



## EXHIBITOR AGREEMENT

Signed copies of this agreement should be emailed to [pswitchenko@capecodonline.com](mailto:pswitchenko@capecodonline.com) or faxed to 508.778.0330.

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

CONTACT PERSON/PEOPLE THAT WILL BE AT YOUR TABLE:

\_\_\_\_\_

Tables come with the following: 6' or 8' table, white linen tablecloth, two chairs and table number. Power and WiFi access are included.

Please specify:

Type of Table: \_\_\_\_\_ (See Ladies Night Out Packages on separate sheet)

Total Table Fee: \_\_\_\_\_

Electricity needed? Yes/No \_\_\_\_\_ If Yes, what are the power supply requirements (amps)? \_\_\_\_\_

Please specify if Audio/Visual Equipment needed \_\_\_\_\_ (separate fee applies)

Total Payment: \_\_\_\_\_

If applicable, please describe below any prepackaged specialty items that you plan to prepare and display (e.g. jams, jellies, baked goods etc.). Special permission must be granted by the Hotel.

\_\_\_\_\_

\_\_\_\_\_  
Exhibitor Signature and Date

## **Exhibitor Agreement**

Following are terms and conditions governing rental of exhibit space for Ladies Night Out 2017. As the Exhibitor, your signature below constitutes a binding agreement to abide by all the terms and conditions set forth herein.

1. ORGANIZER. The word "Organizer" as used herein shall mean Cape Cod Media Group or its officers, agents or employees acting for it in the management of Ladies Night Out 2017.
2. ELIGIBLE EXHIBITS. The Organizer reserves the right to determine whether any company, organization, product or service is suitable for inclusion at the Ladies Night Out 2017. This determination may be made at any time before or during Ladies Night Out 2017.
3. LIMITATION OF LIABILITY. The Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Organizer, its officers, agents or employees, nor against the owner or management of the Ladies Night Out 2017 venue, for loss, theft, damage or destruction of property, nor for any bodily injury to Exhibitor or its employees or agents, while inside the Ladies Night Out 2017 venue or on the venue grounds.
4. INSURANCE. The Organizer will carry liability and damage insurance for Ladies Night Out 2017 as required by the event venue. However, said insurance will not under any circumstances cover losses of any kind incurred by the Exhibitor, nor cover the Exhibitor in case a claim of liability arises between the Exhibitor and any attendee. Exhibitors are responsible for obtaining their own general liability insurance for Ladies Night Out 2017 dates, including set-up and take-down times. The Exhibitor hereby indemnifies Organizer and the owners and management of Ladies Night Out 2017 venue against any claim or suit arising between Exhibitor and any attendee during the period of Ladies Night Out 2017.
5. SOUND DEVICES. Exhibitor's use of devices for amplification of sound or music is subject to the approval of the Organizer and must not intrude upon nearby exhibit spaces.
6. TABLE ASSIGNMENT. The Organizer reserves the right to assign all Exhibitors table spaces and may relocate the Exhibitor to a different comparable table space in order to optimize the venue floor plan or otherwise serve the overall good of Ladies Night Out 2017.
7. NO SMOKING. Smoking is prohibited at all times throughout the venue facilities, including loading areas.
8. ACTS OF GOD, FIRES, STRIKES, ETC. In the event that any cause or occurrence beyond the Organizer's control, such as war, fire, strike, quarantine or other emergency, prevents Ladies Night Out 2017 from taking place on the specified dates, the Organizer may retain Exhibitor's payments for expense compensation.
9. PAYMENT OF TABLE FEE. Cape Cod Media Group credit terms apply to this event. Exhibitors with established credit may be invoiced. Those without established terms may apply by September 26, 2017. Prepayment is required for businesses without pre-approved terms.
10. COMPLIANCE WITH LAW. The Exhibitor agrees to comply with all applicable local, state and federal laws while participating in Ladies Night Out 2017.
11. EXHIBITOR CANCELLATION. If Exhibitor cancels exhibit table registration prior to the start of Ladies Night Out 2017, the following refund policy applies: If cancellation occurs by September 15, 2017 the Organizer will refund the Exhibitor's table rental payment, less a service charge of \$50. If cancellation occurs by October 18, 2017 the Organizer will retain an amount equal to 50% of the full table price and refund the remainder of Exhibitor's rental payment. If cancellation occurs on or after October 19, 2017 the Organizer will retain 100% of the Exhibitor's table rental payment. In case the Exhibitor has paid additional fees for optional table services (e.g. phone, special furniture, etc), it is solely the Exhibitor's responsibility to notify the applicable service provider(s) of the cancellation and to arrange refunds if allowed.
12. LOAD-IN and BREAK-DOWN. Load-in takes place Thursday, October 26, 2017. Set-up is permitted Thursday, October 26, 2017 between 8 am and 4 pm. Ladies Night Out 2017 ends on Thursday, October 26, 2017 at 8 pm. Take-down takes place from 8 pm to 9 pm on Thursday, October 26, 2017. Organizer has received a signed copy of this agreement along with full payment for table rental.

13. NO EARLY TAKE-DOWN. Exhibitor agrees not to begin dismantling the table or display materials without Organizer permission before 8 pm on Thursday, October 26, 2017. Failure to comply with this provision may result in exclusion from future Ladies Night Out 2017 events.

14. VENUE WALLS. Nothing may be attached to any wall of the venue exhibit rooms. Driving nails, staples or the use of tape on the walls is prohibited. All displays must be free-standing. If the exhibit space is damaged by the Exhibitor, charges will apply and must be paid before move-out.

15. TAXES AND LICENSES. The Exhibitor is personally responsible for the collection and payment of all applicable sales taxes and for payment of any applicable state and local fees or licenses associated with exhibiting at Ladies Night Out 2017.

16. FOOD AND BEVERAGES. Inside the Ladies Night Out 2017 venue, all catered food and beverage to be supplied by the hotel unless special permission has been granted for prepackaged specialty items prepared and displayed by the exhibitor (e.g. jams, jellies, baked goods etc.). All catered food and beverage is to be consumed on the premises. Guests are not permitted to bring catered food or alcohol onto or off the premises.

17. FAILURE TO COMPLY with the foregoing terms and conditions may, at the Organizer's sole discretion, result in the Exhibitor's exclusion from Ladies Night Out 2017, loss of deposits paid, and/or other fees and remedies.

EXHIBITOR'S DECLARATION: I have read and agree to abide by all the terms and conditions set forth in this Exhibitor Agreement. My signature on this page applies equally to all pages of this Exhibitor Agreement.

Signature \_\_\_\_\_ Date\_\_\_\_\_

Print Name \_\_\_\_\_

Title\_\_\_\_\_

Company/Organization \_\_\_\_\_