



Exhibitor Contract

February 19-21, 2010 • Knoxville Convention Center

Dogwood Arts Festival • 106 W. Summit Hill Ave. • Knoxville, TN 37902 • 865.637.4561 • FAX 865.546.2213

To reserve your booth(s) and to maximize promotional benefits associated with your space, please return completed and signed contract to the Dogwood Arts Festival with the required deposit by **October 20, 2009**.

Company Name _____ Contact _____

Billing Address _____

City _____ ST _____ Zip _____

Phone _____ Cell _____ Fax _____

E-mail _____ Company Web Address _____

Will you be selling products from your booth? Yes No

If yes, please list all items _____

Please review reverse side regarding sales tax collection and restrictions.

Would you be interested in being a Sponsor? Yes No

Would you be interested in offering a product or service for a door prize? Yes No

Each booth includes one table and two chairs. Do you want these items in your booth? Yes No

Additional chairs and tables will be available for rent through the show decorator.

- The following items are required to be on file **before January 8, 2010** at the Dogwood Arts Festival Office before you may begin to work on property at the Knoxville Convention Center.
- Copy of appropriate operating licenses for the state, county, and city when applicable.
 - Copy of Certificate of Liability Insurance
 - Balance paid in full.

BOOTH PRICING - Please check ✓ which booth package you would like. See exhibitor packet for benefit details.

PACKAGE A	PACKAGE B	PACKAGE C	OASIS	ISLAND
10' X 10' Exhibit Space Full-color, 1/8 page ad 4.7" w x 2.43" d	10' X 20' Exhibit Space Full-color, 1/4 page ad 4.7" w x 4.87" d	20' X 20' Exhibit Space Full-color, 1/2 page ad 9.5" w x 4.87" d	20' X 30' Exhibit Space Full-color, Full page ad 9.5" w x 9.75" d	20' X 50' Exhibit Space Full-color, Full page ad 9.5" w x 9.75" d
Plus benefit package A	Plus benefit package B	Plus benefit package C	Plus Oasis benefits	Plus Island benefits
\$1,225	\$2,400	\$4,800	\$8,250	\$11,500

Additional 10' X 10' booths may be purchased at \$900 each. Every effort will be made to accommodate your booth choice, however show management reserves the right to make all final assignments to ensure variety, traffic flow and create a visually appealing show. **Your preference does not guarantee your location.** 1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____ 5th Choice _____

PAYMENT INFORMATION

PACKAGE PRICE: _____

Corner Booths: _____ (\$100 each)

Additional Booth(s): _____ (\$900 each)

TOTAL COST: \$ _____

Less 50% deposit: \$ _____ **Due October 20, 2010**

BALANCE DUE: \$ _____ **Due January 8, 2010**

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METHOD OF PAYMENT

Check Attached **Charge:** MC Visa Discover AMX

Card # _____ Exp Date ____/____/____

Name on Card/Signature _____

Please Note: Credit Card will be charged on the due dates for outstanding balances unless we are notified **three days prior** to use other form of payment.

PLEASE SIGN HERE

I agree to abide by all contract conditions, rules, regulations as set forth by the Dogwood Arts Festival and the KCC as described on the back of this document, along with any forthcoming guidelines. See reverse side for refund policy

Signature _____ Date _____

2010 Rules & Regulations

Welcome to the 2010 Dogwood Arts Festival House & Garden Show presented homemarketnow.com. Please read the following Rules and Regulations carefully. **Your signature on the contract indicates that you have read and will adhere to these Rules and Regulations.**

1. PAYMENTS AND ALLOTMENT

Applications must be accompanied by a 50% deposit of the total rental fee and must be received no later than October 20, 2009. Applications received without such deposit will not be processed nor will assignments be made. **This fee is nonrefundable.** The remaining balance for exhibit space rental must be paid on or before January 8, 2010. Balances not received by that date are subject to cancellation of contract and loss of deposit. Exhibitor agrees to pay in full by the close of the Show any additional charges that may be incurred by Exhibitor in agreement with Show Management. Any sum due and owing by Exhibitor to Show Management shall be paid by the deadline(s) set forth above. Unpaid balances shall bear interest at the rate of 7.5% per month until paid. Should it become necessary for Show Management to employ counsel to collect any amount due, Exhibitor agrees to pay the cost of collection including reasonable attorney fees, the amount due and interest provided herein. **If there is a cancellation between December 20, 2009 and January 8, 2010 and the full cost of the exhibit space rental has been paid, then a 50% refund will be made. No refund will be made if a cancellation is made after January 9, 2009.** Space allotments will be made by Show Management based on criteria drawn and adopted by the Dogwood Arts Festival. The Show Manager reserves the right to decline potential exhibitors who are not judged beneficial to the theme and overall integrity of the Show. Show Management reserves the right to make changes in assignments of all booth spaces and locations and to use the exhibit space in any manner deemed expedient. No contract shall be in force until accepted by Show Management. In the event that the Dogwood Arts Festival House & Garden Show is not held for any reason whatsoever, the liability of the Show Management to the Exhibitor shall be limited to the payment received as exhibit space rental.

2. LIABILITY AND INSURANCE

The Exhibit Management, Sponsors, Landlord, and Exhibitor Service, and their officers and staff members disclaim all liability for damages or losses caused by any Exhibitor by fire, water, flood, windstorm, utility failures, rodents, acts of vandalism, insurrection, civil disorders, strikes, criminal acts, theft. Exhibit Management will not be responsible for any failure of electric or other services. Exhibitors wishing to insure their goods must do so at their own expense. If unusual equipment is to be installed, or if appliances that may be subject to fire codes are to be used, the Exhibitor should communicate with the Show Management for information concerning facilities or regulations. No Exhibitor shall allow any article or thing to be brought into or any act to be done on the premises which shall increase the premium on any policy or policies of insurance held by Exhibit Management, the Sponsor, the Landlord, or the Exhibitor Service, or which may cause any policy or policies of insurance to be canceled. And further, the Exhibitor shall at all times protect, indemnify, save and keep harmless the Exhibit Management, Sponsor, Landlord, Exhibitor Services against any and all loss, cost, damage, liability or expenses arising from or out of or by reason of any accident or any other occurrence, including death, to anyone, including the Exhibitor, its agents, employees and invites, which arises from or out of or by reason of said Exhibitor's occupancy and use of the Exhibition premises or a part thereof.

3. USE OF SPACE

All demonstrations and other activities must be confined to the limits of the exhibit booth. This includes all seating for demonstrations. No exhibitor shall assign, or share space allotted without the knowledge and written consent of Show Management. Any firm not registered as an exhibitor may not distribute circulars or promotional materials. Exhibitors may not distribute any advertising circulars, catalogs, folders or other promotional materials outside their assigned exhibit space. No promotional materials of any kind may be distributed in the aisles, meeting rooms, entrances or exits. Exhibits must be configured so as not to force traffic in the aisles to gather, causing congestion around other exhibit spaces. Operators of noise-making exhibits or demonstrations must secure approval of operating methods from Show Management prior to Show opening. Food sampling is prohibited. Exhibitors are expected to have their exhibit space neat and orderly at all times. Show Management does not guarantee and the Exhibitor Specifically agrees that there shall be no guarantee on the exclusive showing of any particular line, brand or category of merchandise. Motor vehicles parked in the Knoxville Convention Center during an event shall have locking gas caps or tape over their fuel supplies. Gas tanks must be reduced to less than one fourth (1/4) tank fuel not to exceed 10 gallons. The positive lead to the battery must be disconnected. Fire watch required. Note: Up to (20) gallons may be approved for large trucks or other vehicles where deemed acceptable by the Fire Marshall. Maximum fuel permitted according to NFPA9-4.4.4 Fire Watch required.

4. OBSTRUCTIONS: Aisles and exits as designated on approved plans must be kept clean and clear of obstructions. **All constructed materials inside the booth must fit within the designated pipe and drape boundaries. For example: If the booth is 10' X 20' with pipe & drape, then the constructed materials should be less than the 10' X 20' area in order to fall within purchased space.** All materials must be substantial and fixed in a specified area for the duration of the show. Easels, signs, products, chairs, etc. must not be placed beyond the booth area into aisles. All fire hose cabinets, fire extinguishers, pull stations, and emergency exits, including those inside an exhibit space, must be visible and accessible at all times. The use of "glitter" is not permitted in the KCC. Helium balloons or adhesive backed decals may not be given away or utilized without the express permission of the KCC. Any costs incurred by the KCC for the removal of these items will be charged to the Lessee in the final settlement. Extension cords are permitted as temporary wiring with the approval of the Fire Marshall. While in immediate use only hard usage cords will be approved.

Each extension cord shall be plugged directly into an approved grounded receptacle and maintained in good condition without splices or damage. The current capacity of the cord shall not be less than the rated capacity of the appliance or fixture. All cords will be protected from damage or physical impact, and shall not be affixed to structures, extend through walls, ceilings, or floors, and shall not lie under doors, floor coverings, etc.

5. ARRANGEMENTS OF EXHIBITS

All exposed parts of the display and/or equipment must be finished or covered in a neat and presentable manner so that such areas will not be unsightly when viewed from adjoining spaces and aisles. The exhibitor is responsible for all costs in order to fill this request. Booth height of constructed materials and signage may not exceed 8' height of pipe & drape. The standard booth equipment furnished will consist of a 8' high back wall of draperies with aluminum uprights and stanchions. The division rails will be 36" high with draperies. **One 2' x 6' table with skirting and 2 chairs, will be provided as part of the standard booth equipment.**

Additional tables and chairs may be rented from show decorator. Electrical outlets will be available for an additional charge. (refer to KCC electric & utilities form.) No construction or displays will be allowed on the sides of the booth, which would obstruct the view of adjacent booths without the approval of Show Management. Exhibit structures should be made of fireproof/flame retardant materials not given to flammability. Expanded foam materials should be fire retardant. All electrical installation should be standard 3-wire grounded wire in conduit. Particular attention should be paid to neon electrical installation due to high voltage and breakable nature of this type of lighting. Exposed wire of any sort is not allowed. All booths constructed within an exhibit hall should provide for the safe exit of occupants. Two means of exit are required from exhibits, rooms, decks, or platform areas where: (a.) The intended occupant load of the exhibit exceeds 50 persons. (b.) The floor area exceeds 1,600 square feet (148.66 sq.m.) (c.) The distance from any point in the floor area to an aisle exceeds 50ft(15.24m) All construction will meet local, state, and federally mandated codes. Covered or roofed areas should be furnished with acceptable and tested battery powered smoke detectors which emit alarms audible outside of the enclosed or covered areas. All required exits, including entrance and lobby areas of each hall, the center exit pod and the corridor shall be kept free of exhibits, booths, tables, registration desks, and any other obstruction during show hours. There shall be fire extinguishers, minimum class 2A10BC in each enclosed area. There shall be a locally approved Fire Watch for enclosures larger than 300 square feet (92.90 sq.m) and at a prevailing rate of \$25/hour (4 hour minimum) during event hours. Flame Retardant Treatment: All decorations, drapes, signs, banners, acoustical materials, hay, moss, split bamboo, plastic cloth and similar decorative materials shall be flame retardant. Oilcloth, tar paper, sisal paper, nylon, orlon and other plastic materials that are not retardant are prohibited. The Fire Prevention Bureau will test any questionable material. Plans for exhibitions in an acceptable form, shall be submitted to the City of Knoxville's Fire Marshall Office for approval thirty (30) days prior to the move-in of any exhibit. The plan shall show all details of the proposed exhibition. No exposition shall occupy any exposition facility without approved plans.

Cooking and food warming devices: All food preparation/cooking which is part of a demonstration or exhibition in an assembly occupancy will be accomplished by means of electrical cooking devices. These cooking devices and their power supply will be governed and regulated by such applicable codes. Portable Cooking: electrical cooking devices shall be permitted only as follows: (1) They shall be placed on a noncombustible surface (2) They shall be separated from each other by a minimum horizontal distance of two(2) feet (3) They shall be kept a minimum horizontal distance of two (2) feet from any combustible material. (4) A 20BC fire extinguisher shall be located at each booth where these cooking-warming devices are utilized. (5) The use of L.P. Gas cylinders and open flame cooking devices is expressly forbidden. Flammable or combustible liquids, hazardous chemicals or materials, Class II lasers, blasting agents, and explosives are prohibited. NO SMOKING IS ALLOWED IN THE FACILITY

6. EXHIBITS AND PUBLIC POLICY

Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire, safety, and customs while participating in the show. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. All booth decorations must be flame proof and all hangings must clear the floor. Electrical wiring must conform to National Electrical Code System Rules. If inspection indicates an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is to cancel all or part of exhibit as may be irregular, and the removal of the same at exhibitor's sole expense. If unusual display equipment is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate to show management, local fire and safety officials and convention center personnel for information concerning facilities and regulations.

7. EXHIBITOR'S AUTHORIZED REPRESENTATIVE

Each exhibitor must name one person to be a representative in connection with installation, operation, and removal of exhibit. Such representative shall be authorized to enter into service contracts as may be necessary, and for which the Exhibitor assumes full responsibility. An authorized representative must be in attendance during installation, all operating hours and during dismantling. Exhibits must be manned during all public Show hours. Should an

exhibit be unmanned during open hours, Show Management shall consider said space closed to the public and thereby drape off such space from public display and entrance.

8. INSTALLATION AND DISMANTLING OF EXHIBITS

All exhibitors will receive an assigned set-up time prior to show move-in. All exhibits must be erected or completely arranged by 4:00 PM on Thursday, February 18, 2010. Noisy or unsightly work or construction in any Exhibitor's booth space after 4:00 pm on Thursday, February 18, 2010 and during show hours is strictly prohibited. Goods and materials used in the exhibit (other than bona fide samples and sold products) may not be removed during Show hours. Any bona fide sample or sold products that may cause a public safety hazard to remove may not be removed during Show hours. Exhibits must remain open until the close of the Show on Sunday, February 21, 2010. Any Exhibitor dismantling their exhibit prior to this time will jeopardize their eligibility as an Exhibitor in future shows and may be assessed a \$200 fine. All exhibits must be removed by 2:00 PM, February 22, 2010.

9. FREIGHT DELIVERIES & HANDLING

The KCC cannot accept shipments of freight or materials (including overnight mail or C.O.D. services), prior to the contracted move-in date. All freight must be delivered to the KCC by the official service contractor or freight carrier. All shipments to be delivered to the KCC during the move-in should be sent to the attention of the service contractor. All loading and unloading of exhibits must be through designated docks and freight doors. The only exception will be for hand-carried materials, when necessary, and with the prior approval of the KCC. Freight may not be transported on passenger elevators or escalators. Escalators and passenger elevators are for use by the general public and may not be blocked. A freight elevator is conveniently located in the southwest corner accessible to three floors of KCC. During the Show, the Knoxville Convention Center staff will maintain all public common areas. They operate on a "clean hall to clean hall" policy; therefore, loading docks and exhibition space cleaning is the responsibility of the Exhibitor. **P.O.V. DELIVERIES:** P.O.V.'s are privately owned vehicles, such as passenger cars, mini vans, or small company vehicles, as distinguished from trucks, tractor-trailers, and other "over the road" type vehicles. P.O.V. deliveries usually consist of pop-up displays, small office equipment or boxes of literature. All other P.O.V. drivers who wish to unload will be directed to the designated unloading area or the marshaling area until space is available. The marshaling of P.O.V. self-unloaders will require additional staff provided by the general contractor show and these charges will be incurred by Show Management. The self-unloading of P.O.V.'s in the designated unloading area will require a minimum of two people: one person to accompany the freight and one person to park the vehicle immediately after unloading. Any vehicle left unattended will be ticketed and towed at the owner's expense. Drayage service will be available for exhibitors without the minimum of two people and/or with larger vehicles and shipments from common carriers. Material handling equipment (forklifts, etc.) will not be available for exhibitors' personal use. All equipment operations must have another certification through our approved source in order to operate.

10. RESTRICTIONS IN OPERATION OF EXHIBITS

The Show Management reserves the right to restrict exhibits which because of noise, method of operation, materials, or for any reason become objectionable, and also to prohibit or evict any exhibit, which is the opinion of Show Management may detract from the general character of the Show. This reservation includes persons, things, conduct, printed matter or anything of a character that the Show Management determines is objectionable to the Show.

11. CARE OF THE BUILDING EQUIPMENT

Exhibitors or their agents shall not injure or deface the walls or floors of the building, the booths or the equipment of the booths. When such damage occurs, the Exhibitor is liable to the owner of the property for repair of such damage. Exhibitor must pay for any damage or necessary cleaning directly to the Show Management. The Center prohibits affixing any signage on the facility's glass, walls, doors, ceilings or superstructure, inside or outside. No holes may be drilled or punched into any building surface. All major construction and painting is to be done off site.

12. OFFICIAL CONTRACTS

The Show Management will select official contractors to provide certain services and equipment to Exhibitors at the exhibit hall during installation, Show operation and dismantling. Exhibitors will be advised of these contractors in an official mailing along with order forms and other pertinent information.

13. STORAGE OF PACKING CRATES AND BOXES

Exhibitors will not be permitted to store packing crates and boxes in their exhibit space or on the loading dock. Such material should be removed from the premises prior to Show opening.

14. OTHER REGULATIONS

In addition to these rules and regulations, Exhibitor agrees to be bound by such further rules, regulations and decisions that shall be promulgated from time to time by the Show Management. Any exhibitor in violation of these and/or further rules and regulations will be formally reprimanded by written notice on site by Show Management. Failure to comply with the above regulations will result in the cancellation of contract and immediate removal of exhibit effects from the show floor at Exhibitor's sole expense. Should such action become necessary, Exhibitor agrees to forfeit any and all space rental receipts. Solicitation for donations is not permitted.

REGISTER TO WIN entries must comply with Tennessee State Lottery Laws. All exhibitors who will offer guests a register to win opportunity must have a procedure in place for anyone to have an opportunity to register to win outside this ticketed event. You can offer on line or in-store registration opportunities. If you only offer this opportunity to admission paying guests, it is considered a lottery. Failure to comply could result in legal complications and fines for your business.