

**For Show Management Use Only**

APPROVED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018 Deposit in the amount of \$ \_\_\_\_\_ has been received and receipt of same is hereby acknowledged.

**2019 BLOOMINGTON HOME SHOW**

By: \_\_\_\_\_ Acct Rep: \_\_\_\_\_

Total Space Cost: \$ \_\_\_\_\_

Deposit with Contract \$ \_\_\_\_\_

Date: \_\_\_\_\_

Balance Remaining: \$ \_\_\_\_\_

Booth Number: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_



3901 E. Hagan Street, Ste. H

Bloomington, IN 47401

Tel: 812-332-7480

Email: [EVENTS@BUILDWITHBASC.org](mailto:EVENTS@BUILDWITHBASC.org)

Contact: Martie Vandeventer or Jason Bell

**FOOD VENDOR'S SPACE APPLICATION AND AGREEMENT-2019 BLOOMINGTON HOME SHOW, Feb 21-24, 2018**

Application is hereby made by the undersigned FOOD VENDOR this \_\_\_\_\_ day of \_\_\_\_\_, 2018, for vendor space at the 2019 Bloomington Home Show, hereinafter referred to as the "Show," to be held at The Warehouse from Thursday, February 21st through Sunday, February 24th, 2019. Said Show to be produced and managed by the Building Association of South-Central Indiana, formerly Monroe County Building Association, Executive Officer and Home Show Committee, hereinafter referred to as "Show Management."

Electricity requirements, tables, and chair requests shall be made one month prior to the event or by January 21st, 2019.

Show Management does reserve the right to unilaterally assign different but comparable booth locations at any time before the Show

A \$100.00 refundable deposit is due with this application, unless Show Management agrees otherwise in writing. Your credit card will not be charged (or, the enclosed rental amount will be refunded if paid by check) if this Application is not approved and accepted by Show Management. However, upon approval and acceptance of this Application, the deposit is to be paid in full and failure to pay said deposit balance on said date may, upon Show Management's option, result in the exhibit space being re-assigned. **All payments and remittances shall be made payable to BASCI. \$35 NSF check charge and a \$25/ month late fee will be assessed for all unpaid invoices.**

**PROFIT SHARE:**

Food Vendor will pay 10% of gross sales to BASCI and will provide supplied carbon receipts as proof of sales. This shall be paid within thirty (60) days after the final day of the Bloomington Home Show which is April 28<sup>th</sup>, 2019. Profit share will be refunded \$100 from Vendors deposit.

*\*Use of carbon receipts to track sales is mandatory. Vendor found in violation of this, upon show management's decision, will be asked to leave.\**

**BEVERAGES:**

Food Vendor agrees to only sell any beverages provided by "The Warehouse" unless agreed to in writing by Show Management. The Warehouse plans to sell beverages as a means of fundraising for their programs. Alcoholic beverages are also not permitted on the premises.

**REFUNDS: Deposits are a way for the show to see that the Food Vendor is serious about their commitment to attending this event, and insurance that Food Vendor will show up and not cancel last minute. Deposit payed will be deducted from final payment of 10% from Food Vendor to BASCI. Should the Food Vendor cancel, the deposit will be lost and there will be no refund issued.**

**CANCELLATION:** If Food Vendor must cancel its space for good and sufficient reasons after its Application has been approved and accepted, and written notice of such cancellation is delivered to Show Management, Food Vendor is obligated to pay the following agreed-upon rental costs:

1. On or before 90 days prior to opening day of Show, twenty-five percent (25%) of total cost.
2. After 90 days, and before 61 days prior to opening day of Show, fifty percent (50%) of total cost.
3. After 60 days and prior to the opening day Show, one hundred percent (100%) of said total rental cost is due and payable to Show Management. (The parties hereto acknowledge that the rent retained by Show Management, in the event of cancellation, represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result to Show Management for such cancellation.)

It is understood that this is an Application, subject to acceptance and approval. Upon acceptance and approval of this Application, said Application will then constitute an Agreement between Food Vendor and Show Management. With each party hereto obliged to abide by the terms and rules and regulations contained herein.

**BY YOUR SIGNATURE BELOW, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND ON PAGE 3 OF THIS AGREEMENT, AS WELL AS TO ANY ADDITIONAL TERMS ON ANY ADDENDUMS AND TO ANY RULES AND REGULATIONS ISSUED PRIOR TO SHOW INCLUDING BUT NOT LIMITED TO THOSE ON PRINTED FLOOR PLANS, RATE SHEETS, AND MOVE-IN DOCUMENTS.**

(We ask that all Food Vendors return an original signed copy of this agreement. Please, make a copy of these forms for your records.)

Food Vendor/ Company Name: _____		Food Vendor	
Category: _____			
Contact: _____	Title: _____		
Street Address: _____	City/State _____	Zip Code: _____	
Phone: _____	Fax: _____	Email _____	Website: _____
Authorize Signature: _____	Date: _____		
Printed Name _____	Title: _____		

FOOD VENDOR INFORMATION WILL BE SENT TO ABOVE UNLESS OTHERWISE SPECIFIED.

TO MAKE PAYMENTS BY CREDIT CARD, PLEASE CALL THE OFFICE AT 812-332-7480. WE ACCEPT MASTERCARD AND VISA. OTHERWISE YOU WILL BE INVOICED NOVEMBER, DECEMBER & JANUARY.

**FOOD VENDOR RULES AND REGULATIONS**

- 1. INDEMNIFICATION BY FOOD VENDOR:** Food Vendor assumes all risks and responsibilities for accidents, injuries, or damages to person or property and agrees to indemnify and hold harmless Show Management, the venue, their managers, officers, members, sponsors, employees, agents, successors, assignees, and volunteers from any and all claims, liabilities, losses, costs, and expenses (including attorney's fees) arising from or in connection with the condition, use or control of Food Vendor's display space, or arising out of Food Vendor's participation in the Show. Food Vendor certifies, represents and warrants by signing this Agreement, that it maintains comprehensive general liability insurance with coverage of \$1,000,000 for bodily injury and \$50,000 for property damage, and for Worker's Compensation in an amount satisfactory to Show Management, and, upon request, will furnish a certificate of said insurance.
- 2. ADDITIONAL INSURANCE:** Food Vendor shall certify, at its expense, the provision of insurance for protection of their property against fire, theft, vandalism, or destruction by any cause. Show Management assumes no risk by the acceptance of this agreement. Food Vendors expressly release Show Management from any and all liability for any damage, injury or loss to any person or goods, which may arise from the rental, and occupation of said space. Food Vendors agree to hold and save Show Management harmless of and from any loss or damage by reason thereof.
- 3. SHOW LEASE:** Food Vendor agrees to be bound by the terms of the Show Lease executed between the Show Management and venue where show is being held.
- 4. CONTRACT SERVICES:** Show Management contracts exclusively with companies to service its events, including but not limited to, decorating, signage, booth set up, etc. Food Vendor, without prior Show Management approval, cannot contract with outside service companies.
- 5. LOSS LIABILITY:** Show Management or show venue shall not be held responsible for any loss of damage that may result from robbery, theft, fire, strikes, accidents or other destructive causes. Show Management's coverage does not extend to Food Vendor's property. However, Show Management may choose to provide security.
- 6. SUBLETTING:** Subletting of contracted exhibit space is **NOT** permitted. Special arrangements shall be made **in advance** for two or more companies sharing the same exhibit space.
- 7. MOVE-IN:** All of the Food Vendor's booth equipment and supplies may be unloaded at The Warehouse doors beginning at 9:00 a.m. on Friday, February 15<sup>th</sup>, 2019. Loading times will be scheduled with the Show Management, and strict adherence to the schedule is required. The Food Vendor's booth shall be completely set up by 2:00 p.m. on Thursday, February 21st, 2019. NO EXCEPTIONS.
- 8. REMOVAL OF EXHIBIT:** Food Vendor shall remove all of their equipment and supplies from the Home Show Premises **no sooner than 5:00 p.m.** on Sunday February 24<sup>th</sup>, 2019. No dismantling or removal of booths is permitted prior to the official announced closing time on final day of Show. Food Vendor acknowledges that in the event it dismantles or removes its booth(s) prior to the announced closing, the Show as well as other Food Vendors will be harmed. The damages suffered if such an event were to occur would be uncertain and difficult to ascertain. Food Vendor thereby acknowledges its obligation and agrees to pay Show Management liquidated damages for unauthorized dismantling or removal of its exhibit, a sum of fifty dollars (\$50.00), since such sum is not grossly disproportionate to the loss that may actually result. Furthermore, Food Vendor acknowledges that the sum indicated as liquidated damages is not unreasonable and should not be considered a penalty. Food Vendors have until 11:00 a.m. on Friday, March 1st, 2018. If the Food Vendor's equipment supplies and trash are not removed by 11:00 a.m. a \$250 removal fee will be assessed. By signing this agreement the Food Vendor agrees to this fee.
- 9. IMPOSSIBILITY OF PERFORMANCE:** The parties further agree that Show Management shall in no way be deemed to have guaranteed the performance of the Exhibition and will not be liable for the fulfillment of this Agreement as to the delivery of space. The parties agree that it is foreseeable that the Exhibition may be cancelled due to fire, inclement weather, acts of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Show, or any other cause beyond the Show Management's control. Therefore, the Food Vendor agrees that in the event the Exhibition is cancelled by reason of inclement weather, Acts of God, strike, lockouts, acts of elements, or other acts or occurrences beyond the Show Management's control, the Food Vendor shall not have any right of claim for refund against Show Management for monies paid by the Food Vendor shall be pursuant to this contract. Show Management will, however, in the event of not being

able to deliver space for any of the foregoing reasons, attempt to reimburse Food Vendor for any amount paid, less any and all reasonable expenses incurred by Show Management for advertising, salaries, operating expenses, etc.

**10. ATTORNEY FEES:** In the event Food Vendor defaults in the performance or observance of any of the terms and regulations contained in this Agreement, and Show Management employs attorneys to enforce all or any part of this Agreement, Food Vendor shall reimburse Show Management for the attorney fees, court cost and interest at 18% per annum incurred thereby, whether or not suit is filed.

**11. SEVERABILITY:** The invalidity or unenforceability of any particular section of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained.

**12. GOVERNING LAW:** This Agreement shall be governed in accordance with the laws of the State of Indiana. Should Show Management commence or maintain litigation to enforce the Agreement, Food Vendor agrees to submit itself to the jurisdiction of the courts of Indiana for the purpose of such litigation and hereby waives any objection it might have to such litigation being commenced or maintained in the courts of Indiana on the basis of lack of subject matter jurisdiction, lack of personal jurisdiction, improper venue or inconvenient forum.

**13. IDENTIFICATION:** Food Vendor's working personnel must display identification badges provided by Show Management at all times they are in the exhibit. Badges are required for admission to the venue. Each vendor is allowed up to 5 badges.

**14. COMBUSTIBLES:** Oil, gas or gasoline engines may be brought inside the venue, but arrangements must be made with Show Management. Food Vendor shall abide by all municipal and state fire laws and regulations and shall not keep inflammable or combustible liquids or materials, including all forms of candles or lanterns, in or around the booth.

**15. SOUND:** Food Vendors will not engage or create any disturbing noises, or unreasonable interfere with rights, comforts, or convenience of other Food Vendors or patrons of Show.

**16. DISPUTE:** All decisions involving disputes between Food Vendors shall be determined by Show Management.

**17. STAFFING BOOTH:** Exhibit booths shall be staffed during show hours. Food Vendor agrees that no one under the age of 17 years will be left responsible for the booth at any time. If children under 17 are present an adult must be available.

**18. FOOD VENDOR MUST ABIDE BY ALL FACILITY, CITY, COUNTY, AND STATE RULES AND REGULATIONS REGARDING AND NOT LIMITED TO PETS, FIREARMS, FOOD, CONCESSIONS, PERMITS, FEES, APPLICATIONS, AND THE LIKE.**

Signature:

Date:

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