



2011 Terms, Conditions, and Agreements

Presented by
The Wedding Party Association, Inc.

MAIL SIGNED FORMS TO:
P.O. Box 635, Boise, Idaho 83701
www.TheWeddingPartyShow.com
208-921-9742
FAX: 208-376-5777
Email: wpboise@spro.net

The Wedding Party Association Inc.'s Wedding Show is not responsible for any agreement made by the Sales Representative which differs in any way from the terms, conditions, and agreements set forth herein; it is expressly agreed that the Wedding Party Association is not bound by any stipulation, representation, or agreement not embodied in this contract; Wedding Party Association, Inc.'s Board of Directors/Show Producer will be hereinafter referred to as "Show Management" /Producer and the client will be hereinafter referred to as "Merchant".

The signature of Merchant, or authorized agent for the company who is responsible for payment, must appear in the area designated "Authorized Signature", and such signature shall consent to the following terms, conditions and agreements "the Agreement" for said Merchant:

1...PAYMENT, NON-REFUNDABLE DEPOSIT, AND WAITING LIST

Returning Merchants

A fifty-percent (50%) non-refundable deposit "the Deposit" per booth is due and must be received by Show Management before April 1st, with the submission of this Agreement, and the Application.

Returning Merchants who wish to participate in the next year's show will 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 show. If the Agreement, Application, and payment are forwarded by mail, Show Management shall have no liability whatsoever to the Merchant if the postal service fails to deliver the Agreement. **The Show Management ultimately retains the right to refuse acceptance of any merchant or close any category in the event.**

Final payment in full is due by September 30th of each year. Any new merchant contracting out after October 1st must be paid in full. Merchants that need to make financial arrangements need to discuss this matter with Show Management/Producer. Non-sufficient funds checks will incur a \$35.00 charge.

New Merchants

New Merchants who wish to purchase a space in a category that is currently full can send a dated letter of intent to the Show Management at any time. The letters will be kept in a waiting list file for consideration when an opening becomes available. When an opening occurs in a category, the New Merchant whose letter has the earliest date will be given first opportunity to purchase the next vacant spot.

2...FOUR MERCHANTS PER CATEGORY AND ONE MERCHANT PER BOOTH

The number of Merchants in each category is limited to four. Only one Merchant may occupy a booth and each booth must represent only one category. **Management 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 a space allotted.

3...MERCHANTS -PRODUCTS, SERVICES, MATERIALS, AND STANDARDS

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 Show Management.

The trade show is limited to those persons and businesses that have contracted and paid for exhibit space. No other persons or businesses will be permitted to demonstrate products, distribute advertising material in the facility that includes business cards of another merchant not participating in the show. Merchant acknowledges that he/she may not promote, distribute, or display as part of their exhibit, or in any other way: information about a business not in the show through drawings etc., information about other bridal shows, publications, or any other source of advertising, without permission of Show Management. Any conduct not of a business or professional nature and/or any harassment in any form by a Merchant or an employee of a Merchant, either paid or unpaid, will not be tolerated and may result in a Merchant being asked to leave the show (and thus forfeiting their deposit and fees) by Show Management and being banned from participation in future shows

4...BOOTH SPACE, SIGNS, AND NAME BADGES

Each Merchant will be allotted the following: a booth space approximately 10 feet by 10 feet, 2 tables, 1 chair, linens, and access to electricity. Show Management **does not provide PIPE AND DRAPE.** If you chose to decorate your booth space with **pipe and drape it is requested but not required** that the back be no higher than 8ft high sides 4ft high. This **does not apply** to columns, arches, gazebos etc...

NO vinyl banners of any size may be displayed without prior approval by Show Management..

All Signage must be in the booth space not suspended from the ceiling of The Wedding Party Show designated venue.

Every person working in a booth must wear your business name badge without exception.

5...EXHIBITS, INSTALLATION, AND REMOVAL

A time schedule for installation of exhibits will be provided to the Merchant. Merchant will not insert nails, hooks, tacks, screws, or other similar items in the property of the leasing venue (i.e. walls, floors, or objects). Due to liability NO live candles are permitted at the show however battery operated candles can be used as an alternative. The Merchant will be held responsible for any damage caused by his employees or agents. No exhibit may be dismantled in part or in whole, nor may any part of the exhibit be removed, before the show closes. Any Merchant who begins tearing down before the end of the show will be asked to replace the items and may be refused participation in future shows.

6... SALES AT THE SHOW

Merchants may sell their products the days of the show, and Show Management will not charge any commission. If a Merchant plans to sell products or services, they must display their Idaho Sales Tax Permit in their booth. 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.

7...MERCHANT ATTIRE AND CONDUCT

All Merchants are expected to wear professional attire, as they would wear on the job or when attending a wedding. Merchants and their representatives are expected to treat customers and other merchants with respect and good manners at all times – before, during, and after the show. If a Merchant, or an employee of a Merchant, engages in offensive behavior or consumes alcohol, they may, at the discretion of Show Management, be asked to leave the show (and thus forfeiting their deposit and fees) and may be banned from future shows.

8...SPACE ASSIGNMENT AND RELOCATION

Exhibit space will be assigned by Show Management. Show Management reserves the right to relocate space of exhibits to avoid having competitive firms adjacent to or opposite each other. Show Management's determination with respect to assignment of space is to be binding on all parties.

9...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 vehicles 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 Show Management, and requires a temporary food permit which must be acquired from the Central District Health Department fifteen (15) days prior to the day of the event. Merchants who distribute edible items agree to assume all liability and indemnify and hold harmless Show Management (including any employees either paid or unpaid or agents of Show Management), show facility and representatives of the same, for damage or injury which might ensue by reason of such distribution.

Distribution of alcoholic beverages is prohibited.

10...BRIDE'S LIST AND PROPRIETARY INFORMATION

Show Management 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 list will not be emailed or faxed. 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 Show Management and that Show Management 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 of contract, the parties agree that five thousand dollars (\$5,000.00) as liquidated damages shall be immediately due and payable to Show Management. Further, Merchant may be asked to leave the show (and thus forfeiting their deposit and fees) by Show Management and may be banned from participation in future shows. Safeguards have been included in each Merchant's list to enforce the provisions of this Agreement. Merchant agrees that this provision of the Agreement will be enforceable for FIVE (5) years from the date of execution.

11...WEBSITE

Show Management shall provide the Merchant the opportunity to place their website link on the Show Management's website. **The Merchant shall have a reciprocal link to the Wedding Party show on their website.** If a Merchant fails to pay their non-refundable deposit by the deadline but is subsequently accepted into the show by Show Management, Merchant must pay a seventy-five dollar (\$75.00) fee to re-establish their web link to the Wedding Party Association website.

12...REFERRAL BONUS

A Merchant who refers a New Merchant, who participates in the event, will receive a \$25 referral bonus to be utilized towards the fees for the following year's show. In order to receive bonus referring merchant must follow through to completion of all papers, all phone calls and deposit.

13...GIFT BASKET/DRAWINGS / RAFFLES

You are **not** required to give out gift baskets or gift certificates however if you desire to have a drawing in your booth that is up to the individual Merchant.

Merchants who hold drawings and/or raffles shall abide by the rules set forth in paragraph 10. If you choose to have a drawing in your booth space it is **requested** by Show Management that you contact fellow merchants in the show for any gift certificates or giveaways see our website for a list of our merchants www.TheWeddingPartyShow.com.

If you chose **not** to use a fellow merchant Show Management requires no advertising of the business that you are using for your drawing see section 10.

No drawings or raffles 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

14...MEETINGS

Meetings are held twice a year in order to plan for the event. Merchants are requested to have a representative attend all planning meetings. A schedule of the planning meetings will be provided to the Merchant. Meetings will be held the **first** Tuesday in November and December. All new merchants are required to attend the November meeting optional to returning merchants. **December is a Required meeting for everyone.**

15...INDEMNIFICATION AND INSURANCE

Merchant will be fully responsible for any loss or damage to Merchant's property by theft, fire, or casualty, and Show Management (including any employees either paid or unpaid or agents of Show Management) expressly disclaims any responsibility for the same. Merchant also agrees to indemnify and hold harmless Show Management (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 at the Wedding Party Show.

Merchant is required to have 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.

16...RESTRICTION ON LIABILITY

Show Management/Producer shall not be responsible or liable for the loss of, or damage to, any of the property of Merchant, notwithstanding the provisions of Section 9 concerning location, protection by safety guards and devices where necessary. Merchant shall, at its own expense, obtain the necessary insurance coverage with respect to loss by fire, theft, accident, or other cause (please see above)

17...CANCELLATION POLICY

Deposits are not refundable. If Merchant cancels prior to October 1st and has paid their booth fee in full, they will be eligible for a fifty percent (50%) refund. No refunds for cancellations made after October 1st will be made. Merchants paid in full canceling 15 days before show will forfeit their deposit, lose their position in the show and will also occur a penalty determined by Show Management

18...INABILITY TO PERFORM

If Show Management/Producer should be prevented from holding the show by any cause beyond its control or if it cannot permit the Merchant to occupy his/her rented space due to circumstances beyond its control including, but not limited to: strike, fire, civil disobedience, inclement weather, lockout, and acts of God, the Show Management will refund the Merchant the amount of the rental paid by him/her, less a proportionate share of the show expenses and Show Management/Producer shall have no further obligation to the Merchant.

19...ENTIRE AGREEMENT

This writing 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.

20...CONTROLLING LAW

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Idaho without reference to its conflict of law principles.

21...PRIMARY AGREEMENT

In addition to the terms expressly set forth in this agreement, the parties agree to be bound by the provisions of the primary agreement that Show Management/Producer has made with the leasing venue, currently Boise Centre, for the use of the premises and the rules and regulations of Boise Centre concerning the exhibition and the use of the exhibit space, which are attached to this agreement. 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 Show Management suppliers equipment.

23...GOVERNMENT REGULATION

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

Executed on ____ day of _____, 201 ____.

Wedding Party Association, Inc.
Post Office Box 635
Boise, Idaho 83701

Merchant's Signature
[Print Name] _____
Business Name _____
Address _____

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