



1st Annual
EAST IDAHO
HOME & GARDEN SHOWS

May 20-21, 2016
Rexburg, Idaho

PLEASE COMPLETE THIS AGREEMENT AND:
EMAIL: ted@rexburgchamber.com
OR MAIL TO: Rexburg Area Chamber
127 East Main St.
Rexburg, ID 83440
TELEPHONE: (208) 356-5700

FOOD VENDOR APPLICATION/CONTRACT

This contract is for food vendors only. Crafter & commercial vendors please email: info@rexburgchamber.com

1. Company Name _____ Where you contacted by Elite Events? _____
 Contact _____ Title _____
 Email Address _____ Website _____
 Address _____
 City _____ State _____ Zip Code _____
 Phone _____ Mobile _____ Fax _____

2. **EXHIBIT SPACE**

Booth Sizes: (Does not include table and chairs)
 Single Booth (10'x10') \$100 \$ _____
 Trailer Spot (10'x20') \$150 \$ _____

Add On: (Must select to have available at show)
 Table \$10 each \$ _____
 Chairs \$5 each \$ _____
 Electricity to Booth (shared) \$25 \$ _____
 Electricity to Booth (Private 20 amps) \$50 \$ _____

TOTAL COST OF SPACE \$ _____
 Marketing Opportunities (ask sales rep for details) \$ _____
TOTAL INVESTMENT \$ _____

3. **PRODUCT DISPLAYED**

We will exhibit the following products and/or services.
 (Only the products that are listed below may be exhibited and must have Show Management approval)

OFFICE US ONLY

Date Received: / /
 Approval Email: / /
 Booth Assigned: / /
 Booth #: _____

Event Listed: / / Web
 Listing: / / Tickets
 Sent: / / Payment Method
 ___ Check # _____
 ___ Credit Card
 Cash

4. **ALL FOOD VENDORS MUST ATTACH PERMIT FROM:**
 Eastern Idaho Public Health District
 1250 Hollipark Drive - Idaho Falls - (208) 523-5382

PAYMENT

PLEASE FIND MY CHECK ENCLOSED (PAYABLE TO Rexburg Area Chamber of Commerce) **OR** \$ _____

CHARGE TO MY _____ VISA _____ MASTERCARD _____ DISCOVER _____ \$ _____

CREDIT CARD ACCOUNT NUMBER _____ EXP DATE _____ SECURITY CODE _____ BILLING ZIP _____

CARD HOLDER'S NAME _____ SIGNATURE _____

5. **PAYMENT SCHEDULE *Payment schedule only applies to contract with credit card on file.**

50% with signed contract • Balance due May 16, 2016

Amount \$ Amount \$

Check Here: _____ I authorize Rexburg Area Chamber of Commerce to process the final payment (due May 16, 2016) on credit card above.

By signing this Agreement, the Exhibiting Company agrees to the Rexburg Area Chamber of Commerce Agreement Terms and Conditions found on the reverse side of this Agreement. Any change in the Exhibiting Company's mailing address, show guide information, brand names or product listings must be communicated in writing. Filming may be in progress at the event. By exhibiting in this event, you agree to allow for your image to appear in our videotaping and photography for any and all commercial purposes. Please retain a photocopy of this form for your records. Terms and conditions on reverse side.

6. _____ Date: _____
 Signature

Rexburg Chamber Spring Fair

May 20 & 21,
2016

Contract Terms & Conditions

1. Vendor is responsible for, and must obtain, all permits and licenses required to participate in the show, including a sales tax permit and clearance from the Idaho Department of Health and Welfare.
2. Vendor's exhibit materials must meet fire and safety regulations. Authorities may confiscate or remove any non-conforming materials.
3. Vendor will not use, store or transport any hazardous materials at show.
4. No open flames or cooking grease permitted at show.
5. Vendor will not cause or permit beer, wine, liquor or any other alcoholic beverage of any kind to be sold, given away or used at the show.
6. No smoking is permitted at the facility hosting the show (the "Facility").
7. Parking at the Facility is limited to areas designated for Vendor's employees, agents and representatives.
8. Exhibits must be fully set-up by **11:00am on Friday, May 20, 2016**, or Vendor will be subject to a \$50.00 penalty. Vendors will be allowed to set-up from **2:00pm to 8:00pm on Thursday, May 19, 2016**.
9. Vendor's exhibit must be open and staffed during all show hours: **Friday May 20, 2016, Noon to 9:00pm & Saturday May 21, 2016, 9:00am to 6:00pm**.
10. **Vendor may not dismantle its exhibit until after the show closes on Saturday, May 21, 2016, at 6:00pm.** Vendor must dismantle and remove its exhibit from the Facility by **9:00pm, May 21, 2016, or Vendor will be subject to a \$50.00 penalty.** Rexburg Chamber may remove and dispose of any exhibit materials remaining after this deadline at its discretion and without liability to Vendor.
11. The Rexburg Chamber of Commerce does not guarantee attendance or booth traffic at the show.
12. Vendor may not sublet or reassign booth space without written permission.
13. Vendor will display only those products specified in the application, unless prior written approval is given by the Rexburg Chamber at its discretion.
14. All audio or visual media played or displayed in Vendor's exhibit must be authorized in writing by the copyright owner as required by law.
15. Vendor's exhibit will not visually, physically or audibly disturb aisles or adjacent vendors. (No side walls over 4 feet.)
16. Vendor will not attach any materials to columns, walls, floors or any other part of the Facility or to any furniture at the Facility. Banners may be attached with zip-ties or twine. Vendor will return its exhibit space to prior set-up condition or better.
17. The Rexburg Chamber may reject or restrict any exhibit, in part or in whole, at its discretion.
18. The Rexburg Chamber will assign booth space at its discretion and may change any booth assignments. Booth assignments will be posted the morning of set-up.
19. This contract is non-cancelable by Vendor. If due to unforeseen circumstances Vendor is unable to participate in the show, Vendor will notify the Rexburg Chamber in writing on or before **May 10, 2016**. On receipt of Vendor's notice, Rexburg Chamber may, at its discretion, attempt to find another vendor to occupy Vendor's exhibit space. If successful, Rexburg Chamber may refund all or any portion of any amounts prepaid by Vendor.
20. Vendor is responsible for any loss, theft or destruction of its goods or property while at the show. To the fullest extent allowed by law, Rexburg Chamber and the owner/operator of the Facility, and their respective officers, directors, members, employees, agents and representatives, are not responsible for the acts or omissions of any security equipment or security personnel.
21. Vendor hereby grants the Rexburg Chamber and its designates the right to use photographs, audio/video creations or other renderings of Vendor's exhibit space at the show for an unlimited period of time for its own purposes without compensation.
22. Vendor may not use the logo for the show or any other tangible or intangible property of the Rexburg Chamber or the owner/operator of the Facility without prior written consent.
23. Vendor shall protect, indemnify, defend and hold harmless Rexburg Chamber, the owner/operator of the Facility and any person associated with the sponsorship or administration of the show, and their respective officers, directors, members, employees, agents and representatives, (collectively, the "Indemnified Parties") for, from and against any third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, costs, expenses, legal fees and disbursements, and accountants' fees and disbursements, incurred by, borne by or asserted against any of the Indemnified Parties that relate to, arise out of or result from Vendor's participation in the show.
24. THE INDEMNIFIED PARTIES' MAXIMUM LIABILITY FOR DAMAGES IN CONNECTION WITH THIS CONTRACT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY VENDOR TO Rexburg Chamber FOR EXHIBIT SPACE AT THE EXPO. IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO VENDOR OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS OR GOODWILL, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OR KNEW OF THE POSSIBILITY OF THE DAMAGES. THE FOREGOING LIMITATION OF LIABILITY APPLIES EVEN IF ANY REMEDY UNDER THIS CONTRACT FAILS OF ITS ESSENTIAL PURPOSE.
25. If all or any portion of the show is not held due to war, fire, strike, government regulation or restriction, natural or public catastrophe or any other event of force majeure, Rexburg Chamber will refund to Vendor any prepaid amounts on a pro rata basis. None of the Indemnified Parties will be liable if the Facility is damaged from any cause whatsoever.
26. By entering into this contract the parties do not intend to undertake a joint venture. Neither party will be the agent of the other and neither party will have any authority to create or assume any obligations whatsoever in the name of the other party or on its behalf. This contract establishes a business relationship between Vendor and Rexburg Chamber. Vendor hereby acknowledges that Rexburg Chamber may communicate with Vendor via fax, email, telephone, U.S. mail or any other method. Vendor may opt out of receiving these communications at its discretion.
27. The substantially prevailing party in any suit, action or proceeding brought in connection with this contract will be entitled to payment by the other party of all attorneys' fees, collection costs, court fees and other expenses incurred by the substantially prevailing party, regardless of whether incurred before or after judgment. All notices under this contract must be in writing. Notices will be effective if delivered personally, mailed by certified mail (return receipt requested) or delivered by recognized commercial courier addressed to the other party at their last known business address. This contract and any interpretation thereof will be governed by the laws of the State of Idaho. Facsimile signatures will have the same legal effect as original signatures. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and neither party will be bound by any terms, conditions or representations not set forth in this contract. Neither party will be bound by any oral agreement or special arrangements contrary to the terms and conditions of this contract, and no agent or employee of the Rexburg Chamber has the authority to vary any of the terms and conditions of this contract, except pursuant to a duly authorized and executed written amendment or waiver to this contract. If any portion of this contract is declared invalid under applicable law, such declaration will not affect the remaining terms of the contract, all of which will remain in full force and effect.