



THE WEDDING PARTY ASSOCIATION, INC.
2013 Contract Agreement

MAIL SIGNED FORMS TO:
P.O. Box 635, Boise, ID 83701
www.TheWeddingPartyShow.com
208-921-9742
FAX: 208-376-5777

Email: info@theweddingpartyshow.com

In consideration for the right to participate as a merchant in the Wedding Show, Business Name: _____
Business Category _____
("Merchant") and the Wedding Party Association Inc. ("Wedding Party") agree to the terms below set forth.

RECITALS

- A. The Wedding Party has made arrangement to sponsor and produce a Wedding Party Show ("the show") for the combined benefit of merchants who cater to individuals and others ("brides") who may be interested in products and services involved in weddings and related affairs.
- B. The Wedding Party has leased a venue in which to conduct the show, which venue has its own contractual restrictions and requirements for use of said venue's facilities and accommodations.
- C. Merchant has informed the Wedding Party of its desire to participate in the show.

WITNESSETH

THEREFORE, the parties to this Agreement covenant and agree as follows:

1. APPLICATIONS TO THE WEDDING PARTY

Applications to the Wedding Party must be submitted in a manner approved by the Wedding Party at the address listed on page one of this Agreement. Merchants who have participated in past Wedding Party Shows without an open year shall be given priority of booth space.

2. PRIMARY AGREEMENT

In addition to the terms expressly set forth in this Agreement, the Merchant shall be bound by the provisions of the primary agreement that the Wedding Party may make with the venue as such may pertain to potential obligations of the Merchant and to facilitate the Wedding Party's obligation under the primary agreement. Upon acceptance of the Merchant for the Wedding Show, the Wedding Party shall provide the Merchant with a copy of said primary agreement along with **The Wedding Party Association, Inc. procedures and policies.**

3. FOUR MERCHANTS PER CATEGORY, ONE MERCHANT PER BOOTH, THREE REPRESENTATIVES PER BOOTH

The Wedding Party shall limit the number of Merchants in each category to four. Only one Merchant shall occupy a booth space and each booth space must represent only one category. The Wedding Party reserves the right to add a fifth merchant in each category under special circumstances. Booth spaces are limited to two booths per Merchant. No Merchant shall assign, sublet, or apportion the whole or any part of an allotted booth space. No other persons or businesses will be permitted to display products, distribute advertising material, within the booth space nor anywhere within the venue. **All businesses in The Wedding Party Show whether a multi-level business or a corporation shall not have more than 3 representatives in a booth at one time.**

4. BOOTH SPACES AND SCHEDULING

Each accepted and fully paid Merchant will be allotted a booth space. The space dimensions will depend on which leased venue the Wedding Show may be held. The Wedding Party shall make reasonable efforts to provide a booth space of approximately ten feet by ten feet plus two tables with linen, one chair and reasonable access to an electrical outlet. Merchant may decorate its assigned booth space with "pipe and drape" no higher than eight feet in the back and four feet high on the sides of the booth space. Any back drop above 8ft needs approval from the show producer. This height restriction does not apply to columns, arches or gazebos. The Wedding Party does not provide pipe and drape. Merchant may not display vinyl banners without prior written approval of the Wedding Show. **All signage must reflect the category you are in at the Show.** All signs and décor must remain within the plane of the assigned booth space, not suspended from the ceiling. Merchant will be responsible for any damage done to exhibit building such as fastening fixtures, nails, staples, tape or staples to the floors, walls columns or ceiling. Merchant shall also be responsible to damage done to The Wedding Show's owned or leased equipment.

5. EXHIBITS, INSTALLATION AND REMOVAL

The Wedding Party shall provide Merchant a time schedule for the stocking and installation of its products and promotional materials within their assigned booth space. Merchant may not insert nails, hooks, tacks, screws, or other similar items in the property of the leasing venue (i.e. walls, floors, or objects). Merchants that offer samples must provide a trash receptacle in their booth space and bi-hourly maintain the emptying of the receptacle. Absolutely NO live candles are permitted at the Wedding Show. Merchant will be held responsible for any damage caused by its employees or agents. No Merchant may dismantle nor remove its booth items in part or in whole, before the Wedding Show closes. Any Merchant who begins such before the end of the Wedding Show must replace the items and may be refused **the brides lead list** or participation in future Wedding Shows

6. SPACE ASSIGNMENT AND RELOCATION

The Wedding Party shall assign the booth spaces and reserves the right to relocate spaces and exhibits in its sole discretion.

7. MERCHANT CONDUCT

All Merchants and their agents shall wear professional attire, as they would wear at a professional office or at a wedding at all times while inside the venue. Each Merchant and its agents, without exception and at all times, shall also wear a badge with the Merchant's name. Any conduct not of a business or professional nature and/or any harassment in any form by a Merchant or its agents paid or unpaid, will not be tolerated. Merchants and their agents shall be expected to treat visitors and other merchants with respect and good manners at all times. No alcohol may be consumed by any agent during the Wedding Show. **Merchants may only market within their booth space.**

8. REMEDIES

Every Merchant obligation in this Agreement is material and the Wedding Party retains the right to seek all available avenues of damages and injunctions as may be appropriate to protect its rights. At the Wedding Party's discretion, Merchant may be asked to immediately leave (individuals and personal affects) the Wedding Show (and thus forfeiting its deposit, fees and Brides lead list). Additionally, the Wedding Party has the discretion to discontinue the Merchant from future Wedding Shows. All remedies available to the Wedding Party shall be deemed cumulative.

9. PRODUCTS AND SERVICES

All products and services represented by a Merchant must be in good taste and represent the highest moral standards and values. Nothing represented or displayed in a booth should be offensive to any vendor or visitor. This includes, but is not limited to: products, brochures, advertising materials, articles of clothing either worn or displayed, internet and musical lyrics. Final judgment is reserved by the Wedding Party. Each merchant planning to sell product at the show must display its Idaho Sales Tax Permit in its assigned booth space. It is the Merchant's responsibility to contact the Idaho State Tax Commission before the show and secure the necessary forms to report their sales. Merchants must also contact the Idaho Attorney General's Office before the show and follow all required laws pertaining to sales made at a trade show. If participating merchants are displaying brochures, advertising materials or business cards of a non-participating merchant/other shows in their booth space the Board of Directors has the right to remove the material or materials without merchants permission.

10. RECIPROCAL LINK/ WEBSITE

Wedding Party may provide the Merchant the opportunity to place their website link on the Wedding Party website. The Merchant shall have a reciprocal link to the Wedding Party on their website. Should Merchant require numerous changes to The Wedding Party Shows website additional charges may apply.

11. BRIDE'S LIST AND PROPRIETARY INFORMATION

The Wedding Party shall provide to Merchant a mailing list with the names of brides who register with the show within a reasonable period of time after the show. Merchants must pre-pay for printing costs involved in producing the list. The Bridal list must be ordered before the Monday following the show by 12 noon. The list will not be emailed, placed on a disc or faxed. Each merchant needs to make arrangements for pickup of the ordered brides list. Merchants that are in the Publications/Internet Category or producers or co-producers of a competing wedding show will have no access to the bride's list.

The Merchant acknowledges the mailing list as sole property and trade secret of the Wedding Party and that the Wedding Party shall copyright said mailing list. Merchant acknowledges that it may not duplicate copy, disclose, or make known the list for resale or distribution in any form or manner. The Merchant will be held liable for misuse of the list by an employee, past or present. Merchant acknowledges that use of the list to promote other businesses or other advertising sources such as shows or publications, even if combined with Merchant's information, is prohibited. In the event of such breach, the parties agree that five thousand dollars (\$5,000.00) as liquidated damages per offense shall be immediately due to the Wedding Party and that such amount is a reasonable amount of damages and not a penalty.

12. PAYMENT, NON-REFUNDABLE DEPOSIT, AND RETURNING MERCHANTS

Merchant covenants to pay the Wedding Party the sum of \$338.00 which represents fifty percent of the total price for each booth space. This deposit is NON-REFUNDABLE and must be received by the Wedding Party on or before April 1st. The Wedding Party reserves the right to reject a Merchant's application should any payment or its application be not timely received. Returning Merchants who wish to participate in the following year's Wedding Show must pay the Deposit, return their Application, and sign the Agreement before April 1st, of the same year. By failing to pay the non-refundable Deposit by the deadline, the Merchant is indicating their intent to withdraw their participation in the Wedding Show. If the Agreement, Application, and payment are forwarded by mail, the Wedding Party shall have no liability whatsoever to the Merchant if the postal service fails to deliver the Agreement. The Wedding Party retains the right to refuse acceptance of any merchant or close any category in this event. Final payment is due by September 30th of each year. Any merchant contracting out after October 1st must be paid in full. Merchants that need to make financial arrangements need to discuss this matter with the Wedding Party. Non-sufficient funds checks will incur a \$35.00 charge.

13. REQUIRED MEETINGS

Meetings are held twice a year in order to plan for the Wedding Show. Merchant shall have a representative attend all planning meetings. The Wedding Party will provide Merchant with the meeting schedule. Meetings will be held the first Tuesday in November and December.

14. GIFT BASKET/DRAWINGS / RAFFLES

Merchants are not required to give out gift baskets or gift certificates but may hold drawings and/or raffles, yet shall abide by the rules set forth in paragraph 13. No drawings of any kind will be held at Merchant’s booths that are in the publication category or producers or co-producers of a competing wedding show. The Wedding Party prohibits the advertising of a business or merchant that is not in the show.

15. FIRE SAFETY AND HEALTH REGULATIONS

The Merchant agrees to comply with all local and municipal laws, ordinances and regulations, and the regulations of the leasing venue including, but not limited to, health and safety. All exhibit materials and equipment will be reasonably located and protected by safety guards and devices where necessary. Motorized vehicle being displayed inside the show room must adhere to all requirements of the Idaho State law and The Boise City Fire Marshall. The Merchant must ensure that steps are taken so that no substances are spilled on carpets. Distribution of samples of food, cake, or other edible items is subject to approval by the Wedding Party and such distribution may require a temporary food permit which must be acquired from the Central District Health Department fifteen (15) days prior to the day of the Wedding Show. Merchant agrees not to deviate from the original menu submitted to the Central District Health. To assume all liability and indemnify and hold harmless the Wedding Party (including any employees either paid or unpaid or agents of the Wedding Party), and representatives of the same, for damage or injury which might ensue by reason of such distribution. Distribution of alcoholic beverages is prohibited.

16. INDEMNIFICATION AND INSURANCE

Merchant will be fully responsible for any loss or damage to Merchant's property by theft, fire, or casualty, and the Wedding Party (including any employees either paid or unpaid or agents of the Wedding Party) expressly disclaims any responsibility for the same. Merchant also agrees to indemnify and hold harmless the Wedding Party (including any employees either paid or unpaid or agents of Show Management) and the exhibition facility from and against any loss, expense, claims, damages, causes of action, injuries, suits or damages, suits to person or property, including attorney's fees arising out of or related to the setting up or operation of the Merchant’s booth space at the Wedding Party Show. Merchant shall procure or maintain an insurance policy. Merchant's insurance policy shall be obtained from a reputable insurance carrier and shall be in a minimum amount of one million dollars (\$1,000,000.00) for each occurrence. Failure to purchase an insurance policy may result in forfeiture of the Merchant's booth space, deposit, and fees. Merchant shall provide applicable loss-payable clauses in conformance with the interests of the parties to this Agreement and Wedding Party Association, Inc. shall be named a primary insured under the policy of insurance.

17. RESTRICTION ON LIABILITY

The Wedding Party shall not be responsible or liable for the loss of or damage to, any of the property of Merchant. Merchant shall, at its own expense, obtain the necessary insurance coverage with respect to loss by fire, theft, accident, or other cause. Merchant shall have no cause of action for incidental or consequential damages that may be alleged by a breach by the Wedding Party of its obligations toward Merchant. On the other hand, Merchant acknowledges that due to the Wedding Party’s obligations to the venue under the primary agreement and to other merchants, the Wedding Party may incur incidental and consequential damages due to Merchant’s breach of any of its obligations as envisioned in this Agreement.

18. CANCELLATION POLICY

Should Merchant cancel in writing prior to October 1st and has paid in full the booth space Merchant will be eligible for a fifty percent (50%) refund. No refunds for cancellations made after October 1st will be made, merchant will forfeit booth fee, booth and position in the show. Merchant canceling cannot give, sell, relocate or trade booth spaces.

19. INABILITY TO PERFORM

If the Wedding Party should be inhibited from holding the Wedding Show by any cause beyond its control or if it cannot permit the Merchant to occupy its booth space due to circumstances beyond its control including, but not limited to: strike, fire, civil disobedience, inclement weather, lockout, and acts of God, the Wedding Party will refund the Merchant the amount of the sums paid minus a proportionate share of the show expenses.

20. GOVERNMENT REGULATIONS

This agreement is subject to all laws, statutes, ordinances, orders, regulations, and directives that may be imposed by federal, state, and/or local governments.

21. MERCHANTS LICENSING , PERMITS ETC...

It is the participating Merchant’s responsibility to be in compliance with all city, state, and federal laws.

22. ATTORNEY FEES

If any party seeks the services of an attorney to enforce any provision of this Agreement, or any of the agreements between the parties, the prevailing party shall be entitled to reimbursement of all reasonable attorney fees, costs, and expenses incurred therein, except fees and costs associated in pursuing the invalidity of any of the provisions of this agreement. Included in costs and expenses are photocopies, long distance telephone calls, facsimile machine costs, computer assisted communications and research, demand correspondences, incidental and consequential expenses including but not limited to expert fees and costs, travel, meals, and lodging expenses for witnesses and parties. All fees and costs agreed to herein shall include all appeals.

23. ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement of the parties. No representations other than those expressly set forth in this agreement were made or relied on by either party. No agent, employee, or other representative of either party is empowered to alter any of the terms of this agreement except in a writing signed by an officer of each party.

**By Signing this Contract you have read and understand this agreement
along with our Policies and Procedures and the Boise Centre's policies and procedures.
Which are located on our website: www.TheWeddingPartyShow.com**

Executed on _____ day of _____, 2012

Wedding Party Association, Inc.
P.O. Box 635
Boise, ID 83701
[

Merchant's Signature _____

Print Name] _____

[Business Name] _____

[Address] _____