

## Dogwood Arts House & Garden Show 2018

### OFFICIAL TERMS AND CONDITIONS

**Please read the 2018 Official Terms and Conditions carefully. Your signature on the front of this contract indicates you have read and will adhere to these terms and regulations.**

**Statement of Policy:** All Exhibitors are equal regardless of size and should be given equal opportunity, within reason, to present their product or service in the most effective manner to the audience. We ask you to be a "good neighbor" and hope you have a successful show.

**Definitions:** As used herein 'Exhibit Management' means Dogwood Arts and Dogwood Arts House & Garden Show Volunteer Show Committee Co-chairs, 'Sponsors' mean the Presenting Sponsor of show and Co-sponsors. 'Exhibitor' means the person or firm on whose behalf booth space is rented and all persons working the booth space. 'Landlord' means the Knoxville Convention Center, The City of Knoxville and SMG. 'Exhibitor Service' means any official contractor so named by the Exhibit Management to act in the capacity.

**Contract Conditions:** The following contract conditions have been formulated for the protection and best interests of all concerned. As such, the terms and conditions shall apply to and be in effect among the Dogwood Arts, d/b/a Dogwood Arts House & Garden Show, Knoxville Convention Center, The City of Knoxville, SMG, and any exhibitor whose application is received and to whom space is rented. All points not covered are subject to the decision of Dogwood Arts.

**Early Application:** Provides previous year exhibitors the opportunity to lock-in existing pricing of booths with a 5% discount. The early application must be signed by a duly authorized agent of the exhibitor and submitted with \$500 deposit by May 31, 2017.

**Application for Exhibit Space:** Applications by Exhibitors shall be made on the official contract form only, be accompanied by a 50% deposit of the total rental fee. Such payment along with date of application will be used for determination of booth selections. Applications received without such deposit will not be processed nor will assignments be made. The deposit fee is nonrefundable. The remaining balance for exhibit space rental must be paid on or before December 30, 2017. Contract submitted after December 31, 2017 requires payment in full. Exhibitor agrees to pay any sum due to show management by the deadline(s) set forth above. 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.

**Space Allotments:** Space allotments will be made by Show Management based on criteria drawn and adopted by Dogwood Arts. Date of application, exhibitor's location choice, location of competitor and availability will determine booth location. Show management 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.

**Use of Space and Solicitation:** All demonstrations, displays, interviews, distribution of literature, lectures, sales and transactions of business of any nature whatsoever must be confined to the limits of the exhibit booth. The aisles and other spaces in the Knoxville Convention Center not leased to Exhibitors shall be under control of Exhibit Management. Sideshow tactics or any undignified methods of attracting attention will not be permitted. (Note: No person or persons other than Exhibitors will be permitted to conduct business in the Knoxville Convention Center without authorized permission from the Exhibit Management. Violators will be escorted from the premises. Exhibit Management asks that all Exhibitors abide by the set rules and to report any known violators to the management for disciplinary action.) Exhibitors shall not assign or sublet any space rented by them, nor shall they in any way represent, exhibit, solicit, demonstrate or advertise on behalf of any person or manufacturer merchandise, equipment or services unless such merchandise, equipment or services is sold, distributed or provided on a continuing basis by the Exhibitor. Exhibitor will be fined \$500 per violation. **Exhibit management reserves the right to restrict selling products not identified on the Exhibitor's contract.**

**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. All materials must be substantial and fixed in a specified area for the duration of the show. Fasels, signs, products, chairs, etc. must not be placed beyond the booth area into aisles.

**Construction of Exhibits:** All exposed parts of the display and/or equipment must be finished or covered in a 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 an 8' high back wall of draperies with aluminum uprights and stanchions. The division rails will be 36" high with draperies. All display fixtures over 4 feet in height and placed within 10 linear feet of an adjoining exhibit must be confined to the back half of the exhibit. Exhibits must be configured to avoid blocking the sightline from the aisle to adjoining booth.** 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. 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 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. 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

#### 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.

**Safety Precautions:** Exhibitors shall take precautions for the safety of their personnel, other Exhibitors and all other persons upon the premises, and shall comply with all applicable provisions of Federal, State and Municipal safety laws, building codes and ordinances.

**Fire Prevention:** All booth decorations must be flameproof and all hanging or draped items/materials must clear the floor. Electrical wiring must conform to the National Electrical Code Safety Rules. If inspectors indicate that any Exhibitor has neglected to comply with these regulations or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular. City fire regulations must be observed. All fabrics decorative or otherwise must be flame-proofed in accordance with fire prevention requirements of City of Knoxville (Tennessee). Flame Retardant Treatment: All decorations, drapes, signs, banners, acoustical materials, hay, moss, split bamboo, plastic cloth and similar decorative materials shall be flame retardant. The Fire Prevention Bureau will test any questionable material.

**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.

**Sales:** Exhibitors may sell merchandise on the Exhibitor floor. Exhibitor is responsible for collecting 9.25% sales tax on all purchases. Distribution of free samples and advertising materials shall be made only from the booth. No alcoholic beverage is allowed within Exhibition facility to sample, distribute or sell by Exhibitors.

**Exclusivity:** Exhibit Management does not guarantee and the exhibitor specifically agrees that there shall be no guarantee on the exclusivity of any particular line, brand or category of merchandise.

**Noise-Making Devices:** Operators of noise-making exhibits or demonstrations must secure approval of operating methods from Show Management prior to Show opening. Operations must be conducted or arranged that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors.

**Liability:** Exhibit Management, Sponsors, Landlord, and Exhibitor Services, and their officers and staff members disclaim all liability for damages or losses caused by fire, water, flood, windstorm, utility failures, rodents, acts of vandalism, insurrection, civil disorders, strikes, criminal acts, or 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 to Show Management and facilities management for information concerning 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.

**Care of Building and Equipment:** Exhibitors or their agents shall not injure or deface the walls of the building, the booths, or the equipment of the booths. Exhibitors are forbidden to drive tacks, nails or screws into the walls or woodwork. When such damage appears, the Exhibitor is liable to the owner of the property damaged. **No helium balloons or glitter** allowed in facility. A \$250 fine per violation will be assessed to the exhibitor.

**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 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.

**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 8:00 PM on Thursday, February 15, 2018. Failure to set by the specified move-in deadline will result in forfeiture of exhibit space and all monies paid. Construction in any booth space 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 18, 2018 at 5:00 pm** or jeopardize their eligibility for future shows and be assessed a \$200 fine. All exhibitors are required to remove all items off the pipe, drape, tables and chairs at the conclusion of the show. Dogwood Arts, the pipe and drape company, the stage production and lighting company, Co-Sponsors, the Knoxville Convention Center, SMG and the City of Knoxville will not be held responsible for any items not removed. All exhibitors must be moved out by 9 p.m. on Sunday.

#### Official Show Contractors:

Show Management will select official contractors to provide certain services and equipment to exhibitors at the exhibit hall during installation, show operation and dismantling. Official contractors, contact information and order forms will be listed on dogwoodhouseandgarden.com.

**Exhibitor/Show Cancellation:** All cancellations must be submitted to Dogwood Arts in writing. If vendor cancels participation before December 29, 2017 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 December 29, 2017. In the event the Dogwood Arts House & Garden Show is not held due to an Act of God, there will be no liability from Dogwood Arts Festival to the Exhibitor. In the event the Dogwood Arts House & Garden Show is not held for any reason other than an Act of God, and the full cost of the exhibit space rental has been paid, the liability of Dogwood Arts to the Exhibitor shall be limited to 50% of payment received as exhibit space rental.

#### 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 in 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. Solicitation for donations is not permitted.

**Indemnification and Hold Harmless Agreement:** Exhibitor agrees to indemnify, defend and hold Dogwood Arts, the Knoxville Convention Center, SMG, the City of Knoxville and Co-Sponsors harmless from any and all loss, injury or damage arising in any way from Exhibitor's acts, omissions or negligence or those of its employees or agents during the 2018 Dogwood Arts House & Garden Show scheduled for Friday, February 16 through Sunday, February 18 at the Knoxville Convention Center. Exhibitor further agrees to make no claim against Dogwood Arts, The Knoxville Convention Center, SMG, the City of Knoxville or Co-Sponsors for loss, injury or damage to its employees, agents, contractors or property resulting in any way from Exhibitor's participation in the Dogwood Arts House & Garden Show. Exhibitor agrees to submit to Dogwood Arts no later January 15, 2018, a certificate of insurance evidencing its Worker's Compensation insurance coverage with statutory limits and its general liability insurance coverage with an occurrence form and combined single limit of not less than \$1,000,000 per occurrence. Such certificate must have named Dogwood Arts, the City of Knoxville, the Knoxville Convention Center, SMG, Co-Sponsors, and their directors, officers, employees and agents as additionally insured under general liability from February 11-18, 2018. The dates include exhibitor move-in, general public admittance and exhibitor move-out days.

**Vehicles:** Motor vehicles parked in the Knoxville Convention Center during an event shall have locking gas caps or tape over their fuel supplies, gas tanks reduced to less than one-fourth (1/4) tank of fuel not to exceed 10 gallons and the positive lead to the battery disconnected.

#### 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.

**Register to Win:** Register to Win games 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 online 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 complication and fines for your business.

**Interpretation and Amendments:** Exhibit Management shall have the full power to interpret and enforce all rules contained herein and the power to make amendments thereto and to enact such rules and regulations as shall be considered necessary for the proper conduct of Dogwood House & Garden Show.