2010 Western Idaho Fair Application

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FOR SPECTRA OFFICE USE

Ref:			Date:	
Show #	Key	Add	Contract	Deposit
Special:			Assigned:	

Company Name | Contact Name

Address | Telephone

City | State | Zip | Cell Phone

Credit Card # ◆ | Exp. Date | Fax

◆ A 3% proccessing fee will be added to all monies paid by credit card.

E-Mail Address | Website Address

Your Spectra representative is:

David Beale
(208) 939-6426, ext. 29
david@spectraproductions.com

Show Title

Dates | Year

Facility

City | State

Products or services to be displayed:

Space Request

Size of Space		Space Price	
Space Option 1		Discount (If applies)	
Space Option 2		Additional	
		Total	
		Deposit◆	

Do you need electrical? ☐Y ☐N
Do you need tables, chairs, etc.? ☐Y ☐N

☐ MSD %
☐ SCD %
☐ Electrical
☐ Booth Furn.

Spectra Use

SPECTRA
PRODUCTIONS
P.O. Box 333
Eagle ID 83616
FAX: (208) 939-6437
spectraproductions.com

X
Authorized Signature* | Date

Accepted, Spectra Productions | Date

* The person signing this application, hereby requests to reserve booth space for the 2010 Western Idaho Fair. It is understood that the "Fair Terms And Conditions" (below) and the information contained within the official Exhibitor Handbook, are the conditions which are accepted and agreed to. Reservation of space for the 2010 Western Idaho Fair requires the full booth fee for the space requested and an insurance certificate be sent with this application. Failure to send booth fee or insurance certificate may delay placement in the event. There are other charges that may be incurred, and all balances are to be paid by July 15th 2010. This contract is not valid until it is signed by an authorized representative and is subject to cancellation, for any reason. Fair Management also reserves the right to reject any application. All displays are subject to final approval by the Fair Management.

FAIR TERMS AND CONDITIONS

SPACE – The space contracted for is solely for the use of the exhibitor whose name appears above, and it is agreed that the exhibitor will not sublet or assign any portion of the same without the written consent of Fair Management. No signs, brochures, handouts, printed material or any type may be exhibited in this space advertising any other business other than the one listed above. In the event the exhibitor fails to occupy or use his space or to have an exhibit completed and in place two hours prior to the opening of the show, he forfeits his rights to the space and also prepaid rentals, and upon demand will pay any balance owed to Fair Management. It is understood and mutually agreed that no oral modification of this contract any way changes the terms and conditions of this agreement. It is understood that Fair Management will make an effort to assign the exhibitor the particular space he requested. But Fair Management has the right to make the final assignment at his own discretion and to alter the location if and as necessary, in order to create a more effective exposition.

CANCELLATION POLICY – If exhibitor desires to cancel his contract at least 60 days prior to the Fair, his deposit minus a $100 cancellation fee, will be refunded. If an exhibitor desired to cancel his contract after 60 days prior to the Fair, but before 30 days to the Fair, exhibitor will be liable for 50% of the contract amount. If an exhibitor cancels his contract within 30 days before the Fair, the full amount of the contract will be due and the exhibitor agrees to pay same to Fair Management, unless the Fair is sold out, in which case deposit money will be refunded to the exhibitor.

LIABILITIES – The exhibitor is entirely responsible for the space leased by him and shall not injure, mar, or deface the premises, and the exhibitor shall not drive nor allow to permit to be driven any nails, hooks, tacks, screws, etc. in any part of the facility's or decorator's equipment. Furthermore, exhibitors shall not attach to the wall any advertisements, signs, etc. by the use of scotch tape or any other adhesive type materials on painted surfaces. Automobiles, trucks, or similar vehicles shall have a protective material under them and shall be secured according to local fire department requirements. The exhibitor agrees to reimburse Fair Management and/or decorator for damage or loss of the premises or the equipment to either occurring by the exhibitor leasing space in this exhibition.

RESTRICTIONS – Fair Management reserves the right to restrict or remove exhibits without refund if they have been falsely entered or may deemed by Fair Management unsuitable or objectionable. This restriction applies, but is not limited to, noise, PA systems, persons, animal, conduct, printed matter, or anything of the character that might be objectionable to the Fair or Fair Management.

INSURANCE AND LIABILITY – Fair Management shall be responsible for loss or damage incurred by the exhibitor by any cause whatsoever. The small and valuable exhibit material should be packed away each night. The exhibitor must obtain theft insurance if it is desired. The exhibitor agrees to protect and save, harmless Fair Management, against any and all claims for loss, injury, or damage to persons or property arising from the activities of the exhibitor, his agents, employees or guests, defend Fair Management against any and all such claims to reimburse and indemnify Fair Management and for any loss, damage, expense, or payment suffered thereby. Proof of Bodily Injury and General Liability insurance shall be available upon request, and signer agrees that said insurance shall be in force during the event according to normal business practices, standards, and amounts outlined in the official Exhibitor Handbook.

WORKERS COMPENSATION INSURANCE - Signer agrees that Workers Compensation Insurance shall be in force during the event, meeting the statutory requirements of the State of Idaho.

RIGHTS OF THE MANAGEMENT – Fair Management shall not be liable for any damages or other expenses that are incurred by the exhibitor in any event that the Fair is delayed, interrupted, or not held as scheduled. For any reason whatsoever and if for any reason beyond the control of Fair Management the Fair is not held, Fair Management may retain so much of the money paid by the exhibitor as is necessary to pay expenses already incurred by Fair Management. No Agency/Partnership: The parties understand and agree that exhibitor is an independent entity and is not employee, joint venturer or partner with Fair Management. The parties understand and agree that the act of each party hereto is the individual act of that party and that neither part shall be deemed to be the employee, agent, representative, or partner of the other.

AISLES – Aisles, passageways, and overhead spaces remain strictly in the control of Fair Management, and no signs, decorations, banners, advertising materials, or special exhibits will be permitted in them except by special written permission of Fair Management. All exhibits and personnel must remain in their own confines of their booth spaces and no exhibitor will be allowed to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of any other exhibitor.

LICENSES – Any and all licenses, city, county, state or federal, inspections or permits required by law of any exhibitor in the installation or operations of his display shall be the sole responsibility of obtaining by the exhibitor at their own expense prior to the opening of the show.

ELECTRICITY – Due to the diversity of products and the variety of electrical requirements, power may not be provided as part of your booth. Please refer to the official Exhibitor Handbook for electrical info.

RUNNING OF ENGINES – Oil, gas, or diesel engines may be operated only with the consent of Fair Management and must conform to city ordinances and regulations of the local fire marshal.

FIRE – All exhibits must comply with city or county ordinances in relation to local fire marshal instructions. For any information regarding this portion of the contract, contact the local fire marshal's office.

FOOD SALES – Exhibitor sales, samples, or gifts of food and beverages for consumption in the facility where the show is held may be made only by written permission of Fair Management.

MUSIC – Exhibitor warrants and guarantees to Fair Management that all ASCAP and/or BMI fees are paid for any music or covered material utilized in conjunction with their exhibitor space. Exhibitor agrees to save and hold harmless Fair Management from any and all disputes involving payment or non-payment of the aforementioned fees. Exhibitor agrees to defend and pay all consists incurred out of nay action filed by ASCAP and/or BMI or any other party for collection or fees due.

LOTTERIES – Exhibitors shall not engage in any raffle, chance drawing, lottery, etc. unless and until Fair Management has given its specific written approval of said activity.

MERCHANDISE REMOVAL – No exhibits or part of the exhibit may be removed until after the closing hours of the last day of the show. Upon the close of an event all the exhibitors shall remove all small and valuable items from their displays. All merchandise and display materials must be removed from the building by the times given in the official Exhibitor Handbook.

LITIGATION – If a suit or action is filed regarding this contract, the exhibitor promises to pay Fair Management costs and reasonable attorney fees in such a manner as set by the court.

TERMS & CONDITIONS – This contract and the information contained in the official Exhibitor Handbook are the terms and conditions agreed on by the parties hereto and no other agreement, oral or otherwise regarding the subject matter of this contract, unless agreed to in writing by both parties, shall be deemed to exist or to bind any of the parties hereto.