

# 2024 Arts & Craft Adventure Vendor Registration Form

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Product description of items to be sold or marketed:

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## Space Size and Cost

**10 x 10     \$60**

**10 x 20     \$100**

## See Map For Space Location, Size & Cost

1<sup>st</sup> Choice Space Number \_\_\_\_\_ Space Cost \$ \_\_\_\_\_

2<sup>nd</sup> Choice Space Number \_\_\_\_\_ Space Cost \$ \_\_\_\_\_

**Exhibitor responsible for extension cords and power ends.**

Exhibit Space Cost (from above)	\$ _____
Tables (not skirted or covered) \$10 each	\$ _____
Chairs - \$5 ea.	\$ _____
Tent Rental - \$125.00 (10 x 10)	\$ _____
Electrical 20 AMP (110v) or less - \$20	\$ _____
<b>Total Cost</b>	\$ _____

**IMPORTANT:** Exhibitors remitting payment, or signing below, indicate the acceptance of the terms listed within this document, including but not limited to terms which concern liability and insurance. Receipt of payment, or signature, also acknowledges that you have read and understood the terms, and waive any objection to the terms or their formation and enforceability. Receipt of payment, or signature, also constitutes agreement to abide by any further rules and regulation which may be imposed by Phoenix Park and/or the City of Eau Claire at the event, including but not limited to, rules and regulations which do not appear on this document and are not attached hereto. Promoter may reject any application.

Authorized Representative:

\_\_\_\_\_  
Signature Printed Name and Title

Card Number: \_\_\_\_\_

Credit Card Holder: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Credit Card Security Code #: \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_

**Make Checks out and Mail to: Performance Promotions Group, 101 Ferry St., Suite A, Eau Claire, WI 54703**

1. This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Performance Promotions Group, (hereinafter referred to as "Promoter") and \_\_\_\_\_, (hereinafter referred to as "Exhibitor") for the following event: **2024 Art & Craft Adventure** within the rented exhibition location, Phoenix Park Pavillion, Eau Claire WI (the "Grounds"): Booth space designated in this registration form.
2. Other Persons/Entities. The Promoter and Exhibitor agree and acknowledge that the Promoter shall be free to grant other persons and/or entities the right to set up booths in the Pavilion at the Promoter's discretion.
3. Payments to Promoter. In consideration of this Agreement, Exhibitor agrees to pay Promoter \$\_\_\_\_\_ as indicated in this registration form (the "TOTAL DUE"). Unpaid booth reservations will be released for general sale. Exhibitor will remain responsible for payment of the Rental Fee. **FULL PAYMENT** is required with the signed contract. NO REMINDER WILL BE SENT.

4. Cancellation Policy. Cancellation notification made in writing to Promoter received by April 1 will entitle Exhibitor to a full refund. Cancellation notification received after May 1, 2024 . No refunds will be made after May 2, 2024. If the exhibition is not held, Exhibitor's payment may be refunded. Should the event be canceled, postponed, or abandoned, damages and/or compensation by the exhibitor shall be returned and are limited to the amount already paid for the space specified in this contract. Should the event be curtailed or abandoned in part, the limit of claim for damages and/or compensation by the exhibitor shall be returned in the prorated amount the exhibitor already paid for the space for the canceled portion of the specific event. However, exhibitors will not be reimbursed if the event is canceled, curtailed, or abandoned due to an act beyond the control of the Promoter.

5. Space Allocation. Exhibit space will be allocated at the discretion of the promoter. Exhibitors reserving larger partnership packages and returning exhibitors may receive additional priority. **Exhibitors must keep all display items, personnel, and other booth items fully within the confines of their rented space.** Expanding or taking up space in aisles or other areas is prohibited.

6. **Hours of Operation. The Exhibitor shall not set up its booth before 7:30 AM on Sunday, May 12, 2024, unless other times are approved in advance. Any booths not fully set up by 9:00 AM Sunday, May 12, 2024 may be taken back by Promoter and used at Promoter's discretion. No refund of fees will be given for exhibits taken back because of late set up. The Exhibitor shall not close down its booth before 3:00 PM May 12, 2024. All exhibits and materials must be fully removed from site by 5:00 PM on Sunday, May 12, 2024.**

7. Opening Late/Closing Early. Exhibitors who vacate their booths prior to the published dismantle time without permission of Promoter may be assessed a fine equal to one half the Rental Fees and may not be allowed to return to future Performance Promotions Group events.

8. Equipment, Fixtures and Utilities.

8.1. The Promoter agrees to provide the specified booth space for the Event.

8.2. The Exhibitor agrees to provide all other items necessary to adequately set up and display its particular booth.

9. Assignment. Exhibitor shall not assign, sublet, or share the whole or any part of the space contracted to them with a separate business, organization or individual or solicit on others behalf.

10. Clean Location. Exhibitor shall keep their area clean and organized. Exhibitor shall place all trash and remaining items in trash receptacles at the end of show. **Excessive trash clean up will be billed to the Exhibitor.**

11. Sound Devices. Promoter reserves the right to limit sound from any device, including televisions or radios, in the absolute discretion of Promoter. Promoter reserves the right to force Exhibitor to turn off any noise making device, in Promoter's discretion.

12. Disorderly Conduct. Disorderly conduct of any kind or nature, including, but not limited to, the use of profanity or display of offensive material in the opinion of the Promoter, is in violation of this Agreement. Promoter reserves the right to impose a limitation on any method of operation which becomes objectionable. Any distribution of literature or samples shall be limited to the Exhibitor's booth. Violation of this will result in cancellation of exhibit space during the show without refund.

13. Loss or Damage. Neither Promoter nor its management shall be liable for the damage, loss, or destruction to the exhibits by reason of fire, theft, accident, or other destructive causes. In no event shall Promoter's management and/or its employees, representatives or subsidiaries be liable for any consequential, indirect, punitive, incidental or special damages, whether foreseeable or unforeseeable, and whether or not Exhibitor, or anyone else has been advised of the possibility of such damages, whether based upon loss of goodwill, lost profits, loss of use of money, loss of date or interruption in its use or availability, stoppage or work, impairment of assets or otherwise arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on any term in any contract document, any transaction performed or undertaken under or in connection with any contract document or otherwise. Except in the case of Promoter's gross negligence or willful misconduct, Promoter will not be liable for any amounts hereunder, and in no event shall Promoter's liability exceed the amount paid by Exhibitor hereunder. Exhibitor shall be liable to Promoter for any damage to the Building and/or the furniture and fixtures contained therein, which shall occur through acts or omissions of Exhibitor.

14. Compliance. Exhibitors shall comply with all Town, County, State and Federal Laws and Promoter shall not be responsible for the failure of the Exhibitor to comply with all said laws. In addition to the terms set forth in the agreement, Exhibitor agrees that all Exhibitor parties shall comply with any further rules and regulations which may be imposed by Promoter, including but not limited to, rules and regulations which do not appear on this document and/or attached hereto. No live animals may be exhibited or sold without written permission by the Promoter. No photos, movies, videos, telecasts, broadcasts, podcasts, etc. of the event, the exhibits, attractions or personnel may be used or disseminated in any manner by any Exhibitor without prior written permission of the Promoter. Photos, movies, telecasts, and broadcasts of exhibits, attractions and personnel may be used by the Promoter in any advertising.

15. Delivered Goods. Promoter assumes no responsibility for goods delivered to the event site or for material left in the building or on the grounds after closing hours. Exhibitors wishing to insure display materials or components thereof, including merchandise, must do so at their own expense. **Booth contents MAY NOT BE DELIVERED TO THE EVENT PRIOR TO EVENT MOVE-IN TIMES.** Promoter is not responsible for items or booth contents delivered to the event facility.

16. Hold Harmless & Indemnification. Promoter is not responsible for any liability arising out of the negligent acts of the Exhibitor or its employees or for any injuries sustained by Exhibitor or its employees, unless due to the gross negligence of Promoter, Promoter's employees or agents. Furthermore, Promoter is hereby held harmless and indemnified by Exhibitor for its actions.

17. Access. In the event Exhibitor desires to gain access to the Building other than the ordinary times provided hereinbefore, the Exhibitor must make such request to Promoter in writing and said request is subject to the approval of Promoter, in Promoter's absolute discretion.
18. Operations. Exhibitor must be set up and open and must remain open during the Exhibit hours. At least one staff member must be present at the booth during open event hours.
19. Displays. All displays and exhibits must fit within the confines of their assigned space so as not to impede traffic flow, infringe on the space of other exhibitors, or violate the emergency exit routes set forth by the fire marshal.
20. Left-over Merchandise. Promoter assumes no responsibility for any merchandise or displays left at the park or on the lake after the closing of the event.
21. Inability to Perform. If Promoter should be prevented from holding the exhibition for reasons beyond Promoter's control (such as, but not limited to, damage to building, riots, strikes, acts of government, or acts of God) or if Exhibitor cannot occupy the assigned exhibit space due to reasons beyond Promoter's control, then Promoter has the right to cancel the exhibition or any part thereof, with no further liability to the Exhibitor other than a refund of the Rental Fee, less a proportionate share of the exposition cost incurred (deposit).
22. Insurance. Exhibitor acknowledges that Promoter does not maintain and is not responsible for obtaining insurance covering Exhibitor's property. Exhibitor agrees to provide such insurance.
23. No Supervision. Exhibitor hereby agrees and understands that it is not the responsibility of Promoter to supervise the operations and Promoter has no duty to provide security or protect Exhibitor against theft of its merchandise or property.
24. Exhibit Space Arrangement. Promoter reserves the right to rearrange the final exhibit space based on unsold or unoccupied exhibit space. In said event, all exhibitors will be notified.
25. Breach of Contract. If Exhibitor breaches this Agreement by failing to appear at the scheduled event, Exhibitor remains responsible for the Rental Fee.