

Saratoga Springs Rotary 2010 Home & Garden Show
- Terms and Conditions -

1. **PAYMENTS:** In the event the Exhibitor shall fail to pay the balance due on the rental space leased herein according to the attached agreement, the rental space shall revert to the Rotary with the Exhibitor no longer being guaranteed the rental space assigned and/or at the option of the Rotary and with no further notice to the Exhibitor, Rotary may re-let or use the space in such manner and for such purpose as Rotary may deem fit and retain any deposit paid, it being hereby understood and agreed that the same shall constitute liquidated damages due the Rotary for the default.
2. **RULES AND REGULATIONS:** The use of the said space and the operation and the conduct of the exhibit by the Exhibitor shall be governed by the following rules and regulations prepared by the Rotary and the said Exhibitor shall assume full responsibility for the observance of such rules and regulations as an Exhibitor and shall enforce compliance therewith by the Exhibitor's servants, agents and/or employees.
3. **EXHIBITOR'S RESPONSIBILITY:** The Exhibitor acknowledges his total responsibility for his display and for the actions of his employees, agents and contractors or subcontractors in the area surrounding the display and will maintain direct control over all activities in his exhibit area. Exhibit booths must be staffed at all times throughout the show.
4. **INDEMNIFICATION:** The Exhibitor agrees to indemnify, defend and hold harmless Rotary International-Rotary Club of Saratoga Springs, New York, Inc., the Saratoga Springs City Center, Prime Hotel, and their agents and employees from and against all claims, damages and losses, and expenses including reasonable attorney's fees in any case where it shall be necessary to file or defend an action, arising out of the performance of the work herein, which is one for bodily injury, illness or death or for property damage, including loss of use caused in whole or in part by the Exhibitor's negligent acts or failure to act or that of him agents, employees, contractors or subcontractors or anyone employed by them.
5. **SUBLEASE:** The Exhibitor shall not lease, sublet or assign the space which is the subject of this agreement to any person, firm or corporation without the written consent of the Rotary.
6. **SURRENDER:** The Exhibitor shall quit and surrender the premises herein in accordance with the rules and regulations attached hereto.
7. **DEFAULT:** In the event the space herein leased to the Exhibitor is not occupied by 3:00 p.m. on February 26, 2010, the same shall thereupon revert to the Rotary, which may elect to use said space in such manner and for such purpose as the Rotary may deem fit; and there shall be no requirements that the Rotary refund any part of the monies theretofore paid by the Exhibitor under the terms of this arrangement, it being understood and agreed that the same shall constitute liquidated damages due to the Rotary for the default.
8. **CANCELLATION:** This lease shall in all things be subject to the rights and privileges of Saratoga Springs City Center, Inc., of New York, from whom the Rotary has leased a portion of the Saratoga Springs City Center complex, Saratoga Springs, New York, for the purpose of said show during the period above set forth, to cancel its lease with the Rotary for any reason provided by law, and in the event that said City Center shall so cancel its lease with the Rotary the same shall relieve the parties hereto from any obligations thereunder. In the event of such cancellation prior to the period of the show, any monies paid by the Exhibitor to Rotary under this agreement shall be refunded in full, and if such cancellation should occur during the operation of the show, such prepaid rental shall be apportioned in accordance with the time used and actual expenses incurred by the Rotary in arranging its part of the exhibit.
9. **EXECUTION:** This agreement shall not be binding upon the Rotary until the same has been actually executed by a duly qualified Rotary representative thereof; and the Rotary reserves the right to reject any such contract and refund the money paid hereunder by the Exhibitor at anytime prior to its execution by such representative.
10. **SUCCESSORS & ASSIGNS:** The terms and conditions of this agreement shall be binding upon the heirs, executors, administrators, successors or assigns of the respective parties hereto.
11. **EXHIBITOR COMPLIANCE:** The Rotary reserves the right to reject any contracts and to expel any undesirable Exhibitors or visitors for any reason at anytime prior to, during or after the Home Show. Exhibitor agrees and represents that it is in compliance with all applicable local, state and Federal laws and licensing procedures applicable to its trade, industry or profession. Exhibitor also agrees and represents that any contests, lotteries, or other sweepstakes that it may offer in connection with the Home Show are in full compliance with applicable local, state and Federal laws.
12. **BOOTHS:** All booth backgrounds and side dividers will be decorated in uniformly colored fabrics. Within the limits of the booth area, the lessee will be permitted to erect any height partition he finds necessary provided that the side facing the neighboring booth shall present a finished surface to the neighboring booth. In the event that two or more adjacent

booths are leased, the side dividers may be removed. Booths will be rented for the fee indicated on the enclosed price list. Standard booth size is 10' wide by 8' deep. Some larger booths are available. See diagram.

13. **SIGNS:** Signs, except those provided by Rotary, must be approved by Rotary.
14. **PLACEMENT AND REMOVAL OF EXHIBITS:** Exhibits may be moved into the designated City Center starting at 8:00 a.m. on Thursday, February 25, and must be complete and in the Exhibitor's designated area **by** 3:00 p.m. on Friday, February 26. If additional time is needed for set-up, your request must be indicated on the Booth Rental Agreement. **No Exhibit may be removed prior to 4:00 p.m. on Sunday, February 28, 2010 and all exhibits must be removed by 8:00 p.m. on Sunday, February 28. Any exhibitor who removes any portion of their exhibit prior to 4 p.m. on Sunday shall forfeit their right to participate in future Home & Garden Shows.**
No exhibitor will be allowed to remove exhibits after 8:00 p.m. on Sunday, February 28, 2010, unless they make prior advance reservations with Rotary personnel.
15. **DECORATIONS:** Ceiling and wall decorations will be provided by the Rotary Club. No other decorations are permitted outside the booth area.
16. **DAMAGE TO FLOOR AND BOOTHS:** Exhibitors will be held responsible for damage to floors and walls of the exhibition area. Nails, screws, tacks or thumbtacks may not be used on the floors, walls or ceilings of the exhibition area. Exhibit material may be applied to the booths by tacks, tape, etc., but not by screws or nails. Wallpaper may not be pasted to the booth. Any booth using water in its exhibit or with heavy materials will be required to use protective floor covering.
17. **SECURITY:** Security will be provided continuously from 5:00 p.m. Friday, February 26 until 12:00 noon on Monday, March 1, 2010.
18. **CUSTOMER LISTS:** If Exhibitors desire to obtain customer lists, suitable writing space and facilities must be provided within the booth to avoid blocking or screening adjacent booths or aisles.
19. **AISLES:** No exhibits or portions of exhibits shall protrude beyond the side rails or front of any booth. Exhibits shall be confined within the booths so that spectators do not block aisles. Prior to opening and during the show, exhibitors are required to keep aisles clean of cartons, boxes, etc., to facilitate movement of spectators and cleaning of aisles.
20. **JANITOR SERVICE:** Cleaning the aisles is the responsibility of Rotary. Exhibitors are expected to maintain cleanliness and neatness within their booths.
21. **FIRE REGULATIONS:** Exhibitors may use only fire resistant materials in displays. Flammable materials may not be stored in or around exhibits. No liquid propane allowed. Any Exhibitor planning to use heating or cooking equipment for any purpose whatsoever must obtain approval of the City Fire Department. This approval must be arranged through Rotary.
22. **EXHIBITORS AND MANAGEMENT:** During the show, business between the Exhibitor and Rotary shall be conducted through only one authorized representative of the Exhibitor.
23. **INSURANCE:** The Rotary will not be responsible for the safety of the exhibits against robbery, fire, accident, theft or other causes. The Rotary will carry liability insurance to cover patrons at the show. Exhibitors will be responsible for their own liability and property damage.
24. **ELECTRICITY:** There will be provided in each booth one duplex outlet serviced by 110v 15 amps. An extra charge will be made for additional outlets or special wiring. The Rotary will not supply extension cords, spotlights, light bulbs, special plugs, etc. Such items purchased from the show decorator shall be transacted between Exhibitors and the decorator. All wiring must be installed by the decorator.
25. **ADMISSION:** Admission will be by ticket only. Upon checking in at Rotary Headquarters each Exhibitor will receive six (6) name tags for those people who will staff their booth. These name tags will allow the booth staff to enter and exit the exhibition area. Additional name tags for staff, may be obtained upon request at Rotary Headquarters. Guests of the Exhibitors will pay full admission. It will be the responsibility of each Exhibitor to control the persons who will be working at their booth.
26. **FOOD: PLEASE NOTE!!! FOOD CANNOT BE GIVEN AWAY OR SOLD TO THE PUBLIC AND PATRONS AT THE SHOW.**
27. **PRIZE ELIGIBILITY:** Exhibitors and their employees working in the booth, Rotary members and their immediate families and any employees of the Home Show are ineligible to win the door prizes or the grand prize.
28. **ROTARY:** The official sponsor of this show is the Rotary International-Rotary Club of Saratoga Springs, New York, Inc.