

WCSF Foundation
Western Carolina State Fair
October 22 – 31, 2009
Exhibit Space Contract/Application

Dated this _____ day of _____ 200__ by and between: _____
(hereinafter called the Exhibitor) and the Western Carolina State Fair (hereinafter called
the Management.)

Address: _____

Phone: _____ Email: _____

FOR GOOD AND VALUABLE CONSIDERATION it is mutually agreed as follows:

1. **EXHIBITOR** offers to take, lease and properly occupy space No. _____, hereinafter called the “space” designated on the official booth diagram by the Management for the exhibition of the product designated. The Management agrees to reserve the space for the Exhibitor upon acceptance of this agreement by Management, except as herein stated. The Exhibitor space(s) will be located at Space No. _____. (To be completed by management once application is accepted).

Description of the proposed use of exhibit space:

2. **INSIDE SPACE:** Exhibitor shall pay a sum of \$300 per space (8' X 10') X the number of spaces = total due \$_____, \$15 per table ___ = total due for tables \$_____, and \$2 per chair ___ = total due for chairs \$_____. Refer to line item #7 for Insurance due. Use scale to determine amount of insurance due. The cost of Insurance is \$88 per 1st booth and \$62 per each additional booth (same vendor using multiple booths). \$100 deposit and 50% of the amount due must be paid at the time of acceptance of this application and paid in full on or before September 1, 2009. The deposit will be applied to the total amount due if no contract violations are identified. If the fees are not **paid in full by September 1, 2009** the Exhibitor space will be canceled and the Exhibitor shall be declared in default of this agreement. **All fees must be remitted in the form of money order. If payment by personal or business check a copy a driver's license MUST be attached.**

OUTSIDE SPACE: Exhibitor shall pay a sum of \$27.50 per foot (12 foot minimum). \$27.50 x total footage ___ = Total due \$_____, plus there is a charge of \$75 for 110 Volt power and \$125 for 220 Volt power = total due \$_____.

Campground fees are \$15 per day for full hookups \$_____ total due.

3. Exhibitor assumes the responsibility of payment of all state, and/or local sales tax, if applicable.

4. Exhibitor shall not assign, lease, share or sub-let any part of the space. All exhibits are subject to the approval of management. Management reserves the right to refuse any Exhibitor. Only the Exhibitors name shall be used on signs over their space.

5. Management will not be responsible for any injury to the Exhibitor, its employees or others. Management will not be responsible for loss, damage or theft to any product associated with this lease. Exhibitor agrees to indemnify, hold harmless and defend at its expense, any liability or claim, lawsuits, damages or injuries by any person against the Management arising from lease of this space.

6. The rules and regulations attached are hereby made a part of this contract, as though incorporated and the Exhibitor shall be bound thereby. Management shall have the right to interpret, amend and enforce said rules. This agreement may not otherwise be amended, except in writing and signed by both parties.

7. The Exhibitor shall furnish a certificate of insurance covering liability, personal and property damage in the amount of \$1,000,000. Said insurance may be purchased through the management policy for an additional cost, determined by the insurer. **Proof of current insurance must be submitted with booth deposit/request.**

8. In case the space should not be available for the uses herein specified due to war, government action, act of God, fire, strikes, labor disputes or any cause beyond the control of Management, this agreement shall terminate. In such event the Exhibitor shall and does hereby waive any claim to damages or any recovery thereof except pre-paid leases, less pro-rata share allocable to the actual expenses incurred by Management. Should Management in its sole discretion, consider it advisable not to hold the show at the time and place herein provide, Management shall have the right to change the date and location of the show. If it is determined that the Exhibitors merchandise, product or business methods is offensive or considered inappropriate, the fair management reserves the right to terminate this contract and exhibitor will be removed from the fairgrounds.

9. By the execution of the agreement the Exhibitor not only agrees to the terms as outlined herein above, but also agrees to indemnify and hold the WCSF Foundation harmless for any and all claims, causes of action, liability of whatsoever kind of nature arising from exhibitor's use of the WCSF Foundation Facilities. This agreement is made in, and shall be construed in accordance with the laws of the State of South Carolina.

Exhibitors Signature

Date

WCSF Foundation Representative

Date

Make check or money orders payable to:

WESTERN CAROLINA STATE FAIR

PO Box 1272, Aiken, SC 29802