



**5th Annual Genesee County
Chamber of Commerce
"HOME SHOW 2018"**

**FALLETI ICE RINK
22 EVANS STREET
BATAVIA, NY 14020**

April 6-8, 2018

APPLICATION: Booth Prices – 10x10 booth size

GC Chamber Members \$375x _____ # of booths = _____

Non GC Chamber Members \$475x _____ # of booths = _____

Non Members who Join the Chamber* \$375 x _____ # of booths = _____

**Base Membership dues is \$210/year*

Electric Drops @ \$25 per drop \$25 x _____ # of drops = _____

(15 amps – Circuit Maximum- Need to use 12 ga extension cords)

Total Cost \$ _____

Please list the booth(s) numbers you are interested in. _____

**see layout that is in enclosed*

Payment must be included to reserve booth location(s) – check or money order.

Exhibitor Name: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

E-mail Address: _____

Website Address: _____



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EXHIBITOR'S AGREEMENT

1. The Genesee County Chamber of Commerce., herein referred to as Manager, allots to Company, herein referred to as Exhibitor, a display space(s), also known as "booths" (10'x10'), per EXHIBIT A, at the 2018 Genesee County Chamber of Commerce Home Show to be held at Falleti Ice Arena, Evans Street, Batavia, New York, on April 6-8, 2018.
2. The undersigned Exhibitor agrees to pay the booth rental fee as marked in Exhibit A. **There will be a \$40 service charge for returned checks.**
3. The Exhibitor agrees to all articles in this agreement and in the Rules and Regulations found in Exhibit B, which is part of this agreement.
4. Exhibitor hereby relinquishes and holds harmless the Manager and the Falleti Ice Arena from all liabilities, expressed or implied, for both the safety of the Exhibitor's property from any and all forms of physical damage and from bodily injury sustained by any person, including spectators, which arise out of the operation of the Exhibitor's display, including set-up and dismantling.
5. The Exhibitor agrees to accept the location chosen by the Manager, including relocation to an alternate location, should such relocation be necessary for the best interests of the 2018 Genesee County Chamber of Commerce Home Show as determined by the manager.
6. Manager will not be liable for the fulfillment of this agreement as to the delivery of the display space, should such case arise from any cause beyond the reasonable control of the Manager.
7. Exhibits and contents thereof, must meet with the approval of both the Manager and Fire/Safety Inspectors as to the nature, character and operation with regard to the public, other Exhibitors and the general good of the Show. The Manager shall have the right to order any exhibit to be removed from the premises that does not comply with this agreement.
8. To ensure the maximum protection for Exhibitors property, good judgment is needed by the Exhibitors. Inventory or expensive and non-secured equipment left in the booth during non-Home Show hours are not the responsibly of the Manager and/or Falleti Ice Arena.
9. Booth rental includes the prescribed floor space, side and rear curtains, overhead lighting and aisle cleaning service. Exhibitor **cannot solicit** (products, goods, services, etc.) outside their prescribed booth rental floor space.
10. The Exhibitor acknowledges that upon acceptance of this contract by the Manager, this agreement becomes a binding contract. Consequently, the rental fee, as set forth in item #2 above, becomes fully earned and payable whether or not the Exhibitor occupies the prescribed space.
11. The undersigned Exhibitor warrants that he/she is either the Exhibitor, or the agent, servant, officer or employee of the Exhibitor and is authorized to enter into this agreement.
12. All food vendors MUST obtain a valid vending permit from the Genesee County Health Department. Restaurants or catering facilities currently holding such a permit are also required to obtain a vending operations permit. The Chamber will provide the Genesee County Health Department a list of those businesses accepted as food vendors for the 2018 Home Show. Vendors who do not apply for a health permit by March 14, 2018 will not be allowed to participate in the 2018 Home Show.
13. The Exhibitor agrees to obtain liability insurance as per Exhibit C that lists the **Genesee County Chamber of Commerce, The City of Batavia and Firland Management.**

Company Name: _____

Address: _____

Phone & Fax #'s _____

E-mail Address: _____

Website Address: _____

Exhibitor SIGNATURE: _____ Date: _____

Print Name: _____ # Booths Needed: _____

April 6-8, 2018

RULES AND REGULATIONS

- a) Unobstructed view-displays including advertising material and equipment of any kind shall be arranged so as not to obstruct view from the aisle into adjacent booths in the interest of fairness and general safety for all Exhibitors and spectators.
- b) Display height must not exceed three feet six inches (3'6") in the front four (4) feet of the display space. No raw or unfinished construction or surfaces are to be visible from adjacent booths or from the aisle. No back facing advertisements are allowed except where indicated by the Manager.
- c) The Manager will furnish standard back (8') and side divider (3') curtains, but it is recommended that custom-built booth displays be used since they are more effective. The Exhibitor must protect the floor and walls from damage of any kind and is liable for the same.
- d) **FLAMMABLE MATERIALS:** No flammable materials including but not limited to: liquid fuels, straw or dry leaves will be permitted. All decorative materials and displays are subject to final approval by the Manager and Fire Safety Inspectors. Fuel storage tanks of any vehicle, motor or device must be completely drained before being brought into the facility. No open flames or combustion units will be permitted. **NO SMOKING.**
- e) **Animals:** No animals shall be allowed on the premises without written approval of the Manager.
- f) Pre-built exhibits: Exhibits should be constructed ahead of time outside the facility and be brought ready for installation.
- g) Booth operations: It is the responsibility of the Exhibitor to comply with State/Federal/Local Safety Regulations during the course of the Show. Sound equipment and demonstrations are permitted but only in low volume so as not to interfere with the other exhibitors. Noisy displays or equipment are subject to restrictions in location and time, at the sole discretion of the Manager. Theatrical stunts, et cetera, must be submitted to Management for approval. **Exhibitors are not permitted to sublet space in their booth(s).** Merchandise orders and cash transactions will be permitted inside booth(s) only. Any and all state sales taxes are the sole responsibility of the Exhibitor. Soliciting in the aisles or any other part of the facility other than the rented spaces (booths) is strictly prohibited. **All booths are to be manned during all show hours by at least one of the Exhibitor's representatives, no early closing please.** Booths are to be kept clean of unsightly material and debris. Moderate amounts of waste material may be placed in the aisle at the close of the Show each day for removal by Falleti Ice Arena.
- h) **SET UP TIMES:**
Thursday, April 5, 2018 ~ 8AM-6PM
Friday, April 6, 2018 ~ 8AM-3PM
- INSPECTION BY FIRE INSPECTOR:**
Friday, April 6, 2018 ~ 3PM
- REMOVAL AND CLEAN UP:**
Sunday April 8, 2018 ~ 3PM – 6PM
Monday, April 9, 2018 ~ 8AM – 6PM
- SHOW TIMES:**
Friday, April 6, 2018 ~ 5PM - 9PM
Saturday, April 7, 2018 ~ 10AM – 5PM
Sunday, April 8, 2018 ~ 10AM – 3PM
- i) **DISPLAYS MUST BE COMPLETED BY 3:00pm ON Friday, April 6, 2018** FOR INSPECTION BY THE MANAGEMENT, FIRE AND SAFETY INSPECTORS. Removal of display materials before the prescribed removal time is prohibited. The Management cannot be responsible for merchandise or property remaining after removal times. Exhibitors are responsible for supplying their own transportation and carting devices for unloading and loading vehicles at the facility.
- j) Any and all merchandise left after the removal times will become property of the Genesee County Chamber of Commerce.
- k) In such cases that the Exhibitor may seek a variance in the above articles, due consideration by the Management will be given to remedy any particular issue. Such variances, if granted, must be in writing with all verbal authorization and agreements being void. Only the Manager may grant variances and special considerations.

Your cooperation is greatly appreciated. These rules and regulations are for everyone's protection and serve to allow the Show to be a great success. We look forward to working with you and helping your business prosper.



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INSURANCE

**Insurance Requirements for Exhibitor (licensee) by
Genesee County Chamber of Commerce (licensor)**

- A. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee which shall insure all operations of Licensee contemplated by this Agreement and the contractual assumption of liability reflected by this Agreement. Such insurance shall be written with a limit of at least One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage liability, personal injury liability and coverage for all acts and/or omissions of any employees, contractors or sub-contractors retained by Licensee. Licensee shall cause such insurance to be endorsed to be primary to and not contributory with any insurance coverage of Licensor, or Firland Management LLC which may be applicable to the claim. Licensee shall also cause the required policy of insurance to be endorsed to include Licensor, **Firland Management LLC**, and the **City of Batavia** (collectively, the "Indemnities") and the **Genesee County Chamber of Commerce**, as additional insured with respect to the operations and obligations contemplated by this Agreement.
- B. Licensee shall also maintain, at its own cost and expense, Workman's Compensation Insurance in respect of its employees whose services are contemplated by this Agreement.
- C. Certificates evidencing insurance required pursuant to this Section 10 shall be provided to Licensor not less than ten (10) days prior to commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement). The policies shall also provide, and the certificate shall so note, that the coverage's may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to Licensor.
- D. LICENSOR SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO LICENSEE IF LICENSEE DOES NOT DELIVER TO LICENSOR THE CERTIFICATE OR CERTIFICATES OF INSURANCE REQUIRED HEREUNDER. IN THE EVENT OF SUCH TERMINATION BY LICENSOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY LICENSOR TO LICENSEE, AND LICENSOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES AND/OR LOSS OF PROFITS SUSTAINED BY LICENSOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.
- E. None of Licensor or its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Licensee or its employees or agents in connection with its use of the Arena hereunder. Licensee acknowledges and agrees that all of its property or property of others in the Arena shall be used and/or stored in the Arena at the sole risk of Licensee, and Licensee hereby waives and releases Licensor and the Indemnities from any and all claims or costs related thereto to the fullest extent permitted by law.

INDEMNITY

Licensee hereby agrees to indemnify, defend, save and hold harmless Licensor and the Indemnities from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses and costs of investigation (whether or not litigation occurs) incurred in connection therewith, occasioned with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted or the provision by Licensor of materials, equipment or services in connection therewith or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Arena by Licensee, during the Term or any other time while the Arena (or any part thereof) is used by or are under the control of Licensee. This indemnity provision shall apply to any claims made by employees of Licensee against Licensor, and this Agreement is deemed a written agreement for indemnity under the State of New York's Worker's Compensation laws. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.