

2009 AGAPE Baby and Family Fair Application

Von Braun Center, Huntsville, Alabama - August 29, 2009

All applications are processed on a first-come, first-served basis. This application must be completed and signed, and accompanied by the correct deposit, before it can be accepted by **AGAPE of North Alabama, Inc.** at **Box 3887, Huntsville, AL 35810-3887** or, in person, at **2813 Mastin Lake Road, Suite 200 (upstairs)** in Huntsville. Incomplete/incorrect applications will be returned and not entered into the booth assignment process.

Company Name:	
Mailing Address:	
City/State/Zip:	
Telephone:	Fax:
Contact Person:	
Contact e-mail:	
Please provide a brief description of the products and/or services you intend to display/advertise (required):	

EVENT SPONSORSHIP – \$2500.00	\$2500.00	\$ _____
Includes a complimentary AREA SPONSORSHIP and complimentary Double Booth.		
CONTRIBUTOR LEVEL SPONSORSHIP – \$1000.00	\$1000.00	\$ _____
Includes a complimentary Double Booth.		
SUPPORTER LEVEL SPONSORSHIP – \$500.00	\$500.00	\$ _____
Includes a complimentary Single Booth.		
Total Payable for SPONSORSHIP		\$ _____

DOUBLE BOOTH (20' wide by 8' deep)	\$375.00 x _____	= \$ _____
SINGLE BOOTH (10' wide by 8' deep)	\$200.00 x _____	= \$ _____
NON-PROFIT BOOTH (10' wide by 8' deep)	\$100.00 x _____	= \$ _____
Available <u>only</u> to registered 501(c)(3) charitable organizations, with valid proof of non-profit status – attach to application.		
Total Payable for EXHIBITORS		\$ _____

BOOTHS: Booths come with an 8'-tall back drape and 3'-tall side drapes, one table, two chairs and a trash can. With advance notice, additional accessories (including electricity) may be arranged through the VBC for an additional charge. Please present all special requests in writing before July 31, 2009.

PAYMENT TERMS:

- * **SPONSORS:** 50% upon submission of this application (by July 14); the remaining 50% by July 31, 2009. Failure to comply may result in forfeiture of the benefits of sponsorship and your right to exhibit.
- * **EXHIBITORS:** 50% upon submission of this application; the remaining 50% by August 8, 2009. Failure to comply may result in forfeiture of your right to exhibit.

CANCELLATION: A request for contract cancellation must be made in writing and delivered to AGAPE. However, all deposits are non-refundable and non-transferable in the event of cancellation by the exhibitor.

Signature for Contract	Individual or Company Represented	Date

2009 AGAPE Baby and Family Fair Contract Terms and Conditions (Sponsor/Exhibitor)

- * Terms: Hereafter, "Sponsor/Exhibitor" refers to the company or individual named on the contract, "Management" to representatives of AGAPE of North Alabama, Inc. and the Von Braun Center, "Facility" to the Von Braun Center (VBC) in Huntsville, AL, and "Fair" to the AGAPE Baby and Family Fair, benefiting AGAPE of North Alabama, Inc.
- * Rules and Regulations: Sponsor/Exhibitor agrees to abide by all rules and regulations adopted by Management and Facility. Sponsor/Exhibitor agrees that Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during or after the Fair. (Sponsor/Exhibitor also agrees to observe all union contracts and labor relations agreements in force as well as any agreements between Management and Facility.)
- * Deposit: A required deposit must accompany all applications in order to be processed. No application from Sponsors/Exhibitors directly involved in or promoting abortion will be accepted; all others will be considered on a first-come, first-served basis and are subject to the approval of Management. Whenever possible, Sponsors/Exhibitors offering comparable products and/or services will not be located adjacent to one another; however, Management will not be liable if Sponsors/Exhibitors are located near "competitors".
- * Cancellation Policy: All requests for cancellation must be submitted in writing. Deposits are non-refundable and non-transferable in the event of cancellation by Sponsor/Exhibitor. If notice of cancellation is submitted later than July 31, 2009, Sponsor/Exhibitor will be liable for full payment of the amount specified in this contract.
- * Subletting: Sponsor/Exhibitor shall not sublet or appropriate any portion of the space secured by/in this contract.
- * Exhibit Structure: All displays must stay within assigned dimensions. Sponsors/Exhibitors may not attach any materials to walls, drapes and/or structural supports of the VBC without permission of Management. No part of any display facing out shall be left unfinished.
- * Insurance: Management shall not under any circumstance whatsoever be liable or responsible for (a) any loss, damage, theft, or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to Sponsor/Exhibitor or for which Sponsor/Exhibitor is responsible, (b) any damage or injury suffered by Exhibitor, his/her employees, agents, contractors or by any person, or (c) any loss, damage, injury or cost whatsoever suffered by Sponsor/Exhibitor for reason of any change in the date, time or place of the Fair or the abandonment thereof.
- * Liability: AGAPE of North Alabama, Inc., will require one of the following from each Sponsor/Exhibitor at the time each Sponsor's/Exhibitor's application and deposit is accepted:
 - o A copy of an event and product liability policy (covering the event and ongoing product liability), acceptable to Management. The policy must be good for at least \$1,000,000 per occurrence/\$2,000,000 aggregate and must name AGAPE of North Alabama, Inc. and the Von Braun Center, as loss-insured against claims arising from or in any way connected with Sponsor's/Exhibitor's presence or operations at the Fair, OR
 - o A notarized "release from liability/ indemnification and hold harmless" form, releasing AGAPE of North Alabama, Inc. and the Von Braun Center, from any and all liability arising from or in any way connected with Sponsor's/Exhibitor's presence or operations at the Fair AND any and all continuing product liability associated with Sponsor's/Exhibitor's product or service.
 - Due to liability issues beyond our control, some individuals and companies are ineligible for this "release from liability/ indemnification and hold" option. These (listed on p.3 of this contract) must provide proof of event and product liability insurance.
 - o If event and product liability insurance is not held by a Sponsor/Exhibitor at the time of application, a release form may be signed but traded for proof of insurance when the Sponsor/Exhibitor has secured it.
- * Indemnity: Sponsor/Exhibitor accepts all risks associated with the use of the exhibit space and environs. Sponsor/Exhibitor shall not make any claim or demand or take any legal action whatsoever against Management, Facility or Fair sponsors for loss, damage or injury howsoever caused, to Sponsor/Exhibitor, its officers, employees, agents or their property. Also, Sponsor/Exhibitor agrees to indemnify and hold harmless Management, Facility and Fair sponsors, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space and its environs, for personal injuries, death, property damages or any other damage sustained by Sponsor/Exhibitor and its officers, agents, employees or those for whom they are responsible.
- * Set-Up: All booths must be set up within specified time (i.e., 9:00 a.m. – 5:00 p.m., August 28, 2009); no major alterations may be made during the Fair itself. In the event that a booth is closed or unattended at any time during the Fair, Management reserves the right to open or remove any coverings, etc., but shall be under no liability to Sponsor/Exhibitor for any loss or damage which may be caused as a result of the booth being "opened" but unattended.
- * Knockdown: For safety reasons, no display shall be in any way dismantled or removed before the scheduled move-out time (i.e., 4:00 p.m., August 29, 2009). Sponsors/Exhibitors not complying with this term will not be allowed to participate in the next year's Fair.
- * Conduct: Management reserves the right of approval for all displays and promotional literature. Promotional draws and giveaways must be approved by Management prior to the Fair. Orders for products may be taken and merchandise may be sold at the Fair.
- * Safety Concerns: No smoking or alcohol allowed in the hall(s) during the event. Also, no hazardous materials (e.g., combustibles) will be permitted in the exhibit area. Distribution of food samples – of sample size only – may be conducted with prior written approval from Management and in accordance with the Facility's food sampling policies and Huntsville health regulations.
- * Liability and Cancellation or Curtailment: Adequate and reasonable security will be provided at all times by Management at the Fair. However, in the event that the VBC is destroyed or becomes unavailable for occupancy, for reasons beyond the control of Management and/or Fair sponsors, or if for any reason Management or Facility is unable to permit Sponsor/Exhibitor to occupy the space, or if the Fair is cancelled or curtailed, Management will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that Sponsors/Exhibitors may suffer. The reasons for cancellation or curtailment include, but are not limited to, casualty, explosion, fire, lightning, earthquake, hurricane, tornado or any other act of God, acts of public enemies, strike, lockout or boycott.
- * Badges: Two Sponsor/Exhibitor badges will be issued to each Sponsor/Exhibitor. Requests for additional badges will be considered on a case-by-case basis. Sponsor/Exhibitor badges are transferable, but are restricted to persons staffing the Sponsor's/Exhibitor's booth.
- * NSF Check: In the event that a Sponsor's/Exhibitor's check is returned by a bank due to insufficient funds, an additional \$100.00 administrative fee will be assessed the Sponsor/Exhibitor.
- * Door Prize: Each Sponsor/Exhibitor must provide a door prize (valued at \$50.00 or more) to be given away by Management during the event. Gift certificates/cards to local restaurants are acceptable if Sponsors/Exhibitors are not able to provide a promotional door prize.
 - Notification and delivery of any prizes (other than door prizes) awarded by individual Sponsors/Exhibitors (e.g., random drawings at their booths) will be the responsibility of the individual Sponsors/Exhibitors.
 - Awarding other prizes will not relieve Sponsors/Exhibitors of their responsibility to deliver the aforementioned door prize (valued \$50.00 or more), which will be awarded by Management.
- * Small Print: With the best interests of the Fair in mind, all circumstances not covered in this contract will be subject to the decision of Management. Management will have full discretion in the interpretation of all terms, conditions and rules herein and will make any amendments necessary to govern the Fair.

Individuals/companies **ineligible** for a "Release from Liability/Indemnification and Hold Harmless" waiver include those associated with:

- Body Piercing
- E-commerce Selling
- Electrical Appliances
- Installation/Service/Repair of Products
- Live Animals
- Nutritional/Health/Food Supplements
- Mechanical or Inflatable Amusement Devices
- Medical Testing
- On-site Equipment Sales/Rentals
- Oxygen/Aromatherapy Bars
- Time Share Sales
- Weight-loss Plans/Products
- Wholesale (or Direct Sales) Businesses

These must have their own event and product liability insurance (at least \$1,000,000 per occurrence/\$2,000,000 aggregate with AGAPE of North Alabama, Inc. and the Von Braun Center named as loss-insured) to be accepted as 2009 AGAPE Baby and Family Fair Sponsors/Exhibitors.

Individuals/companies **eligible** for a "Release from Liability/Indemnification and Hold Harmless Waiver" may sign the following agreement in lieu of having their own event and/or product liability insurance, so long as they understand that they are assuming all responsibility and liability and releasing AGAPE of North Alabama, Inc., the Von Braun Center and their respective officers, employees or agents of all such responsibility and liability.

INDEMNIFICATION AND HOLD HARMLESS

I, the undersigned, agree to accept all risks associated with my participation in the 2009 AGAPE Baby and Family Fair, benefiting AGAPE of North Alabama, Inc. I shall not make any claim or demand or take any legal action whatsoever against AGAPE of North Alabama, Inc., the Von Braun Center or their respective officers, employees or agents, for loss, damage or injury howsoever caused, to myself or company, its officers, employees, agents or property.

Also, I agree to indemnify and hold harmless AGAPE of North Alabama, Inc., the Von Braun Center and their respective officers, employees or agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space and its environs, for personal injuries, death, property damages or any other damage sustained by myself, my company or its officers, agents, employees or those for whom they are responsible.

Finally, I agree to defend, indemnify and hold harmless AGAPE of North Alabama, Inc., the Von Braun Center and their respective officers, employees or agents from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of AGAPE of North Alabama, Inc., the Von Braun Center or their respective officers, employees or agents, pursuant to this agreement, except for those actions or liabilities which are due to the misconduct or negligence of AGAPE of North Alabama, Inc., the Von Braun Center and their respective officers, employees or agents.

Signature for Release	Individual or Company Represented	Date