



# Winter Chili Festival Registration Form

## February 27<sup>th</sup>, 2010

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Website: http://\_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Products or Services to Be Displayed: \_\_\_\_\_

\_\_\_\_\_

### **ALL EXHIBITORS:**

- Space Desired:**  Ballroom 10' x 10' Prime Exhibit Space (\$500) - Consumer Products & Services Exhibits  
 Ballroom 10' x 10' Prime Exhibit Space (\$400) - People's Choice Competitor (6 Gallon Minimum)  
 Pre-Function Area 5' x 5' Exhibit Space (\$250) - Limited Qty. Available

*Food Vendors Please Contact Show Management*

### **NOTE: Businesses Competing in "The People's Choice" Chili Cookoff -**

#### **Select your Competition Category (Select One):**

Caterer/Deli/Banquet Facility \_\_\_\_\_ Tavern/Pub/Bar & Grille \_\_\_\_\_ Steakhouse/American \_\_\_\_\_ BBQ/Tex-Mex \_\_\_\_\_

Culinary "Free Style" Chili \_\_\_\_\_

- |                                       |   |                             |
|---------------------------------------|---|-----------------------------|
| Electricity (Extra Cost)              | <input type="checkbox"/> Yes                      | <input type="checkbox"/> No |
| Wireless Internet Needed (Extra Cost) | <input type="checkbox"/> Yes                      | <input type="checkbox"/> No |
| Extra Table                           | <input type="checkbox"/> Yes (+\$50)              | <input type="checkbox"/> No |
| Extra Chairs                          | <input type="checkbox"/> Yes: # _____ (+\$5 each) | <input type="checkbox"/> No |

Amount Due: \$ \_\_\_\_\_

Would you like some to contact you about advertising in the printed Expo guide?  Yes  No

**Optional** Product or Service to Be Donated for Door Prizes (suggested value: \$100): \_\_\_\_\_

Contact: [Info@chili-festival.com](mailto:Info@chili-festival.com)

Fax: 888-481-1706

Call: Mary 508-889-8113 or Susan 401-769-1325 Ext. 11

## BOOTH AND SPONSORSHIP CONTRACT – PROVIDENCE, FEBRUARY 27<sup>TH</sup>, 2010

### Contract Terms & Conditions

- 1) **Contract for space:** The contract is for booth and/or sponsorship, including space assignment and marketing, and full payment of fees together constitute a contract between the exhibiting organization, hereinafter known as the Exhibitor, and Plan Ahead Events (Prov-Metro), hereinafter known as the Show Management Company, for the right to use space for Winter Chili Festival(WCF). All measurements shown on the floor plan are approximate and Show Management reserves the right to make such modifications as may be deemed to be necessary to meet the needs of the Event.
- 2) **Exhibiting Companies and Products:** Show Management has the sole right to determine eligibility for a product, service or company in its event and may remove or relocate unsuitable exhibitors Show Management shall have the right to change the location of assigned space for an Exhibitor. Exhibitor may display or advertise only goods and services normally manufactured or offered in the course of its business.
- 3) **Exhibit Space Rules and Contractor Services:** Show Management shall have the right to establish rules for the event and the use of exhibit space covered by this Contract, including but no limited to the rules in the Exhibitor Service Manual. Show Management shall have full discretion and authority as to the placement of all decorations, signage and display items. Show Management may require the replacement or redecorating of an item, display or booth and no costs shall accrue to management because of such necessity. Exhibitors are responsible to cover or fix all areas Show Management may consider unsightly, at the Exhibitor's expense. Show Management reserves the right to amend and enforce event regulations as it deems proper to assure the success of the event. Show Management has selected several "Authorized Contractors" and the use of their services by Exhibitors is highly encouraged.
- 4) **Installation and Dismantling of Booths:** Delivery of freight, installation of exhibits and completion of erection of exhibits will take place on the dates hereinafter shown. The exhibits must be ready for inspection no later than 10:00 am on 2/27/2010. Should an exhibit not be set by 10:00am on the that day, Show Management reserves the right to have the Official Contractor install the exhibit or remove unopened freight at the expense of the Exhibitor. Dismantling may not begin until the close of the show day at 6:00pm, 2/27/2010. Dismantling must be completed and all exhibit materials removed by 8:00pm on 2/27/2010. Should the Exhibitor fail to follow event deadlines for installation in terms of occupying the agreed upon space, Show Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid.
- 5) **Enjoyment of Reasonable Business Environment:** Show Management reserves the right to restrict booth size, noise, characters, lights, entertainment and methods of operation which it deems objectionable. Any behavior or equipment which Show Management finds to detract from the general appearance and intention of the event may be grounds for eviction. Neon lights, gas, oversized signs, helium balloons, taping items on the facility walls or columns are expressly prohibited. Exhibitors are encouraged to seek approval in advance of the show from Show Management for questionable items so as to eliminate additional removal costs on the behalf of the Exhibitor at the show. If the Exhibitor fails to comply with respect to show rules and this Contract, Show Management may re-take possession of Exhibitor's assigned space, notwithstanding Exhibitor's continued responsibility for all payments due. Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video and all costs for such licenses are the responsibility of the Exhibitor. Exhibitor may be prohibited from certain activities without proof of required licenses.
- 6) **Attendance:** Show Management shall have sole control over Attendance policies at all times. All Exhibitors agree to staff their booth(s) during exhibition hours. Failure to do so will jeopardize any exhibitor's acceptance in future shows. Each Sponsor will furnish Show Management, in advance, the names of the persons who will staff the booth on the form or online site furnished by Show Management. Show badges will be supplied for access to the exhibit area only.
- 7) **Payment Schedule:** The payment schedule is listed on the front of the contract and must be adhered to in order to confirm space within the show. Deposits are non-refundable. Show Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so. In the event of default by the Exhibitor, Exhibitor remains responsible for payments due and assumes the responsibility for all enforcement costs incurred by Show Management in collecting such fees.
- 8) **Sharing/Subletting Space:** No Exhibitor shall assign, sublet or apportion the whole or any parts of the space allotted, or have representatives, equipment, or materials from other companies other than their own firm in the said space.
- 9) **Security:** Show Management provides perimeter guard services during show hours as noted in the Exhibitor Manual. Security for all Exhibitor equipment, materials and personnel remains the responsibility of the individual Exhibitor. Exhibitors should retain adequate coverage for theft, damage or any loss. Exhibitors are encouraged to have guards and insurance at their own expense.
- 10) **Contractor Services:** All services, such as furniture, carpeting, labor, cleaning, storage of materials and boxes, shipping and other special services must be arranged through the Official Exhibit Services Contractor. An Exhibitor Service Manual will be provided with proper ordering instructions for such services.
- 11) **11. Liability and Insurance:** Neither Show Management, the official service contractor, exhibit hall management, Show Management's security service, nor any of their agents, officers or employees of the above will be responsible for the safety of property of Exhibitors from theft, strikes, damage by fire, water, storm or vandalism or other causes. Furthermore, Show Management and/or the exhibit hall management, their agents, officers and employees shall not be responsible for any damage, illness or injury to Exhibitor personnel, agents or attendees. Exhibitor shall indemnify and hold harmless Show Management and/or the exhibit hall management, their agents, officers and employees from all liability which might ensue from any cause whatsoever, including attorney's fees. Exhibitor agrees to maintain adequate insurance to fully protect Show Management, its co-sponsors, contractors, and exhibitor hall facility from any and all claims which may arise in connection with the installation, operation and dismantling of the Exhibitor's display. This includes claims under Workers Compensation Act. Exhibitor will be required to pay for any damage caused by its employees or agents. Exhibitor must carry insurance naming Plan Ahead Events (Prov-Metro) and the Rhode Island Convention Center as additional insured's on a policy containing not less than one million dollars (\$1,000,000 USD) for bodily injury, property damage and /or loss sustained in any one occurrence. A copy of the Certificate must be on file with Show Management not less than thirty (30) days prior to installation.
- 12) **Indemnity:** Exhibitor agrees to indemnify, defend, and hold harmless Show Management, its officers, employees, and agents from and against any and all third party claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Exhibitor. Show Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to any of the following causes: By reason of the building being destroyed or substantially damaged by fire, act of God, public enemy, strikes, authority of law, or any other cause beyond the control of Show Management.
- 13) **Compliance:** Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the American with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all such codes and laws have to obtain all necessary permits and tax forms, including submitting any taxes or fees required by local, state or federal authorities.
- 14) **Postponement of Event:** If for any reason Management determines that the location or dates of an Event should be changed, no refund will be due to Exhibitor, and Management will assign to Exhibitor, in lieu of the original space, such other space as Management deems appropriate, and Exhibitor agrees to use such space under the terms of this Agreement. Management shall not be financially liable or otherwise obligated in the event that the Event is relocated or postponed.

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- 15) **Cancellation or Termination of the Event:** In the event that the Event is unable to operate, in the sole determination of Management, whether due to acts of God, terrorism, war, illness, public safety, strike, civil commotion, picketing, fire or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise, Management may cancel, postpone or terminate the Event. In the event of such cancellation, postponement or termination, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, the Exhibitor's pro rata share of the total amount paid by all Exhibitors, excluding deposits, less all costs and expenses incurred by Management in connection with the Event.
- 16) **Exhibitor Cancellation or Nonpayment:** Exhibitor agrees that a reservation is made at the time of execution of this Agreement, whether or not accompanied by pending deposit, and it shall be regarded as valid and binding. Should Exhibitor decide to cancel after executing this Agreement, Exhibitor acknowledges that it is difficult to assess the full lost opportunity of Management to have provided the space to others and the attendant expenses in doing so. Should Exhibitor fail to make timely payments as noted in this Agreement, Management reserves the right to reassign the space to another Exhibitor.
- 17) **Violation:** The interpretation and application of these rules and regulations are the responsibility of Show Management. Any violation by the Exhibitor of any of the Terms and Conditions here shall subject Exhibitor to cancellation of its contract and to forfeiture of any monies paid on account thereof. Upon written notice of such cancellation, Show Management shall have the right to take possession of the Exhibitor's space, remove all persons and properties of the Exhibitor and hold the Exhibitor accountable for all risks and expense incurred in such removal.
- 18) **Miscellaneous:** Management makes no representations or warranties as the condition of the Event Facility, Contractors or Subcontractors involved or the success of the Exhibitor's efforts for which the exhibit space is to be used. This Agreement shall be governed as a whole in accordance with the laws of the State of Rhode Island. Any actions arising out of enforcement of this Agreement must be initiated in the State of Rhode Island. This Agreement and these "Terms and Conditions" represent the sole and entire agreement between Management and the Exhibitor, and it supersedes all prior agreements and discussions. Show management does not offer exclusivity for any product or service, nor does it guarantee that exhibitors will not be placed in proximity to competitors. Corner space requests are not guaranteed. "Corner" means at least one side of a linear booth will have an empty booth next to it.

No person at Management is authorized to make changes to this Agreement except in writing and with the signature of an officer of the company. The provisions set forth are severable. If a provision is held to be invalid or unenforceable, it shall not affect the validity of enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or service interruptions that may occur. The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority to do so and may bind the entity for which they sign. By signing this Agreement, Exhibitor authorized Management to use its company name and any photographs taken at the Event for promotional purposes.

**IV. PAYMENT TERMS:**

Upon signing of this contract, 100% of the total fees are due immediately. \*A late fee of 5% will be charged on any outstanding balance not paid within 10 days of signed contract. Cancellation/Reduction in Exhibit/Sponsorship policy - see #15 under Terms & Conditions. Acceptance of this application by Plan Ahead Events (Prov-Metro) constitutes a contract. Applicant has read and agrees to abide by the Contract Terms & Conditions stated on page two of this contract. We understand that this contract shall be legally binding between Plan Ahead Events (Prov-Metro) and the Exhibitor. We also understand that any changes to the contract must be done in writing.

**Please sign to indicate that you understand and accept these conditions:**

**Contract Authorization Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Name (please print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PAYMENT FORM**

**CHECK:** Please enclose a Check made out to Chili Festival:  
**Mail to:** Plan Ahead Events, 1151 Aquidneck Ave., Suite 455, Middletown, RI 02842  
**Fax to:** 888-481-1706

**CREDIT CARD:** Upon receipt of this Exhibitor Authorization, I authorize Plan Ahead Events to process the amount of:

\$ \_\_\_\_\_ Complete **the Credit Card Authorization below (Master Card & Visa Only):**

**Credit Card** \_\_\_\_\_ **Expiration:** \_\_\_\_\_

**Name on Card:** \_\_\_\_\_ **Code:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ M/C ( ) Visa ( )

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