

TERMS AND CONDITIONS / Official Rules of the Brownsville Antique Faire

The following terms and conditions define the agreement between the Vendor/Dealer as EXHIBITOR and the Brownsville Chamber of Commerce as SHOW MANAGEMENT. Participating in the show is contingent on agreeing to, as well as adhering to, these rules.

- 1. LAWS, RULES AND REGULATIONS:** All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. The Exhibitor agrees to keep all merchandise and other equipment within the marked boundaries of the booth.
- 2. SPACE RENTAL:** Each Agreement between Exhibitor and Show Management will designate a space area or booth number in conformity with the lay out for the show. Due to last minute changes that might be unforeseen by the Show Management the Exhibitor may be required to relocate.
- 3. OPERATIONS MANAGER:** Exhibitor is required to follow the instructions given to them by the operations manager to insure smooth operation of the show in addition to unloading and loading of merchandise. Any Exhibitor who will not follow the operations manager's instructions may be asked to leave the show and will not be allowed to return as an exhibitor.
- 4. BOOTH STAFFING:** The Exhibitor agrees that the booth under contract will be open and adequately staffed during the show hours. In the event the Exhibitor does not arrive to fill their space (a no show) by 7:30 am on Saturday, the consequences will be that the exhibitor will not be invited to return. Show Management will then occupy said space in such manner as it may deem best for the interest of the show. In the event of a no show, Show Management will retain all funds, no refund will be made and any outstanding balance will still be due.
- 5. CONTENT OF BOOTH:** Show Management reserves the right to approve the contents and character of all exhibits and reserves the right to prohibit or expel any merchandise that is out of keeping with the character of the show.
- 6. RELEASE AND HOLD HARMLESS AGREEMENT:** This request to reserve vendors space constitutes an express contractual agreement between the exhibitor and the Brownsville Chamber of Commerce. It is understood and agreed that by completion of the Vendor Dealer Contract and making payment, the exhibitor fully and finally release and hold harmless both Brownsville Chamber of Commerce, its agents, and employees, and the City of Brownsville, its agents and employees from any and all liability for all claims of every nature and kind whatsoever, including death, personal injury, loss, theft, or damages to personal property, whether or not caused by the Brownsville Chamber of Commerce or the City of Brownsville's own negligence or the negligence of their agents and employees.
- 7. INSURANCE:** Exhibitor is responsible for obtaining its own insurance coverage to insure against theft, fire, smoke, flood, or any other loss or casualty.
- 8. SECURITY:** The Linn County Sheriff's Department, as part of its normal patrol, randomly visits the show location. The show doesn't provide any additional security. Brownsville Chamber of Commerce shall not be liable for theft or breakage. The Exhibitor agrees not to hold Brownsville Chamber of Commerce or City of Brownsville responsible for loss, theft, fire, destruction or damage in any manner to the Exhibitor's property. The Exhibitor further agrees to indemnify, defend and hold harmless the Brownsville Chamber of Commerce and the City of Brownsville from damage due to any injury to person or property caused by negligence of the Exhibitor or the Exhibitor's employees.
- 9. PAYMENT/CANCELLATION POLICIES:** Payment in full is required prior to a booth space being assigned. In the event the exhibitor needs to cancel, a full refund will be made provided that the cancellation is received prior to May 1. Any cancellation made after May 1 but before August 1 will be charged a \$30.00 cancellation fee. No refund will be made for cancellations made after Aug. 1. In cases of emergency cancellation, where Show Management is notified, we will do everything reasonable to apply your fee to next year's show.
- 10. SHOW CANCELLATION:** In the event of cancellation, rescheduling or interruption of the event due to fire, strikes, government regulations, war, terrorism, act of God, or any other cause that makes it impossible to conduct the show, this contract will terminate and the exhibitor will waive any claim for damages. If, for any reason the location of the show is changed, no refund will be made, but Show Management must be able to assign exhibitors space in lieu of original space.