



Exhibitor Booth and Responsibility Contract

BOOTH(S) NUMBER _____

2017 (July (J), October (O) and November (N))

This Contract is between WRHOFFMAN and ASSOCIATES LLC, DBA The Southern Ohio Psychic and Holistic Fair ("Fair") or (S.O.P.F.) and the Exhibitor known as

(Name)

(Business Name)

(Address, City, Zip Code)

BOOTH(S) FEES: \$_____ . SEE BOOTH REQUIREMENT FORM FOR TABLES AND CHAIR(S) COST. TABLES: \$8.00 EA CHAIR(S) \$3.00 EA (Dayton Mall Only)

BOOTH ORDER & LIMITATIONS: Your agreed upon Booth unit size is approx. 10 _FT_ x 10 _FT_, Booth Number(s) _____ unless otherwise specified on order. Exhibit fees for booth space and/or utilities are NON-REFUNDABLE* and are DUE IN ADVANCE of the show, (for this Event 07-01-2017) except when special terms have been arranged and are noted on invoice from the Fair. Please note the cancellation policy further referenced below. Booth placement may be indicated by preference, but Fair Producer reserves the right to make or change placement assignments for all exhibits. No exhibit shall feature obscene or criminal display, and all displays are subject to the FAIR Producer's approval, including noise, persons, things, conduct, printed matter, or anything of a character nature that might be objectionable to the exposition as a whole. This includes "Black Arts", etc. No food, beverages or intoxicants may be served without special permission of the Fair Producer and such permission must be secured in advance. These restrictions may be the Fair location's and not The Southern Ohio Psychic and Holistic Fair. Please limit booth side displays to heights that are not precarious or uncomfortable to others and do not obstruct view to neighboring exhibits. No height limit on display is imposed unless heights are so extreme as to be unreasonable or unsafe. Fair Staff will advise and if found not in compliance, you must remove immediately. All displays will comply with Local Fire Marshal's regulations, and aisles or other common areas may not be used for display or furniture, product demonstrations, distribution of literature or samples, or other obstruction. All exhibits must remain within the confines of their own spaces and no Exhibitor will be permitted to sublet or to transfer use of space to any other party without written permission from The Southern Ohio Psychic and Holistic Fair Producer. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from within the Exhibitor's booth space. Exhibitors who have not submitted an executed Exhibitor Contract or have not paid for space will not be permitted to move in or set up until contract and payment are received.

SIGNAGE: You will provide all signage for your booth. The Southern Ohio Psychic and Holistic Fair will provide Booth Numbers for your booth for customer identification.

FAIR NAME: This Fair Name will be *The Southern Ohio Psychic and Holistic Fair.*

SETUP: Space availability for set-up will "TBA" but by telephone or email and within 72 hours of Fair start time.

EMAILS and COMMUNICATIONS: The Fair will be emailing important information to you normally through a Mass mailing Server namely MAIL CHIMP. It is your responsibility to insure your mail Service SPAM SETTINGS are set to receive such emailing. Your PROVIDER may set this too high resulting in blockage.

OCCUPYING BOOTHS: Exhibitors are expected to occupy their Booth by the starting time of 10:00 AM, Saturday morning and agree to have at least one (1) person in the booth at all times. If you need assistance you will have a Southern Ohio Psychic Fair phone number for someone to assist you. Agents for The Southern Ohio Psychic and Holistic Fair will NOT handle any monetary transactions and are there to secure your products and inform potential customers of your return.

You are responsible for any product loss. The Fair will post Security when deemed appropriate. We request attendance, as you have product which may be compromised and booths not attended lose and hurt your sales, contacts and the Fair's reputation. The Dayton Mall for this Event will have 24/7 Security inside and outside.

FAIR SCHEDULE: A schedule of daily hours when the show is open to the public will be provided and Exhibitors are expected to staff their booth displays during those hours. Those dates and the hours are set BELOW and are subject to change:

<i>SETUP TIMES</i>	<i>2017</i>	<i>FRIDAY NIGHT (TBD) /SATURDAY MORNING 6:00 am to 10:00 am.</i>
<i>SATURDAY</i>	<i>2017</i>	<i>10:00 AM to 9:00 PM</i>
<i>SUNDAY</i>	<i>2017</i>	<i>12:00 PM to 6:00 PM</i>

BOOTH(S) RENTAL: Booth charge is subject to rate in place at time of booth order. If offered, a timed pre-payment may reduce the booth charge. The agreed upon booth rental is for two days and is indicated above.

Cost of booth space includes the space, carpet (NA), overhead lighting, (any additional lighting and extension electrical cords will be the responsibility of the Exhibitor), A/C and heating, a tabletop style booth ID sign, and janitorial services in common areas. Each booth will have an 8' back drape, where appropriate and two approximate 36 inch side-wing drapes where appropriate, and will be carpeted (NA). Booth furniture such as tables and chairs are available from the Official

Show Decorator/The Southern Ohio Psychic and Holistic Fair, reasonable rates apply (Included at no cost), and rental expense is the responsibility of the Exhibitor.

The Fair will contact each Exhibitor to determine any further furniture needs. All supplies, *TABLES ARE FOR THIS EVENT \$8.00 EACH; CHAIRS ARE \$3.00 EACH.*

The cleaning of booths, telephones, or any other services as required by the individual Exhibitor, are at the expense of the Exhibitor. Each exhibiting company or organization will be provided with two to four (2-4) Exhibitor Passes for staffing use at the show. Passes may not be transferred among the exhibiting company's or organization's personnel.

Parking is FREE. (Exhibitors will have their own area, allowing for customer parking). Normally the Exhibitor's parking Area will be to the rear of the Parking Lot. Insure your vehicles are parked properly and in well lighted areas. The Southern Ohio Psychic and Holistic Fair is not responsible for loss in parking areas.

Wi-Fi: Wi-Fi, if available will be provided FREE for this show.

ELECTRICITY: Booths may have their Electricity is included in the quoted and paid Booth Fee. Exhibitors are responsible for providing their own electrical extension cords to connect to provided outlets. This is considered 20 feet maximum. Extensions must have grounding capability for everyone's safety and be of enough capability to handle your requirements.

EXCLUSIVITY: In the circumstance of different Exhibitors using booth space for a single company name, the first agent, dealer or representative to pay for space will be named Exclusive Agent for that company name. Subsequent inquiries by potential Exhibitors under that name will be referred to the Fair Management for whom the booth is already reserved. With the Fair's Producer's permission, the Exclusive Agent may sublet space to share with colleague agent/s, but not with an agent for any other company. Should it occur that an event Sponsor has secured exclusivity in an exhibit category, exhibit booth space will not be offered to others featuring the exclusive Sponsor's product line. Duplication of product lines exhibited in booths by different companies is insufficient cause to grant exclusivity.

PRODUCT EXCLUSIVITY: The Southern Ohio Psychic and Holistic Fair will decide if there will be EXCLUSIVITY for PRODUCTS, such as but not limited to OILS. Rights will be in writing and will be made known to each Exhibitor. If an Exhibitor knowingly violates this provision they may be asked to leave the Fair grounds and forfeit their Booth(s) and fees paid.

PAYMENTS: CASH or CHECK or PAYPAL are acceptable payment means. If a Check or Money Order please make payable to The Southern Ohio Psychic and Holistic Fair or S.O.P.F.. Booth Fees must be paid in full 60 days prior to the first Fair date. If a Check is returned for NSF reasons, there will be a nominal fee charged of \$35.00 and Exhibitor agrees to pay such fees. Please include Exhibit Name, Booth number with your remittance. Your prompt payment is appreciated. Special discounts may expire if payment is not received during specified promotion period. Payment by credit and debit card will be processed through PAYPAL. Booth spaces are sold on a first come first serve basis. To confirm booth space reservation, services or equipment, a non-refundable payment must be paid with this Contract. A receipt will be issued either in writing or by electronic mail within 24 hours upon receipt of payment. Paperwork must be completed and returned to insure Booth Registration is completed. No paperwork, no confirmation.

CANCELLATIONS: If cancellation is made by The Southern Ohio Psychic and Holistic Fair because of circumstances outside its control, i.e., weather catastrophe, acts of God, acts of war, or other unforeseen occurrences, every effort will be made to forward exhibit fees into a rescheduled, future FAIR event within 150 days. If **Exhibitor*** initiates cancellation, exhibit fees are fully forfeited if within 90 days of the first Fair date. You have the right however to assign your rights to another Fair approved Exhibitor and collect such replacement and reimbursement fees. The transaction is not considered finalized until the new Exhibitor is Fair approved and the replacement Exhibitor signs and executes a Contract with The Southern Ohio Psychic and Holistic Fair dissolving your rights as an Exhibitor and affects the new Exhibitor. The new Exhibitor will have the responsibility to reimburse you directly. You will Hold Harmless The Southern Ohio Psychic and Holistic Fair from any payment responsibility.

EQUIPMENT RESPONSIBILITY: From move-in through move-out, the Exhibitor is responsible for the ordinary care of booth equipment, including pipe & drape, skirted tables, chairs, carpets, or other items rented, including tableware, special linens or other optional equipment. Please ensure equipment is secure and protected when not in use, particularly against weather damage or theft. Be sure that un-used equipment that may have been in storage is on-hand at pick up. **NO PINS OR STAPLES MAY BE USED ON DRAPE.** You must use appropriate hooks, connectors. Charges for missing and/or damaged pipe & drape and/or carpeting will be assessed should loss or damage occur in an Exhibitor's booth. The exhibiting company or organization agrees to be responsible for such charges should they occur. You should carry Insurance for such, including Liability Insurance.

PHOTOS: General event photos, any taken by The Southern Ohio Psychic and Holistic Fair or its agents and may be used for publication or on websites.

Promotional Photos of your goods and service ***will not be taken without your approval.*** We will furnish copies of photos should you desire copies.

COMPUTER EQUIPMENT, VIDEO EQUIPMENT CONNECTORS: Exhibitors are responsible to provide their own computer, Software and/or video and any other equipment for presentations in their Booth or Seminar areas. The Venue provider will normally provide Televisions and DVD equipment and how the equipment works.

PROMOTION: The Southern Ohio Psychic Fair makes every effort to extensively advertise for & promote attendance to the event, using a

variety of media. Attendance estimates are a complex determination of marketing results to draw an expected audience and as such, are not a guarantee of visitor turnout. Neither The Southern Ohio Psychic and Holistic Fair nor its agents or representatives is responsible for the amount of sales or traffic any exhibiting company or organization experiences during this consumer show.

SERVICES: In the interest of making available the best-qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the exposition, The Southern Ohio Psychic and Holistic Fair has contracted, on an exclusive basis, contractors to provide such services. Service companies other than the designated contractors will not be allowed to work in the exhibit areas.

GENERAL: This Agreement is subject to and subordinate to the terms and conditions of the Lease Agreement between The Southern Ohio Psychic and Holistic Fair and subcontracted agents. This Booth Rental Agreement may not be modified, altered, amended, or terminated except by the written agreement of all of the parties. If a court of competent jurisdiction determines that any provision contained in this Agreement is void, illegal or unenforceable, the other provisions shall remain in full force and effect and the provision held to be void, illegal or unenforceable. This Agreement is made and is performable in Montgomery County, Ohio and shall be governed by the laws of the State of Ohio. This Agreement sets forth the entire understanding of the parties with respect to the exhibit of products and services at The Southern Ohio Psychic Show and supersedes all prior and contemporaneous representations, understandings and agreements, oral or written, between the parties affecting the exhibit of products and services at the October 2016 Event.

TAXES: You are responsible for all Sales and other taxes for the generation of sales or purchases of any items and services at The Southern Ohio Psychic and Holistic Fair. If you have an Ohio Vendor's License you should have a copy of such Vendor's License at the Show. Montgomery Country or the State of Ohio has the right to request such information. If you are contacted and deemed to be in violation of Ohio Vendor Tax laws, you may be asked to vacate the premises. There is no Booth(s) reimbursement by the Fair for such action.

INSURANCE: Each Exhibitor should have their own liability and other insurance for liability and their products and others protections. The Fair maintains insurance for Fair related business only.

LOGOS, MATERIALS and FAIR INFORMATION: Exhibitors will have the right to utilize for Fair promotion, any photos, images and Logos belonging to the Fair. Logos, materials and photos belonging to a third party will require Exhibitor to request and receive permission.

I/WE, the Exhibitor, understand and accept the terms of this Agreement for Booth s space for participation in the Southern Ohio Psychic and Holistic Fair Exhibit area.

Signature Date of Signature Please print: First & Last Name, Exhibiting Company or Organization:

(Individual(s) (Business Name)

EMAIL ADDRESS: _____ PHONE/CELL PHONE: _____

Accepted this date: _____, 2017 Signed: *W.R.Hoffman*; Representing WRHOFFMAN and ASSOCIATES LLC DBA The Southern Ohio Psychic and Holistic Fair



Please insure your Exhibitor Application Form; Equipment Requirement Form and any other requested Forms are completed and attached to this Contract. Thank you.

If payment is by Check, please attach to this Contract.