



Spring Home and Garden Expo

Saturday, April 6th, 2019

1:00pm – 4:00pm

East Tower Indoor Facility

Located Behind the East Tower Chamber Business Development Center

Vendor Contact Information:

Join us on Saturday, April 6th from 1:00 pm – 4:00 pm for the Crete Chamber’s Spring Home & Garden Expo at the East Tower Indoor Facility located Behind the East Tower Chamber Business Development Center. Come and meet with potential customers and an opportunity to spread the word about your organization while networking with other vendors.

Please complete this agreement exactly as you would like your company to be listed in our directory. For more information please contact the Crete Chamber at 402-826-2136 or email office.cretechamber@gmail.com. Additional information can also be found on www.cretechamber.org. Payment: Cash, Check Enclosed, Credit/Debit Card Payment - Call the office to schedule a debit/credit payment over the phone.

Company: _____

Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Website: _____ Facebook: _____

Booth Selection and Payment:

All booths will receive an 8ft table and two chairs that will be available free of charge. All additional supplies needed can be viewed in the Booth Use Section. Register & Payment Deadline: **Friday, March 29th by 4:30 pm**

Booth Options:

- _____ **\$40.00 - 10x10 Booth**
- _____ **\$75.00 - 10x20 Booth**
- _____ **\$120.00 - 10x20 Corner Space and Exterior Vendor Display Area**
(Limited to 2 vendors)
- _____ **EXTRA: \$10.00 Electrical Outlet**

Method of Payment:

- _____ Cash enclosed
- _____ Debit/Credit Card Payment
- _____ Check enclosed
- *Payable to the Crete Chamber of Commerce
- Total Payment Due: \$ _____

Spring Home & Garden Expo Contract:

All vendors sales are final. Payment must be made prior to the event and at time of registration

This agreement is entered into by and between SPING HOME & GARDEN EXPO, hereinafter referred to as "PROMOTER", and participating business hereinafter referred to a "VENDOR".

The East Tower Indoor Facility and Property in Crete, Nebraska will host the Spring Home & Garden Expo on April 6th, 2019 between 1:00pm – 4:00pm. Promoter desires that Vendor participate in such SPRING HOME & GARDEN EXPO and Vendor desires to participate in SPRING HOME & GARDEN EXPO. In consideration of the foregoing and promises and covenants contained herein, Promoter and Vendor agree as follows:

Booth Payment:

Vendor agrees to pay the agreed-upon sum for the rental of each booth he/she/it desires to have reserved for his/her/its use at the SPRING HOME & GARDEN EXPO. One booth of 10x10 space for a total amount of \$40.00, Two booths of 10x20 space for \$75.00 or a 10x20 Corner space and Exterior Vendor Display Area for \$120.00 owing from Vendor to Promoter and due by Friday, March 29th. In the event that electricity is needed, and additional \$10.00 is required.

Payment/Cancellation:

The SPRING HOME & GARDER EXPO agrees that in return for repayment paid to it by Vendor, as set forth in the paragraph above, the SPRING HOME & GARDEN EXPO will reserve for Vendor a booth(s) consisting of a partitioned space of the approximate size of 10 x 10 per booth, for the Vendor's use at the SPRING HOME & GARDEN EXPO. Vendor may select "preferred locations" but the SPRING HOME & GARDEN EXPO will have the final say on booth location.

Vendor agrees and acknowledges that because Promoter will be serving the particular booth space(s) that the Vendor selects; Vendor's payments to Promoter, as set forth above are non-refundable.

Vendor Booth Details:

Provided: Booth spaces will be provided with one table and two chairs for vendor's booth(s) and a sign designating Vendor's occupancy of such booth(s). It is agreed that Vendor may provide and use his/her/its own sign if he/she/it so desires, so long as such sign remains within the confines of the booth(s) reserved.

Restrictions: The East Tower Indoor Facility and Property requires posters to be mounted on easels and/or individual holders. Staples, tacks, and nails are prohibited and are not to be used on any building surface or equipment. No stickers can be used or distributed. Tape of any type is prohibited in all areas of the building. Glitter and confetti may not be used in any part of the building.

Booth use: All booths will receive an 8ft table and 2 chairs free of charge. It is the responsibility of the vendor to bring any additional items that they may need for their booth included, but not limited to: extra tables and chairs, extension cords, display racks, signage, tablecloths and etc. for their booth. No additional supplies will be provided.

Vendor may use the booths reserved in any manner related to the purposes of SPRING HOME & GARDEN EXPO, so long as such use is not prohibited by statute, ordinance or other law or does not contravene regulations of or rights belonging to the East Tower Indoor Facility and Property, Promoter, or is not offensive to or an infringement upon the rights of participants occupying adjacent or neighboring booths. Vendor agrees and acknowledges that Promoter may contract with other persons or entities for their participation in such SPRING HOME & GARDEN EXPO, even though such other persons or entities may or do provide the same merchandise, products, or services substantially similar to those provided by Vendor.

Selling & Sharing Booth: Vendor agrees to limit his/her/its use of the booth or booths and participation in the SPRING HOME & GARDEN EXPO exclusively to the Vendor's sole trade name noted as "Vendor." Additional trades, businesses, names, or individuals may not be advertised or represented at or during the SPRING HOME & GARDEN EXPO by the Vendor. Vendor's use of his/her/its booth(s) may include the sale of merchandise with the exception of alcoholic beverages, but if Vendor chooses to sell merchandise at such SPRING HOME & GARDEN EXPO, Vendor shall make arrangements for and be responsible for cash registers or other equipment deemed necessary by the Vendor for the sale of merchandise.

Food/Beverage Vendor: It is agreed that if a primary purpose of Vendor's business is the supplying of food items, Vendor may provide samples of food items free of charge to persons in attendance at such SPRING HOME & GARDEN EXPO. If Vendor intends to provide free samples of food items, he/she/it shall make arrangements for and assume full responsibility for all equipment and/or measures necessary to keep such food items in edible condition and safe for human consumption. Under no circumstances may Merchant sell or provide free samples of alcoholic beverages at such SPRING HOME & GARDEN EXPO without the approval of the East Tower Indoor Facility and Property.

Damages:

It is agreed that with regard to merchandise or other items which Vendor intends to have in his/her/its booth or booths at such SPRING HOME & GARDEN EXPO, Vendor shall assume full responsibility for the following: transporting such merchandise or other items to the East Tower Indoor Facility and Property; arranging such merchandise or other items in Vendor's booth or booths; displaying, selling, discussing, or such merchandise or items or equipment from the East Tower Indoor Facility and Property following the close of such SPRING HOME & GARDEN EXPO; and assuming such merchandise or items or equipment to the location desired by Vendor following the close of such SPRING HOME & GARDEN EXPO.

Set-Up / Take Down:

Promoted agrees that between the hours of 9:00 am – 12:00 pm on Saturday, April 6th vendor may bring merchandise and other items or equipment to the East Tower Indoor Facility and Property in preparation for such SPRING HOME & GARDEN EXPO and Vendor may arrange its displays during such time period. It is agreed and acknowledged that Promoter assumes no liability for theft of or damage inflicted upon merchandise, other items, or equipment left at the East Tower Indoor Facility and Property by Vendor at any time on Saturday, April 6th, 2019. It is agreed that the Vendor shall remove from the East Tower Indoor Facility and Property all merchandise or other items or equipment of such Vendor's no later than 6:00 pm on Saturday, April 6th, 2019 and that Vendor shall indemnify Promoter and hold Promoter harmless from any loss or damage resulting to Promoter from Vendor's failure to do so.

Show Liability:

It is agreed and understood that Promoter assumes no liability to any individual or entity arising from Vendor's or Vendor's agents, employees' or representatives' negligence, other conduct or other actions, including, but limited to, the selling or supplying of merchandise or products of any nature or food items, and that Vendor shall indemnify Promoter and hold Promoter harmless from any liability arising from any cause to this paragraph.

It is agreed and understood that Promoter shall have no liability to Vendor in the event that such SPRING HOME & GARDEN EXPO cannot be held because of any legal action or the East Tower Indoor Facility and Property being destroyed, significantly damaged, or otherwise rendered unsuitable for such SPRING HOME & GARDEN EXPO as a result of fire, natural disaster, catastrophe, or calamity, or act of God or the unlawful actions or persons.

It is agreed and understood that this written agreement constitutes the entire agreement between the parties and that such an agreement may not be modified except by a writing signed by both parties to this agreement. It is further agreed that this agreement shall be governed by and interpreted according to the laws of the State of Nebraska.

Vendor's Signature: _____ **Date:** _____

***ALL VENDOR SALES ARE FINAL**

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(402) 826 - 2136