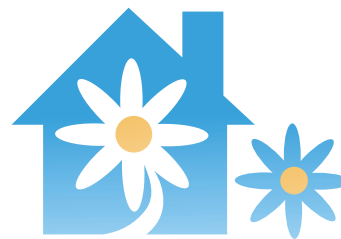


# FAYETTE COUNTY HOME SHOW | May 4-5



Fayette County Fairgrounds Fayette County Fairgrounds, 132 Pechin Road, Dunbar, PA 15431

SATURDAY 10 am - 6 pm • SUNDAY 10 am - 5 pm

## 2019 APPLICATION CONTRACT FOR EXHIBIT SPACE

The undersigned hereby makes application for space in the FAYETTE COUNTY HOME SHOW (check for 50% of the total booth rental made payable to, "COUNTY HOME SHOWS, LLC" is enclosed).

### Booth Size and Price

- \_\_\_\_\_ 10'x10' one side open \$ 495
- \_\_\_\_\_ 10'x20' one side open \$ 950
- \_\_\_\_\_ 10'x10' crafter rate \$ 200
- \_\_\_\_\_ Corner Booth - Add \$100 to above prices

### Booth Includes:

- standard pipe and drape
- 6 ft. skirted table
- 2 chairs, exhibitor badges
- 7" x 44" company sign

**Electricity:** Contact us immediately to request electricity.

\_\_\_\_\_ Add \$25 to above prices

It is understood that no definite assignment of space will be made without the above deposit or payment.

Exhibit space will be allocated on a first come-first served basis, but wherever possible, space will be allotted according to the exhibitor's choice, but the final arrangement will be determined by the show management in such a way as to produce the most advantageous grouping of the exhibits shown.

A service fee of \$50.00 will be charged for all checks returned.

Complete all information. Type or print clearly. Provide your company name as you want it to appear on your booth sign, the show website, and in the show guide.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME/TITLE OF PERSON TO RECEIVE ALL FAYETTE COUNTY HOME SHOW INFO:

\_\_\_\_\_  
COMPANY ADDRESS/CITY/STATE/ZIP

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMERGENCY/CELL

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
WEBSITE

**Booth Preference**

Provide 3 choices below. If chosen booths are not available, Fayette County Home Show reserves the right to assign the closest available booth(s) not in close proximity to a direct competitor.

Choice 1 Booth: # \_\_\_\_\_ Choice 2 Booth: # \_\_\_\_\_ Choice 3 Booth: # \_\_\_\_\_

List types of exhibitors you prefer NOT to be near: \_\_\_\_\_

**List items you will be selling or promoting:**

(Note that all products and services to be sold, offered, or referred to during the Fayette County Home Show must be included. Fayette County Home Show reserves the right to exclude the sale of any product.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Describe offers/activities you would like to provide or perform at the show** (i.e. giveaways, demonstrations, experts). We'd like to promote this info via social media, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Will you require a microphone?** \_\_\_\_\_

PA Sales Tax ID # \_\_\_\_\_ Federal Sales Tax ID # \_\_\_\_\_ Exempt ( )

Contractor License # \_\_\_\_\_

*If you do not have a current PA Sales Tax license, you can register on-line at [www.pa100.state.pa.us](http://www.pa100.state.pa.us).*

Name \_\_\_\_\_  
*as it is listed on sales tax form if different from name in show*

Signed by \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_  
*Please print*

Applicant agrees that: I have read, understand and agree to abide by all the provisions of the Show Regulations as attached hereto and any information in the Show brochure shall be part of this contract. **Payment is due in full by April 5, 2019.** Promoter reserves the right in the event of a vendor sell-out to move up the payment due date i.e. booth space is not guaranteed until payment is received. Cancellation of exhibit area must be made in writing. Fifty percent (50%) of the total price of booth(s) will be charged for cancellations made before April 5, 2019. After April 5, 2019, absolutely no refunds will be made.

Make checks payable to:  
**COUNTY HOME SHOWS, LLC**

Return signed contract with your check to:

**County Home Shows, LLC**  
**3027 Brookstone Drive**  
**Canonsburg, PA 15317**  
412-310-7781 | 724-416-7176

VISA    MC    AmEx    Discover

Name on Card \_\_\_\_\_  
Credit # \_\_\_\_\_  
Expires \_\_\_\_\_  
Security Code \_\_\_\_\_  
Billing Address \_\_\_\_\_  
\_\_\_\_\_

\* A 3% transaction fee will be added to your total CC Charges.

### **Purpose and Cancellation**

A prime purpose of the Home Show is to educate and make the public aware of products and services available by and related to the housing industry. Exhibitor agrees to install an attractive and educational display of its products or services. The prestige and integrity of the Show depends upon the quality and responsibility of the Exhibitor. Accordingly, a review and inspection is made of all Exhibitors who are in the Show. The Fayette County Home Show (hereinafter "FCHS") reserves the right to refuse any exhibit, or any Exhibitor, or any Exhibitor's employee, which or who, in the sole opinion of the FCHS, display and/or conduct is not in the best interest of the Show. Furthermore, FCHS may, at any time, without assigned cause and without notice, cancel this Agreement and remove the Exhibitor, his agents and property from the building, in the event the Exhibitor fails to do so promptly upon direction from FCHS. In the event of cancellation, the Exhibitor waives any claim for damages or injuries or for recovery of any rental monies.

### **Construction and Location of Exhibit**

The exhibit will be built within the area designated by FCHS. FCHS reserves the right to rearrange the floor plan, to make adjustments of space allotments and relocate any exhibit as it deems necessary for the best interest of the Fayette County Home Show. Booth size will be limited.

Exhibitor agrees to arrange a display so as not to obstruct, view or mar general harmony of the exposition. All back walls and perimeter walls must be constructed or draped to a height of eight (8) feet. Maximum height, including signage is ten (10) feet.

Exhibitor agrees to confine all activity concerning its display within the limits of its exhibition space; working the aisles is strictly prohibited. The Exhibitor will be required to replace, repair or otherwise assume the expense for any defacement or injury of premises caused by its exhibit or its representative. The driving of nails, screws, or use of any method of attaching materials to walls, floors or railings is prohibited. Heavy materials or equipment shall not be dragged, skidded or rolled over the floors, but will be carried or moved on wheels of such size and type as will not cause scratches or mars not removable by ordinary routine methods of cleaning. Materials and equipment that might cause a stain, mark or discoloration of the floors or

walls shall be protected against such damage by water-tight pans, shields, baffles or suitable devices.

### **Credentials**

FCHS will provide Exhibitor with an appropriate number of badges to the Center and the Show for use by its employees in gaining access to the Center; however, no such badges shall be used by any person who is not an employee of the Exhibitor to whom it is issued.

### **Signage**

Exhibitor agrees to cover double printed signs, banners any other type of signage / promotional materials that are against the back of their booth or above another exhibitor booth(s). All signs, banners, posters, etc. cannot be more than 12' high. Any and all banners, signs etc. that need to be hung and said fees for this service are the responsibility of the exhibitor.

### **Music at the Show**

Music played must be non-licensed – needle drop music. Due to the licensing restrictions of ASCAP/BMI, recorded, commercially prepared music cannot be played in your exhibit space for the entertainment of show visitors. This includes music from a radio or personal music player. Further, should fines be levied by these licensing organizations, they are the responsibility of the individual exhibitor who violates the licensing terms and not the responsibility of the Fayette County Home Show.

### **Operation of Exhibit**

Open flames are not permitted within the building except by the consent of the FCHS. Helium-filled balloons are not permitted within the building. Liquor or intoxicating beverages are not permitted in the exhibit halls at any time. Activities accepted within the definition of gambling or small games of chance are not permitted in the building or on the grounds. Highly flammable or explosive materials are not permitted either for decoration, display or use within the building. The use of paper or fabric display materials is not permitted unless considered flame-proof by the FCHS or fire officials. All TV, stereo, musical instruments and other machines producing sound or vibration must be kept to a volume or level not to disturb neighboring exhibitors and show attendees.

Exhibitors shall not allow any article to be brought into or any act done on the premises which will increase the premium on the policies of insurance held by the owners of the building or show management. Exhibitors may not allow any article to be brought into or any act to be done upon the premises that will deface any part of the building or permit anything to be done by its employees or its agents by which the premises may be in any manner injured, marred or defaced. Violations of the Regulations will give the FCHS the right to terminate the Exhibitor's Agreement, and the Exhibitor will forfeit to the FCHS all monies which may have been paid for rental and must reimburse the FCHS for the cost of repairing such damage to the building.

### **Installation and Removal of Exhibits and Show Cars**

The Show Manager will furnish detailed, written information to each Participant covering the time of installation and removal of all exhibits including show cars. No exhibits, or any part thereof, shall be moved from or brought into the building after the opening of the Show without permission of the Show Manager. Township Fire Marshall rules permit a maximum of 1/4 tank full of gasoline per vehicle and require that gas tanks be locked or taped shut and battery leads disconnected. Bureau inspectors will check periodically to ensure compliance.

### **Assignment**

No Exhibitor shall assign, sublet or apportion the whole or any part of its allotted space, nor display any goods other than those manufactured or sold by them in the regular course of business without the express written approval of the FCHS.

### **Identification of Displays/Listing of Products**

Exhibitor agrees to provide a complete list of products and serial numbers it will display, if requested, as a part of this contract agreement. All exhibits must conform strictly to the terms covered in this contract. The FCHS reserves the right to reject or prohibit any exhibit, part of an exhibit or proposed exhibit, including persons, things, conduct, printed matter, catalogs or souvenirs which, in its opinion, are not suitable to and in keeping with the character of the Fayette County Home Show. FCHS reserves the right to close down merchants who are selling or distributing offensive or illegal merchandise, or who do not hold appropriate licenses or permits.

### **Taxes**

**PA Sales Tax:** Vendors should register for a PA Sales Tax License if selling taxable items. Register online at [www.pa100.state.pa.us](http://www.pa100.state.pa.us) or complete a paper PA-100. For more information, go to [www.revenue.state.pa.us](http://www.revenue.state.pa.us).

**Pennsylvania Tax Obligations for Out-of-State Vendors:** Download the PA Tax Obligations for Out-Of-State Vendors brochure for more information at [www.portal.state.pa.us/portal/server.pt/document/818070/rev-778.pdf](http://www.portal.state.pa.us/portal/server.pt/document/818070/rev-778.pdf)

### **Risk of Loss**

In their own best interest, exhibitors should keep an attendant in their booths during all open hours. The FCHS shall not be responsible for loss or damage of any Exhibitor's merchandise, display material or personal property. Exhibitors are cautioned to use care in safeguarding exhibit materials and property during the installation period, during the Show and when the Show is being dismantled. All goods, products and merchandise of any kind placed in the Show are understood to be at the owner's risk, and by submission of the Application, Exhibitor releases and holds FCHS harmless of and from any liability for damage, injury or loss to any such goods, products and merchandise from any cause whatsoever.

### **Move-In Times**

Move-in times are as follows: Friday May 3, 2019 from Noon until 7 p.m. Saturday May 4, 2019 from 8 am until 2 p.m. Specific times will be designated for specialty displays. Move-in schedules are dependent on weather conditions. All work must be completed no later than 2 p.m. on Saturday, May 4, 2019 as outlined in this agreement. No exhibits may be removed before 5 p.m. on Sunday, May 5, 2019. All materials must be removed and the booth space restored by Noon, Monday, May 6, 2019. Exhibitor agrees to observe designated hours of the Show as shown on the brochure, which is incorporated herein by reference

### **Cancellation**

It is understood and agreed that in case the FCHS shall fail to open the Fayette County Home Show as herein provided, or to furnish the space to the Exhibitor herein described, or comparable space as herein described, it will refund to the Exhibitor all sums paid hereunder, which sum shall be in full liquidation of all loss or damage suffered by the Exhibitor. If, however, the FCHS is unable to open the Fayette County Home Show as herein provided, or is compelled to postpone or relocate said Show on account of strikes, fires, casualties, acts of God or other causes beyond the FCHS's control, then it shall not be in any manner financially liable to Exhibitor.

### **Attendance Forecast and Disclaimer**

Experience has shown that as a result of the marketing efforts we plan to employ, attendance in the range of 3,000 - 5,000 people is a reasonable expectation; however, County Home Shows, LLC does not in any way guarantee any minimum amount of attendance.

### **Insurance**

Vendors must keep their assigned areas safe and free from all danger and must immediately notify management of any dangerous condition in any area of which they become aware. Vendor agrees to defend, indemnify and hold management harmless for any accident or injury to persons or property resulting from Vendor's use of the assigned space or from any conduct of the Vendor while on the show premises or while conducting business

related to the show. Vendor must carry general liability insurance naming management as additional insured and must provide proof of same, no later than five business days before commencement of the show. Any vendor who has not procured said insurance must notify management no later than five business days before commencement of the show. Failure by the Exhibitor to comply with the provision of this section shall result in the termination of this Agreement upon written notification to the Exhibitor by the FCHS and, should such termination occur, the Exhibitor shall not be entitled to a refund of any part of the rental fee.

**Deadline: April 19, 2019**

Policy should read: County Home Shows, LLC  
3027 Brookstone Drive  
Canonsburg, PA 15317

**Liability and Indemnity**

The FCHS will not in any way be liable for both personal and/or property injury that may occur to an Exhibitor, its employees or its agents, nor for the safety of any exhibit against accident or any other destructive causes. The Exhibitor shall indemnify and hold harmless the FCHS from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable attorney's fees, obligations or charges of any kind whatsoever made against or suffered by the FCHS in any way connected with or relating to the Exhibitor's participation in the Fayette County Home Show.

Exhibitor agrees that whenever an attorney is retained by show management, to represent the interest of show management in any civil or criminal proceeding, arbitration or mediation hearing, arising out of the terms of this Agreement or any disputes regarding payments due, contract view differences, participation difficulties, suits arising from exhibitors display from the negligent or intentional act of the exhibitor, or any other legal action, including arbitration and mediation hearings, hereunder, all attorney and court fees (both management and exhibitor's) shall be payable by the exhibitor.

**Nonpayment**

IF THE EXHIBITOR FAILS TO TIMELY MAKE ALL PAYMENTS FOR SPACE OR ANY PAYMENT FOR SERVICES ORDERED, THE EXHIBITOR WILL NOT BE PERMITTED THE USE OF ANY BOOTH SPACE. Also, no exhibitor will be relieved of financial obligation if contracted space is not occupied. Furthermore, if the Exhibitor fails to comply with the Show Regulations, it may result in the FCHS immediately canceling exhibit space requiring Exhibitor to immediately remove its property. In failing to do such, the FCHS is given the right to remove such with all charges, moving costs, storage fees, reasonable attorney's fees and collection and court costs to be borne by the Exhibitor. A violation of these Regulations by Exhibitor shall not be construed as creating a duty by FCHS to mitigate or affect the obligation of the Exhibitor to receive any refund.

**Discriminatory Conduct**

Exhibitors shall not engage in any conduct or display any items, which have a tendency to belittle or discriminate against individuals because of their race, creed, color, national origin, sex, age or disability. FCHS management at its sole discretion may require any such conduct to cease immediately and the removal of any such items. The FCHS disclaims any responsibility for violations of this policy.

**Violation of Show Regulations**

Any Exhibitor violating the Show Regulations shall, upon oral notification by the FCHS, forthwith comply with such Show Regulations or, if so directed by the FCHS, immediately remove the exhibit from the Show. Upon failing to do so, Exhibitor hereby grants FCHS the right to do so and hold Exhibitor's property until all unpaid charges are fully satisfied, together with accrued storage charges, moving costs, reasonable attorney's fees, collection costs and court costs, if any.

**Distribution of Literature and Souvenirs**

No Exhibitor shall distribute any printed advertising souvenirs, etc., other than from their own exhibit space. Any souvenir or advertising that is of an objectionable or undignified nature, in the sole opinion of FCHS, shall not be permitted and may be cause for termination of the exhibit space. Souvenirs should not be of a noise-making variety.

**Additional Regulations**

FCHS reserves the right to adopt and promulgate such further reasonable rules and regulations as shall be reasonably necessary for the convenience and safety of all Exhibitors and promote the purpose of the Show. All Exhibitors agree to conform and abide by such supplemental regulations promptly upon receipt of.

<b>FOR FCHS USE ONLY:</b>	
Booth #:	_____
Booth Size:	_____
Total Booth Rental:	\$ _____
GRAND TOTAL:	\$ _____
Deposit Received:	\$ _____
Date:	_____
Accepted by:	_____
Comments:	_____