

2018-2019



Please Return Completed Form to:
Solid WOOD Promotions, LLC
 6 Loren Drive
 Queensbury, NY 12804
 P-(866) 607-4108
www.loghomeshows.com

FAX Back:
(518) 618-1413

Exhibitor Info Show Hours-**3-Day**:FRI: 1pm-7pm; SAT:10am-6pm; SUN: 10am-4pm

Company Name: _____
 Address: _____
 City/State/Zip: _____
 Contact: _____ Title: _____
 Phone: _____ Fax: _____ Email: _____
 Exhibit type: _____

Exhibit Space Check/circle/choose **Invoicing** Send to: Same as above Contact: _____

<input type="checkbox"/> -Sacramento: California Sept 14-16, 2018 Cal Expo- Building C 8/10x10: 10x20: 20x20: Bulk: 20x30 Booth 1st _____ Choice 2nd _____	<input type="checkbox"/> -Great Lakes Bay: Michigan Oct 12-14, 2018 Frankenmuth Credit Union Event Cntr – South Arena 8/10x10: 10x20: 20x20: Bulk: 20x30 Booth 1st _____ Choice 2nd _____	<input type="checkbox"/> -Allentown: Pennsylvania Jan 4-6, 2019 Allentown Fairgrounds- Agri-Plex Annex 10x10: 10x20: 20x20: Booth 1st _____ Choice 2nd _____	<input type="checkbox"/> -Columbus: Ohio Jan 25-27, 2019 Ohio State Fairgrounds- Rhodes Center Building 8/10x10: 10x20: 20x20: Bulk: 20x30 Booth 1st _____ Choice 2nd _____	<input type="checkbox"/> -Pittsburgh: Pennsylvania Feb 8-10, 2019 Monroeville Convention Cntr- North Hall 10x10: 10x20: 20x20: Bulk: 20x30 Booth 1st _____ Choice 2nd _____	<input type="checkbox"/> -Lake George: New York May 3-5, 2019 Lake George Forum 10x10: 10x20: 20x20: Bulk: 20x30 Booth 1st _____ Choice 2nd _____
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Payment **Total Due \$** _____

(Booth cost does not include material handling, labor, electrical, decoration or other available auxiliary services.)
Terms: 50% (of total) due upon receipt of contract. Balance of payment due 30 days prior to opening show date. 100% due if contract is within 30 days of opening show date.

Please find my check payable to **Solid WOOD Promotions LLC** Amount \$ _____
 Charge to my: VISA MASTERCARD Amount \$ _____

or

CREDIT CARD ACCOUNT NUMBER: _____

EXPIRATION DATE: _____

CID CODE: _____

Check here to authorize final payment on this card 30 days out:

Cardholder's Name: _____ Signature: _____

2018-2019 Exhibit Agreement - JLTHTS

This EXHIBIT SPACE AGREEMENT (this "Agreement") is for exhibit space in Johnson's Log Home & Timber Frame Show (the "Show") checked above and is made by and between Solid Wood Promotions LLC ("Show Management") and the person or entity set forth below ("Exhibitor"). By signing below I/we acknowledge that we have read and understand this document in its entirety and agree to abide by its terms and conditions as well as those of the "rules and regulations" as found in the exhibitor services manual and those of the governing body of the convention center and its surroundings.

Signature of Authorized Company Agent: _____ Date: _____
 Printed Name of Company Agent: _____ Title: _____

See reverse for Exhibit Space Agreement terms and conditions.....

**2018/19TERMS AND CONDITIONS -
Johnson's Log Home & Timber Frame Shows - (866) 607-4108 - FAX (518) 618-1195
Produced by Solid WOOD Promotions, LLC**

**-SPECIAL NOTICE-
Any variation (s) from the following
Terms & Conditions for a specific
show will be spelled out in a
"Special Memo" and in the
"Rules and Regulations" for that show.**

EXHIBIT FEE PAYMENT SCHEDULE

For contracts executed on or before
60 days out from opening show date the
following schedule applies:

- Initial 50% of the total exhibit fee due with signed agreement
- Final 50%, for a cumulative 100% of exhibit fee, due no later than **30 days from opening show date.**

-For contracts that are executed within **60 days and before 30 days out of opening show date** require the initial 50% of the total exhibit fee within five (5) days of this contract's execution. The final payment follows the schedule above.

-Contracts that are executed **within 30 days of opening show date** require 100% of the total exhibit fee within five (5) days of execution.

* Exhibitor agrees that any application accepted without a deposit pending invoice to Exhibitor shall be deemed valid and binding as if a deposit had been made. Exhibitor understands and agrees that no portion of this payment is refundable, and that, except as outlined in the paragraph titled "CANCELLATION OF PARTICIPATION BY EXHIBITOR" of the Terms and Conditions of this contract, Exhibitor is liable for the total space contracted for.

ASSIGNMENTS

Exhibitor shall not assign, sublet, transfer, or sell its rights hereunder to a third party.

BOOTH DESCRIPTION

Exhibit space is defined as 10' wide by 10' deep and shall include:

1. Pipe and Drape- 8' high back and 3' high side rails (Pipe and drape not included for islands and is the responsibility of the exhibitor)
2. Aisle Carpeting (per show)
3. Company ID Sign
4. Mention in Show Program

BOOTH FEES DO NOT INCLUDE

1. Electrical Service
2. Booth floor covering
3. Phone/Internet hookup
4. Any other amenities not listed above

MOVE -IN/MOVE -OUT

Move-in: 20x20 and larger **AND** all those who require drive-on: 3-Day/Thursday's- 10am-5pm; All others: Friday's- 8am-12pm
Move-out: Sunday's- 4pm-10pm and Monday's- 8am-Noon. (Please refer to your Exhibitor Service Manual for more EXACT details pertaining to Move-in and Move-out.)

BOOTH DISPLAY REGULATIONS

1. Booth design, construction and signage must be in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Service Manual. 2. Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by The Show Producer, Solid Wood Promotions, LLC (SWP)

FACILITY REGULATIONS

The exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.

1. The Exhibitor agrees to abide by all rules and regulations set forth in the Exhibitor Service Manual. 2. The Exhibitor agrees to observe, to the extent applicable, all union contracts and labor relations agreements in force. 3. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space. 4. The exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in the license agreement.

RIGHT TO OFFSET

SWP shall have the right to offset the amount of any obligation due and owing to SWP from the Exhibitor whether under this agreement or any other agreement between SWP and Exhibitor. SWP may cancel this contract in the event that Exhibitor is past due on any amounts due to sponsor for any reason.

**CANCELLATION OF PARTICIPATION
BY EXHIBITOR**

All exhibitor participation cancellations must be received by SWP, in writing via certified mail (return receipt requested). The date of cancellation shall be the date that SWP received the written cancellation. If SWP does not receive any notice of cancellation, in writing via certified mail (return receipt requested), the Exhibitor will be liable for 100% of the exhibitor cancellation fee. Both the Exhibitor and SWP acknowledge that, in the event of cancellation, SWP will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not a penalty) if Exhibitor cancels its participation. If written notice of participation cancellation is received by SWP prior to 60 days of the show opening date, Exhibitor agrees to pay a cancellation fee of 25% of the total exhibition fee. If written notice of cancellation is received within 60 days and before 30 days of the opening show date, exhibitor agrees to pay a cancellation fee of 50% of the total exhibition fee. If written notice of cancellation is received on or after 30 days of the show opening date, Exhibitor will be liable for 100% of the total exhibition fee. All cancellation fee (s) are payable immediately upon cancellation. The above cancellation fee (s) terms shall apply regardless of the execution date of this Contract.

EXHIBITOR BREACH

SWP reserves the right to cancel the Exhibitor's participation if the Exhibitor breaches any of its obligations or does not comply with the terms and conditions of this Contract. Should SWP cancel the Exhibitor as per this section, the Exhibitor will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in the Paragraph above.

HOLD HARMLESS /INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless SWP and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, SWP, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law and, (iiii) charges arising from or as a result of any unauthorized use of any Work by exhibitor, its agents representatives, employees and those for whom the Exhibitor is responsible in law. (iiiiii) SWP makes no representations or warranties, express or implied, regarding the number of persons who will attend or the success of the Event or regarding any other matter.

LIABILITY AND INSURANCE

a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to SWP for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name SWP as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. Proof of coverage is required.

b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs.

c) Neither SWP nor the facility will assume liability for loss for damage, through any cause, or equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) SWP is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of SWP, including but not limited to casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, SWP will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

MISCELLANEOUS

1) This Contract is irrevocable, and the rights of SWP under this Contract shall not be deemed waived except as specifically stated in writing by an authorized representative of SWP. The Exhibitor further agrees that upon acceptance of this agreement by SWP with or without appropriate or timely payment of any and all fees, this agreement shall become binding and enforceable in accordance with its terms. This Contract will be binding on the Exhibitor's and SWP's successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement. 2) Consent to Jurisdiction and Venue: Exhibitor and Show Producer agree that any legal or equitable action for claims, debts or obligations arising out of or to enforce any terms of this Agreement may be brought by Show Producer in the Supreme Court of Warren County, New York, and that this Court shall have personam jurisdiction over the parties and venue of the action shall be appropriate in this Court. 3) Choice of Law: This Agreement shall be governed by and construed in accordance with the Laws of the State of New York. 4) No alteration or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto. 2) Exhibitors are responsible for making their space accessible in accordance with the Americans with Disabilities Act (ADA).