

# EXHIBIT SPACE CONTRACT



**Ballantine Management Group**

5858 Lakehurst Drive, Orlando, FL 32819

csilversmith@bmg1.com

**EXHIBITOR:**

**EVENT:** Countdown to Christmas Expo

**FACILITY:** FREDERICKSBURG EXPO CENTER

**DATES:** July 16 - 17th, 2022

## EXHIBITOR INFORMATION

**Company Name** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Contact Name** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**Email** \_\_\_\_\_

**Web Address:** \_\_\_\_\_

**Facebook:** \_\_\_\_\_

## ADDITIONAL INFORMATION

<b>Handcraft Vendors</b>	<b>By Dec 31st</b>	<b>After Dec 31st</b>
10' x 10'	\$350	\$450
10' x 20'	\$550	\$650
10' x 30'	\$750	\$850
<b>Booth Size</b>		
10' x 10'	\$475	\$550
10' x 20'	\$775	\$850
10' x 30'	\$1075	\$1150
<b>*Commercial Vendors:</b>	<b>\$750</b>	<b>\$1000</b>
<i>*limited availability</i>		

### Order Instructions

Please complete & sign both pages and initial the Rules and Regulations page and submit payment to the address above. This contract serves as your INVOICE.

Payment is due from this document. Retain a copy for your records.

BMG of VA Tax ID #: 56-2281153

We will exhibit the following products and/or services (Only the products that are listed below may be exhibited)

\_\_\_\_\_

Booth Size: \_\_\_\_\_

Booth Space Total: \$ \_\_\_\_\_

The "Payment Information Form" Must be completed and returned with this order form.

\*If the event is canceled by city, state, or federal orders relating to a Pandemic (COVID-19), or due to event restrictions that would otherwise prohibit the event from occurring due to Pandemic restrictions, the exhibitor shall be given the option to transfer exhibit space deposits to a future event or receive a full refund. Refunds will be processed within 45 days and requests for refunds must be received in writing within 3 business days of notice of cancellation. In the event written notice is not received the deposits will automatically be transferred to an upcoming event. \*

This document constitutes your application, contract and invoice for the payment and use of exhibit space at the 2022 Countdown to Christmas Expo to be held at the Fredericksburg Expo & Conference Center, July 16-17th, 2022. Ballantine Management Group (BMG) reserves the right to refuse an application/contract and space to any show. Space will be assigned at the discretion of BMG; BMG guarantees no one that they will be placed in their preferred location requested. BMG reserves the right to change the floor plan (including, but not limited to aisle space) dates and hours without notice, to provide a more attractive and successful show. BMG reserves the right to remove/expel the above applicant without refund with cause. BMG has the absolute discretion to exercise these rights at any time. No space assignment will be made unless this application is accompanied by full payment, unless Show Management has agreed upon other payment arrangements in writing. All monies received are non-refundable and non-transferrable. A \$50.00 returned check service charge will be assessed for each dishonored check the bank returns to BMG. You agree to receive email correspondence from BMG and the Fredericksburg Expo & Conference Center for this and future events.

***I/We hereby apply for exhibit space in the show. If accepted, I/We hereby agree to abide by show terms, terms & conditions and attached regulations.***

**Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date:** \_\_\_\_\_

# PAYMENT INFORMATION



Ballantine Management Group

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**EVENT:** **Countdown to Christmas Expo**

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## PAYMENT INFORMATION

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Contact Name \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Email \_\_\_\_\_

**In addition to checks, Ballantine Management Group also accepts American Express, Master Card, Visa and Discover**

50% of the fee is due at signing of contract. Balance will be charged 30 days prior—please initial below (we will notify you in advance prior to charging the balance)

BOOTH Space Total Amount: \$ \_\_\_\_\_

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## METHOD OF PAYMENT

### PAYMENT

Payable to: **Ballantine Management Group**

Total To Be Charged: \_\_\_\_\_

CHARGE TO: VISA/MASTERCARD/AMEX/DISC Please initial your payment preference: \_\_\_\_\_ Pay in Full \_\_\_\_\_ Pay 50% Deposit

**CREDIT CARD ACCOUNT NUMBER:**

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**EXPIRATION**

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**SECURITY**

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I also authorize Ballantine Management Group to process card for booth payment at this time and balance 30 days prior Initial: \_\_\_\_\_

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*I/We hereby apply for exhibit space in the show. If accepted, I/We hereby agree to abide by show terms, terms & conditions and attached regulations.*

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_

# RULES & REGULATIONS

## 1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show—if you need a copy of the exhibitor services manual one can be provided to you (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Ballantine Management Group of Virginia, LLC. ("BMG"), including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force (i) between BMG and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies BMG that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of BMG is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of BMG. The Exhibitor agrees to indemnify and save harmless BMG and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.
- h) The Exhibitor is responsible for all territorial rules and regulations set forth by their specific product, service, and/or manufacturer and will not hold BMG liable for any dispute.

## 2. BMG RIGHTS

- a) BMG reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which BMG considers objectionable, inappropriate, disruptive or offensive to BMG, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show or (v) change the date, location and duration of the Show; without any liability to BMG.
- b) BMG shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

## 3. ASSIGNMENT AND SUBLETTING

- a) The space contracted for is to be used solely by the exhibitor whose name appears on the contract. Exhibitors are granted the first right of refusal for future shows and can only secure their space with a signed contract and payment to BMG. Space assignment is at the sole discretion of BMG. BMG will take into consideration the requests of individuals but does not guarantee or promise a specific space. The Exhibitor shall not assign any rights or sublets space under this license agreement without the prior written permission of BMG, which permission may be withheld in BMG's sole discretion.

## 4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless BMG and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, BMG, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

## 5. LIABILITY AND INSURANCE

- a) The Exhibitor should and may be required to obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to BMG for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name BMG as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of BMG, the Exhibitor shall provide BMG with a copy of such policy.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against BMG, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property. The management, while taking precaution against loss will not guarantee it.
- c) Neither BMG nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

## 6. SERVICES

Facility will provide exclusively the following services: Telecommunications, utility connections, Security, Cleaning, Food & Beverage, Fork lift Service, Drayage, etc.

## 7. BOOTH DISPLAY

- a) Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual. • Signs in linear booths may not exceed the 8 ft. height of the pipe & drape. • Signs must be one-sided, and not face into another exhibitor's booth. • No hand written signs are allowed – use professional signs only.
- b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain in tact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by BMG.
- c) The aisles, passageways and overhead spaces remain strictly under control of management and no signs decorations, banners, advertising matter or similar devices will be permitted without written special permission of management. However, this does not qualify or limit the free responsibility of the exhibitors to save BMG its officers or agents and/or the venue harmless and free from all damage or other liability, as set out in a prior section of this instrument, All exhibits must remain within the confines of the exhibitor's space and no exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury or disadvantageously affect the display of other exhibitors.

Restrictions: Management reserves the right to restrict exhibits that may have been falsely entered, or may be deemed unsuitable. This reservation applies to noise, persons, things, conduct, printed matter or anything that may be deemed objectionable to the show as a whole; It also applies to exhibits or advertising in all areas of the venue.

Booth Manning: Show Management expects space to be manned at all times during the show. No other persons will be permitted in the building after closing hours.

- d) Open flames, are not permitted
- e) Written permission must be obtained from BMG for sampling of any food and beverages no selling food and beverage under any circumstances.
- f) Exhibitor agrees and confirms that the products and/or services being represented at and during the event have been approved to be displayed, marketed and/or sold at the event by the manufacturer, parent company, and/or corporate entity. If there is a dispute among exhibitors and their represented products and/or services, BMG is not to be held liable and it is the responsibility of the exhibitor to resolve the issue.

## 8. VEHICLES

If a vehicle is part of your display, the Gas tank must be at ¼ tank or 5 gallons, whichever is less. Batteries must be disconnected. Vehicles cannot be turned on once the show is open and there is public in the building. Keys must be given to management for the duration of the show

## 9. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to BMG no later than sixty (60) days preceding the opening date of the Show. All deposits received by BMG up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies BMG less than sixty (60) days preceding the opening date of the Show that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out here in; or (iii) except as otherwise permitted here in, fails to appear at the Show; BMG reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from BMG.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to BMG shall be deemed earned by BMG and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this license agreement, BMG shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as BMG deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any off set or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling BMG to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to BMG to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.
- D) If the event is canceled by city, state, or federal orders relating to a Pandemic (COVID-19), or due to event restrictions that would otherwise prohibit the event from occurring due to Pandemic restrictions, the exhibitor shall be given the option to transfer exhibit space deposits to a future event or receive a full refund. Refunds will be processed within 45 days and requests for refunds must be received in writing within 3 business days of notice of cancellation. In the event written notice is not received the deposits will automatically be transferred to an upcoming event.

## 10. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) BMG is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of BMG, including but not limited to: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott; monies paid are non-refundable with no exchanges or transfers, BMG will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

## 11. MISCELLANEOUS

- a) Waiver by BMG of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision here of.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties here to.
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.

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

I have read and agree to the Rules & Regulations: (initial) \_\_\_\_\_