIVAL EVERYONE'S FAIR	September 1	& MUSIC FES - September 10 er Internatio his, Tennessee	, 2023	Official Use Only Booth # Price Invoice Sent Paid in full Packet Sent
			<b>br Applica</b> t		
Ú				L	Insurance?
Comp	any Name:				
Conta	ct Person:				
Phone	:		E-mail	·	
what o	lo you plan to Exhibit	(Product Line):			
		Circle One:	Booth prices are	for 10 days	
	Inside	Inside	Inside	Outside	Outside
(2)	<u>10x10 booth</u>	Premium Area	<u>Premium</u>	<u>10x10 booth</u>	10x20 booth
	\$700	\$1,000	Corners	\$1,550	\$2,550
	(Corners \$100 additional)		\$1,250 & \$1,500	Includes Tent Rental &	Includes Tent Rental &
				110 power	& 110 power
Usir	•	•	-	-	inside booth location:
	1	2		3	
*** If you **** Exhib will be giv	need a different booth size or have additional electrical rec bit space will be assigned on ven to all 10'X10' exhibitors a nay be purchased for \$30 ea	uirements or require mor a first come first served b ind six(6) exhibitor badge	e than 20 amps, please ca asis. Booth locations subj s & two(2) parking passes	Ill us to discuss specificat ect to change. Two(2) exh will be given to bulk spac	ions. nibitor badges & two(2) parking passes e exhibitors. Additional vendor
R		Ploa	se Read an	d Sian	
Plea	se sign this COMPLETED				ith payment to secure your space.
T ICA	-		ntil payment, application		
			checks payable to: DEL		
					ore setup of the event. If space
is car	ncelled 1 month out from th	-	the fair, or any time the baid late balances will be		Il be forfeited and if applicable, any
	0	•			that our employees and age 5 for Rules & Regulations)
Official	Representative:				Date:
Print Na	ame:			Title:	
Booth S	Size	Spe	ecial Instructions:		]

## **Vendor Insurance**



# 4

All exhibitors/vendors must have commercial exhibitor/vendor insurance with liability limits of \$1,000,000 (1 million) listing as additionally insured:

Additional Insured:

Delta Fair Inc, Agricenter Int, Shelby County Government and all of their employees.

**Certificate Holder:** Delta Fair Inc. PO Box 1327 Cordova, TN 38088

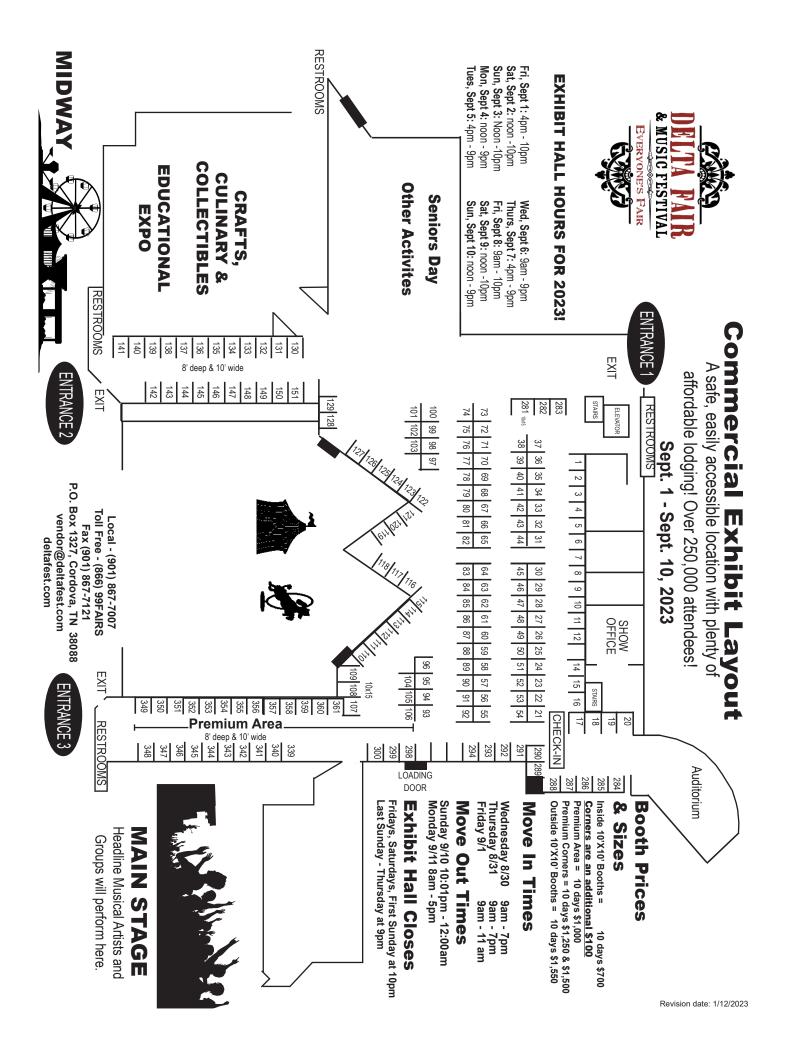
\*\*\*Proof of insurance must be on file in our office by 8/18/2023\*\*\*

## **NO EXCEPTIONS!**

\*\*\*No vendor will be allowed to set-up without liability insurance on file prior to set-up!\*\*\*

Need to Purchase Insurance?     \$100 per vendor first booth. \$50 each additional.     Date of request:	YES NO(I have my own) Date Insurance needed: 8/18/2023				
Name of person completing form:					
Phone: ( )	Fax:( )				
1. Name of event: Delta Fair & Music Festival					
2. Move-In Date(s): Aug 30- Sept 1, 2023	A				
3. Date(s) of event: <b>Sept. 1 -Sept. 10, 2023</b>					
4. Move-Out Date(s): September 10-11, 2023	Insurance Total:				
5. Type of Event: Fair & Music Festival	\$100 per vendor booth.				
6. Facility Contracted: Agricenter Internationa					
7. Vendor/Tenant Name <u>:</u>					
8. Vendor/Tenant Address:					
9. Products Selling/Displaying:					
0					
Official Representative:	Date:				
Print Name:	Title:				

EVERYONE'S FAIR	Credit Card Authorization & Order Form	Card Type: VISA MASTERCARD DISCOVER AMEX
	Cardholders Name	
	Credit Card Billing Address	
	City State	Zip
	Card Number:	Expiration Date
balances will be	Total # of Booths x Booth Price Outside Bo Total # of Booths x Booth Price	Card on file in the week         Se noted.         ooth Total:         or from Section         Total from Section         Ooth Total:         or from Section         Total from Section         Total from Section         Total from Section         Image: Section         Image: Section         Total from Section         Image: Section
Do you i	need to purchase additional Vendor passes: \$	Total from Section (5)
Do you r	need to purchase additional Parking passes:	\$15 each:
		Total:
Authorized Cardholder Sig	gnature: Credit Card Ch 50% Deposit required to r Balance	eserve booth
By signing this, I agree to be charged	for all of the itemized requests above or authorized over the phone.	Date:
Return	this fully completed application with your Delta Fair Attention - Exhibitor Services P.O. Box 1327, Cordova TN, 38088-132	





### TERMS, RULES AND REGULATIONS FOR DELTA FAIR

This document and any later additions, corrections or clarifications made by Delta Fair are a binding part of the Exhibitor Contract/Application.

1. ADMISSIBLE EXHIBITS

a) Exhibitor will not display any product without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display

and sell its products at this show.

b) Show Management reserves the right to determine the eligibility of any company or product for

inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to

them, any merchandise other than that specified in this application.

c) Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

#### 2. DISPLAY CHARACTERISTICS

a) Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, Show Management will make every effort to correct the situation once it

#### is brought to our attention.

b) Facility lighting may not illuminate all areas evenly and effectively and Show Management assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense. Show Management assumes no responsibility for temperature levels during set-up, exhibit or takedown periods.

#### 3. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location

specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.

#### 4. STAFFING OF EXHIBITS

a) Exhibits must be staffed during all show hours.

b) Exhibit removal prior to the final day's close of the show is strictly forbidden.

c) Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

#### 5. PAYMENT FOR SPACE

a) Exhibitors must be paid in full before they are allowed to move into the show. (All other accounts with Delta Fair must also be current.)

b) Exhibitors who fail to make space payments in accordance with the terms on the application will not be considered for space increases, location changes or upgrades of any kind and are subject to cancellation without credit or refund.

#### 6. CANCELLATIONS AND CUTBACKS

a) Should the exhibitor wish to cancel this contract or reduce the total amount of space (or spaces), Delta Fair will refund all payments received only if written notice of the request for cancellation is received by Delta Fair before the contract is accepted by Delta Fair.
 b) Once a contract has been accepted, written notice of a cutback or cancellation must be sent to Delta Fair. Specific deadlines and details regarding cancellation are stated on each individual show/expo applications.

c) For all Exhibitors requesting a space reduction, Delta Fair reserves the right to relocate the exhibit or reconfigure it as determined by show management.

#### 7. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space.

Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

#### 8. SALE OF MERCHANDISE

Management reserves the right to limit over-the-counter sale of products for delivery at the show

to designated areas. The exhibitor agrees to be solely responsible for registering for, collecting, and reporting appropriate sales taxes.

#### 9. INDEMNIFICATION

X \_\_\_\_\_

a) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the show venue, Delta Fair and their managers, officers, agents and employees, and each of them ("indemnitees") from all losses, claims, liability, a but the structure of the defendence of the structure of the str

damage, actions, judgments recovered from or assessed against above named indemnitees, plus expenses (including, without limitation, attorney's fees and expenses) (i) from the breach by Exhibitor and/or

its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them,

of any representation or covenant set forth herein; (ii) for any injury to or death of any persons or

any loss of, through theft or otherwise, or damage to, property arising in any way in connection with

the use and enjoyment by the Exhibitor, or any other person or entity, with the permission, express

or implied, of Exhibitor of the space, equipment or the show space or hall; (iii) arising from the use

of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space.

b) Each party agrees that the federal and state courts sitting in the city of the show have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law.

#### 10. ACTS OF GOD

Delta Fair shall have no liability whatsoever for any matter or thing resulting from strikes, lockouts, fire, acts of terrorism or war, or other acts of God; except that if Exhibitor's show space has not been made available to Exhibitor, Delta Fair shall return to Exhibitor payments made by Exhibitor after deducting there--from a pro-rata share of expenses incurred in connection with said Show.

#### 11. INSURANCE

a) Delta Fair shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft. ——-Exhibitor is required to follow and use all of the security arrangements made by Delta Fair for property and valuables when the show is not open.
c) The Exhibitor understands that neither Delta Fair nor the show venues maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

#### 12. COPYRIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, tradename, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless Delta Fair and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use.

#### 13. AMENDMENTS

a) The Show Management has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.

b) Exhibitor agrees to comply with such terms, rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle Delta Fair to terminate Delta Fair' obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space.

c) Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities which affect the show space.

d) No failure by Delta Fair to enforce or any delay in the enforcement of any rights or power by Delta Fair shall impair any right, power or remedy that Delta Fair may have under this contract.