

IHLA Hoosier Hardwood Festival Contract



August 27-29, 2021
Marion County Fairgrounds
7300 E Troy Ave - Indianapolis

GENERAL This contract, when signed by the applicant and accepted by IHLA, shall be considered valid and binding.

PAYMENT FOR SPACE: Upon execution of this contract a deposit one-half of the full payment is required to reserve exhibit space. Payment in full is due on or before July 9, 2021. If space is booked after July 9, 2021, payment in full is due immediately. No discounts will be offered for late bookings.

It is agreed that the IHLA reserves the rights to reassign cancelled booths, and that subsequent reassignment of cancelled space does not relieve the cancelling Exhibitor of his/her obligation to pay the amount due. Retroactive pricing will go into effect for all booths if the cancellation results in a change in the exhibitor's contracted volume discount rate.

CANCELLATION OF CONTRACT: Without exceptions, IHLA must receive and confirm all cancellations in writing, or your cancellation will not be accepted. If you must cancel, please be advised that you are liable for up to 100% of the cost of cancelled booth space incurred. Cancellation may affect Exhibitor's contracted volume discount rate.

Exhibitor fee obligation in the event of cancellation:

INITIAL and DATE HERE

*30 or less prior to show opening 100% _____

*60 days or less prior to show opening 50% _____

*120 days or more prior to show opening 25% _____

In event of cancellation or interruption of the show due to fire, strikes, government regulations, Acts of God, or other cause beyond control, IHLA shall determine an equitable basis for the refund of such portion of Entrance, Publicity, Directory and Exhibit Fee as is possible after consideration of expenditures and commitments already made. If for any reason the location of the show is changed, no refund will be made, but IHLA must be able to assign exhibitor space in lieu of original space.

CONTRACT ADDENDA: Changes to Exhibitor's show schedule and space reservations will be considered addenda to this contract and subject to all terms and conditions herein.

SUBLETTING OF SPACE: Exhibitors are prohibited from assigning, sharing and/or subletting a portion and/or any part of their assigned space.

EXHIBITION: The overriding primary purpose of show is for Exhibitors to show and demonstrate merchandise and equipment held in inventory on the show premises in order to advertise, educate and directly sell those items. IHLA reserves the right to decline, prohibit or cancel any exhibit or part of any exhibit that, in its opinion, is not in keeping with the character of the general exhibits and/or the primary purpose, or is otherwise unacceptable.

INSTALLATION AND REMOVAL OF EXHIBITS: All exhibits must be installed or removed by the time specified or IHLA will have the authority to direct its installation or removal by the official show drayage company at their prevailing rates, which will be charged to the Exhibitor. IHLA assumes no liability or freight not removed by Exhibitor.

PROTECTION OF FACILITIES: Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to the columns, walls, floors, or other parts of the facility exhibit area. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of IHLA, Facility Management or their assistants.

IINSURANCE/LIABILITY:

Exhibitors must carry statutory worker's compensation coverage if required by any governmental agency and commercial general liability including products and completed operations, independent contractors' personal injury and blanket contractual liability insurance with limits of at least 1,000,000 per occurrence, \$2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder naming Indiana Hardwood Lumbermen's Association and Marion County Agricultural Fair Association, Inc., as additional insureds. Exhibitor agrees that IHLA, IHLA's service contractors, the Marion County Agricultural Fair Association, Inc., and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Exhibitor, or to Exhibitors employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this contract. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by Exhibitor's display, displays, equipment, employees or representatives.

*It is strongly recommended that the exhibitor secure insurance covering their property at the show as IHLA does not maintain this type of insurance.

ATTENDANCE: IHLA has sole control over all admission policies.

FILMING/VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES:

Photographs, film or video recording may be made in the show facility, and may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photograph or recording and hereby consent IHLA use of such recordings for commercial purposes. Exhibitor grants IHLA a non-exclusive, royalty-free, non-revocable, non-transferable worldwide license to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners graphic files and images.

AMENDMENTS: IHLA shall have full power to interpret and to make or amend these rules. Wherever these rules do not cover, IHLA reserves the right to make such rulings as may appear to in the best interests of the show and the Exhibitor agrees to abide by such rulings.

ENFORCEMENT OF CONTRACT: If it is necessary for IHLA to enforce any provisions herein, the Exhibitor shall pay all costs of enforcement and collection, including by not limited to, reasonable attorney's fees, whether or not such enforcement or collection includes the filing of a lawsuit.

EXHIBITOR CONSENT & SIGNATURE

Name _____

Date _____