



**FAX TO (866) 439-8932**

Company Name: \_\_\_\_\_  
*(As it should appear in Event materials)*

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Location	Single Exhibit	Double Exhibit	Electricity	Tablecloth	TOTAL
Montgomery, AL – April 1	<input type="checkbox"/> \$300	<input type="checkbox"/> \$500	<input type="checkbox"/> \$20	<input type="checkbox"/> \$20	
Tuscaloosa, AL – April 29	<input type="checkbox"/> \$320	<input type="checkbox"/> \$510	<input type="checkbox"/> \$15		
Huntsville, AL – May 6	<input type="checkbox"/> \$350	<input type="checkbox"/> \$550	<input type="checkbox"/> \$60		
Mobile, AL – July 29	<input type="checkbox"/> \$350	<input type="checkbox"/> \$550	<input type="checkbox"/> \$20	<input type="checkbox"/> \$20	
Birmingham, AL – August 19	<input type="checkbox"/> \$370	<input type="checkbox"/> \$600	<input type="checkbox"/> \$65	<input type="checkbox"/> \$20	
Biloxi, MS – September 17	<input type="checkbox"/> \$300	<input type="checkbox"/> \$500	<input type="checkbox"/> \$20		
Chattanooga, TN - TBA	<input type="checkbox"/> \$300	<input type="checkbox"/> \$500	<input type="checkbox"/> \$20		
<b>TOTAL TO CHARGE</b>	10% discount for 3 shows or more				

Visa  MasterCard  American Express  Check (must be received with reservation)

Account # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVC# \_\_\_\_\_

Name on Card \_\_\_\_\_

Account Holder Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*By signing this Agreement, I acknowledge that I have read the included terms and conditions on the second page and agree to be bound by the same.*

**Please send completed Agreement and make checks payable to:**

Babypalooza Inc., 1500 1<sup>st</sup> Avenue North, Unit 86, Birmingham, AL 35203

OFFICE USE ONLY: Date Recd: \_\_\_\_\_ Date Processed: \_\_\_\_\_ Auth # \_\_\_\_\_

# BABYPALOOZA

## EXHIBITOR TERMS of AGREEMENT

### **General**

By submitting this Application, Vendor agree to be bound by and follow all rules, requirements, conditions and restrictions (the "Exhibit Guidelines") imposed by the event facility and Babypalooza Inc. (the "Organizer") in connection with the Babypalooza™ (the "Event"). A copy of the Exhibit Guidelines will be e-mailed to Vendor as a part of Vendor Exhibitor Information. The Exhibit Guidelines are expressly incorporated into this agreement as if fully set forth herein.

### **Exhibit Assignment**

Exhibit reservations and assignments are processed on a first-received, first-assigned basis. The date Vendor application and payment are received by the Organizer will determine that priority. The Organizer reserves the right to modify the Event name, dates, facility, floor plan or exhibit assignments whenever it determines, in its sole discretion that such modifications are in the best interest of the Event. The Organizer also reserves the right, in its sole discretion, to reject, prohibit and/or limit exhibits or exhibitors that the Organizer considers objectionable for any reason including, without limitation, actual or perceived conflicts with exclusivity contracts, noise, or any reasons related to persons, things, conduct or printed materials which the Organizer finds objectionable or which alter or detract from the general character or nature of the Event.

### **Use of Exhibit Space**

Vendor agrees that Vendor will use and occupy the exhibit space for the sole purpose of displaying, advertising, marketing or distributing only the products and services listed on the Exhibitor Agreement. Vendor further agree to conduct Vendor use and occupancy of the exhibit space (including move-in and move-out schedules) in strict compliance with the Exhibit Guidelines. **Vendor may not assign, sublet or share the whole or any part of Vendor exhibit space without the Organizer's prior written consent, which the Organizer may withhold in its sole discretion.**

### **Payment Terms & Conditions**

Exhibit space is assigned upon the receipt of the completed application and payment. Applications must be accompanied by full payment of the exhibit price. **A \$25 fee will be assessed on any returned check. The Organizer reserves the right to cancel this Agreement if Vendor fail to comply with the terms of this Agreement. Vendor also agrees and acknowledge that Vendor's failure to appear at the Event does not entitle Vendor to a refund of exhibit space. Refunds will not be given for no-shows.** All cancellations must be made in writing at least 30 days prior to the event and sent to Babypalooza Inc., 1500 1<sup>st</sup> Avenue North, Unit 86, Birmingham, AL 35203. Vendor may also email a letter to [accounting@babypaloozatour.com](mailto:accounting@babypaloozatour.com). No refunds will be issued 29 days or less from event date.

### **Cancellation of Event**

Organizer shall not be liable for any injury, loss or damage if the Event is cancelled, relocated or delayed due to disaster, strike, Acts of God, war, governmental regulations, or other causes beyond the Organizer's control, and Vendor hereby waive any and all claims relating thereto.

### **Observance of Laws**

Vendor agree to abide by and observe all federal, state, and local laws, codes, ordinances, by-laws, rules and regulations as well as all rules and regulations of the exhibit facility (including any union labor work rules and the Exhibit Guidelines). Vendor further agree to obtain, at Vendor expense, any licenses or permits which may be required for the operation of Vendor business at the Event, and agree to pay all fines and penalties which may be levied or due as a result of Vendor use and occupancy of the exhibit space at the Event.

### **Damage to Exhibit Facility**

Vendor will be liable for any damages caused by Vendor, Vendor agents, employees and representatives to the floor, walls, dividing partitions or columns of the exhibit facility and for any damage cause to exhibit equipment, decorations, and furnishings.

### **Limitation of Liability**

By participating in the Event, Vendor expressly assume all risks associated with, resulting from, or arising in connection with such participation, including (without limitation) all risks of theft, loss, harm, damage or injury to the person (including death), property, business, or profits, whether caused by negligence, intentional act, accident, Acts of God, or otherwise. Vendor agree that the Organizer, its officers, directors, agents, and employees, are not liable for any damages or charges imposed for Vendor violations of any law or ordinance (including any violations of such laws or ordinances of Vendor agents, employees and representatives). Vendor agree that the Organizer, its officers, directors, agents, and employees, are not liable for (1) any damages to or destruction of property or (2) injury to or the death of any person or persons (including Vendor, Vendor agents, employees and invitees), which arise from or are in any way connected to Vendor use and occupancy of the exhibit facility and/or Vendor participation in the Event. Vendor further agree to indemnify and hold harmless the Organizer, its officers, directors, agents, and employees, from any and all losses, actions, claims, demands, liabilities, damages or costs (including reasonable attorney's fees) of any kind or nature which may arise out of Vendor use and occupancy of the exhibit facility and/or Vendor participation in the Event. Under no circumstances shall the Organizer or the exhibit facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever, whether or not apprised of the possibility of such lost profits or damages. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters concerning the Event.

Notwithstanding the forgoing, in the event this Agreement or any portion thereof is not enforceable by a court of competent jurisdiction, Vendor expressly agree that the maximum liability of the Organizer arising out of any tort, contract, legal or equitable claim or cause of action, shall be limited to the fee paid to the Organizer for the exhibit space.

### **Entire Agreement**

This Agreement constitutes the entire agreement between Vendor and the Organizer and may not be modified except in writing. This Agreement will be construed in accordance with the laws of the State of Alabama, regardless of the location of the Event and any claim, action or proceeding shall be commenced in the State of Alabama.