

TERMS AND CONDITIONS:

Vendors are subject to the following terms and conditions. "Society" refers to The Summit County Historical Society of Akron. "Exhibition" and "Show" refer to the "Mutton Hill Quilt Show." "Site" refers to the John S. Knight Center. "Premises" refers to the space used by the Vendor (the exhibit booth).

1. Eligibility and Cancellation

- a) Society has the sole discretion to determine the eligibility of any person to participate in the Show.
- b) A Vendor with payments due prior to the opening will not be permitted to participate.
- c) Deposits shall be retained by Society in the event the Vendor fails to fulfill or violates the Contract, or withdraws from the Show.
- d) In the event that Society changes the date of or cancels the Show, the Vendor will have no right to compensation for any losses or costs related to the change or cancellation, except a refund of monies paid to the Society.

2. Insurance & Indemnity

- a) Each Vendor agrees that Society is not liable for any personal injury, property damage or economic loss sustained by the Vendor, its officers, employees, agents or any member of the public if such injuries arise out of or are in any way connected with the Vendor's use or occupancy of the Premises or participation in the Exhibition
- b) Each Vendor shall carry Comprehensive General Liability insurance for a limit of not less than \$1,000,000 and name The Summit County Historical Society as additionally insured.

3. Use of Exhibit Space

- a) The Vendor will not assign, sublease or sublicense any part of the Premises or permit the occupation of the Premises by any person other than a representative of the Vendor, without the prior written consent of Society.
- c) No person, firm or organization not having contracted with Society for space in the Show will be permitted to display, demonstrate or sell products or services or distribute advertising materials during the Exhibition.
- d) Only products and services detailed in the Vendor Space Application are to be displayed, demonstrated, advertised or sold.
- e) Only contracted sponsors may exhibit or sell sewing, embroidery, quilting and serger machines.

4. Exhibits

- a) No alteration of the Premises may be made by the Vendor without the prior approval of Society.
- b) The Vendor may, subject to these terms, arrange the Premises in the manner deemed by it, best fitted for displaying, demonstrating and selling his/her goods and services, so long as it does not interfere with other Premises.
- c) All tables must be skirted to the floor.
- d) Any additional pipe must be covered with sleeves, drape or decorated appropriately.
- e) Side walls and displays that extend more than eye level must be agreed to by all parties including Society and adjacent Vendors.

- i) Inappropriate backs of display units or other unattractive display materials visible at eye level in adjacent booths, may require covering, removal or relocation.
- f) Exhibit space must be adequate to contain consumers involved. Aisles cannot be blocked.
- g) Helium balloons, stick-on badges, labels, bumper stickers and spray painting are prohibited except with permission of Society.
- g) Cameras and video equipment may be used only with prior written consent of Society.

5. Risk

- a) Society reserves the right to prohibit any arrangement of the Premises which in its opinion may in any way cause danger or risk of injury to persons attending the Exhibition.
- b) The Vendor will use her/his Premises in such a manner so as not to cause damage to any other Premises and any such damage, costs or expenses are the sole expense and responsibility of the Vendor.

6. Rules

The Vendor will comply with all rules which Society may establish from time to time, in addition to the terms and conditions of the agreement which has been entered into by Society for the Show.

7. Termination

- a) Society may terminate this contract at its discretion, if Vendor violates the Rules and the Contract; or in the event of a strike, lock-out or labor dispute
- b) In the event of such termination Society may retain all monies received from the Vendor as a credit against costs incurred or which Society may incur as a result of the Contract as liquidated damages.

8. Force Majeure

In the event any part of the site is unavailable whether for the entire event, or a portion of the event as a result of fire, flood, tempest, labor dispute, or any other cause over which the Show has no control the Show shall not be liable to indemnify or reimburse the Vendor in respect of any damage or loss, direct or indirect as a result thereof.

9. Vendor Responsibilities:

- a) permit Society to inspect the Premises;
- b) comply with all laws pertaining to the Exhibition and the Premises;
- c) comply with any labor contract and labor legislation in effect applicable to the Premises;
- d) conduct and manage her/his business in an orderly, lawful and professional manner so that no act or thing is done on the Premises which may cause damage, distress or annoyance to Society or members of the public;
- e) provide qualified personnel to staff the Premises at all times during the Show schedule.
- f) place booth trash in receptacles designated for such purpose.
- g) comply with all local, state and federal tax laws.

10. Assignment of Space

- a) In order to guarantee exhibit space, payment in full is required. Space will not be assigned without payment in full.
- b) Society reserves the right to alter the location(s) of booth(s) based on the general appearance and over all planning of the Exhibition.

11. Signs

- a) All signs must be professionally made, of appropriated size and nature and displayed within the limits of the Vendor's Premises.
- b) Society reserves the right to remove any unacceptable signs (ie. truckload sale, going out of business sale, wholesale prices, last day, prices slashed, everything discounted, % off everything)

12. Raffles and Drawings

Raffles, drawings or contests of an appropriate nature are allowed when no money changes hands. Vendors are charged with knowing and obeying state and local laws pertaining to such operations. Prizes promoted at the Show must be drawn at the Show and the winners' name(s) given to Society at the conclusion of the Show.

13. Move-in and Move-out

Society reserves the right to set schedules and procedures for setting up and dismantling of Vendor's display and Vendor agrees to strictly conform therewith. A packet will be provided with specific details.

14. Food and Beverage Services

The John S. Knight Center, through its in-house Food Service Department, will provide all food and beverage services within the Site and its surrounding property. This food service is established to compliment conferences, trade shows, and consumer events. No food or beverage may be brought into the Site or onto Site property by the Society, Vendors, guests or patrons.

15. Amendments

These Terms and Conditions have been drawn with the single objective of a successful exhibition, for both Vendors and the public. In emergencies and wherever the foregoing rules do not cover, Society reserves the right to make such ruling as may appear in the best interest of the entire Show and the Vendor agrees to abide by such rulings.