

**Roaring Youth Jam
Exhibit Space Contract
August 12, 13, & 14, 2021
Idaho Falls River Walk**

Registration due July 31, 2021

Company Name: _____

Contact Name and Title: _____

Mailing Address: _____

Phone: _____

Email: _____

Booth Space Details (please check):

Commercial Vendor – 10' x 10' space – \$165 Non-Profit Vendor – 10' x 10' space - \$0

Commercial Vendor – 10' x 20' space – \$215 Non-Profit Vendor – 10' x 20' space - \$0

Booth space preference (excludes food vendors) – please refer to attached map and indicate your preferred area (A through H). Booths are given on a first come, first served basis and preference will be given to previous year exhibitors.

____ Food Vendor – All three days (limited spots) - \$215

____ Water needed (food vendors only)

____ Food Vendor – Thursday and Friday ONLY - \$115

____ Power needed (food vendors only)

Canopy, Tables, and Tents are NOT provided. Power and water are only available for food vendors on the concrete pads. You are responsible for all your food handling and concession permits. \$15 is to cover Parks and Recreation special permit.

Each booth is to provide a free activity or item to people visiting. Please describe your item or activity (contact us if you need help with this!)

Payment:

Check enclosed I paid online, conf. #: _____ Credit card (complete below)

Card # _____

Exp Date: _____

Cardholder's Name: _____

CCV Code: _____

I, the authorized representative of said company, agree to all details outlined in this contract:

Date: _____

RULES & REGULATIONS

ADMISSIBLE EXHIBITS

All Exhibitors must provide an activity or item for free to attendees of the event. Exhibits which are of a disruptive, objectionable, or inappropriate nature, as interpreted by event management, will be removed from the event. Items not allowed are: laser lights, plastic or real swords, knives, and razors. We try to avoid vendors offering competing services – preference will be given based on the date of application and previous year exhibitors.

SET-UP/TEAR DOWN:

Set-up is 2 hours prior to event start time (Thursday, 10 AM) and tear down will be immediately after completion of event (Saturday, 4 PM).

LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time may be relocated to any location specified by event management or, if no alternative is available, may forfeit their event participation rights.

PAYMENT FOR SPACE

Exhibitors must be paid in full before they are allowed to set up for the event.

CANCELLATIONS AND CUTBACKS

In the event of a cancellation of exhibit space by the exhibitor, Idaho Falls Arts Council shall retain as a cancellation fee, all amounts paid by the exhibitor up to the time of cancellation. The amount paid may be applied as credit to another Idaho Falls Arts Council event. For all exhibitors requesting a space reduction, Idaho Falls Arts Council reserves the right to relocate the exhibit or reconfigure it as determined by event management.

SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitors space. Non exhibiting firms will not be allowed to place stickers, place cards, or other signs anywhere in the event.

INDEMNIFICATION

Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend or reimburse Idaho Falls Arts Council, and its partners and managers, Board of Directors, officers, agents or employees from all losses, claims, liability, damage, actions, judgments recovered from or assessed against exhibitor or above named indemnity, plus expenses including, without limitation, attorney's fees and or use by the exhibitor, or other persons in connection with the event, or the use of the space. Such indemnification shall not be effective in damage or injury resulting from the sole gross negligence or willful misconduct of the event sponsor, employees. Expenses for any injury or death to any persons, or any loss of, through theft or otherwise, or damage to property arising in any way in connection with the use and enjoyment by the exhibitor, or of any other person or entity, with the permission, express or implied, of exhibitor of the space, equipment or the event space; arising from the use equipment, devices furnished to Idaho Falls Arts Council, and its partners, or any of it's employees.

ACTS OF GOD

Idaho Falls Arts Council and its partners, shall have no liability whatsoever for any matter or thing resulting from strikes, lock-outs, fire or other acts of God; preventing exhibitor's event space from being made available to exhibitor. In such case, Idaho Falls Arts Council shall return to Exhibitor payments made by Exhibitor after deducting there from a pro-rata share of expenses incurred in connection with said event.

INSURANCE

Idaho Falls Arts Council and its partners shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused by gross negligence of Idaho Falls Arts Council its partners, or any of its employees. Exhibitor is required to provide and keep in force during the event period, including move in and move out periods, the following insurance coverage:
Worker's compensation and employer's liability insurance covering its employees in the state in which the event is being held, in accordance with the statues, rules and regulations promulgated by that state's governing authorities.

Comprehensive general liability insurance, including blanket contractual liability insurance naming Idaho Falls Arts Council and its partners as an additional insured, with limits of \$1,000,000 combined single limit for bodily injury and property damage or commercial general liability insurance naming the same as additional insured with limits not less than \$2,000,000 general aggregate, \$1,000,000 products-completed operations aggregate, \$1,000,000 personal and advertising injury limit and \$1,000,000 each occurrence limit. All Risk property insurance covering all

exhibitors' property brought into or used in connection with the event, including move in and move out periods, with insurance coverage to be set forth in an insurance policy that includes (A) a waiver of subrogation against Idaho Falls Arts Council, and its partners, its members, employees, officers and agents, and (B) limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged. Certificates of insurance shall be furnished as soon as possible to Idaho Falls Arts Council, its partners, if requested by event management prior to or following the event.

COPYRIGHTS

Exhibitor hereby assumes all costs and expenses arising from exhibitor's or exhibitor's agents' or exhibitor's employee's incorporation or use during the event of any music, written material, dramatic rights, inventions or devices that are subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify and hold harmless Idaho Falls Arts Council, its partnerships, its officers, agents and employees from any claims, damages, cost or expenses, including legal fees, which might arise out of or in connection with such incorporation or use.

AMMENDMENTS

The event management shall have the full power in the interpretation and enforcement of all terms, rules and regulations and any further stipulations considered necessary for the proper conduct of the event. Exhibitor agrees to comply with such terms, rules and regulations. Exhibitors' failure to comply with such terms, rules and regulations shall entitle Idaho Falls Arts Council, to terminate Idaho Falls Arts Council obligations under this contract. Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities, which affect the event space. Exhibitor must not obstruct the view of an adjoining exhibitor's space, nor permit such exhibit to be placed or operated in any manner offensive or objectionable, in the reasonable opinion of event management, to the adjacent or surrounding exhibitors or the Event as a whole. All aisles must be kept clear of exhibits. Interviews, demonstrations, distribution of literature, etc. must be made inside of the exhibitor's space. No canvassing, solicitation of business or conference in the interest of business, except by exhibiting firms, is allowed. All video and still photography of any event exhibit and/or exhibit staff taken by an agent of Idaho Falls Arts Council will remain the property of Idaho Falls Arts Council for use in promoting current and future events or for use for any other purpose.

PERMITS/LICENSES

Exhibitor is responsible for all permits and licenses. Exhibitor shall provide a copy of permits/licenses to Idaho Falls Arts Council when requested.

CORRESPONDENCE:

All correspondence relative to exhibits should be directed to Idaho Falls Arts Council, 498 A Street, Idaho Falls, Idaho 83402; Phone: 208-522-0471 or email ggoodlander@idahofallsarts.org