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The Garden Show 2023

An Exposition of Earth-Kind® Gardening
Presented by the Collin County Master Gardeners
March 18-19 at Myers Park & Event Center - McKinney

VENDOR APPLICATION AND CONTRACT FOR EXHIBIT SPACE

This application for exhibit space at Myers Park, Collin County, Texas, on March 18-19,2023, for THE GARDEN SHOW, will become a contract between Collin County Master Gardeners Association (hereinafter called CCMGA or "presenter") and the undersigned representative below (hereinafter called "exhibitor") upon acceptance by presenter and is based upon the terms set forth below and, on the rules, and regulations which must be strictly adhered to by the exhibitor, their employees, and representatives.

COMPANY: Sample Contract
ADDRESS: 1281 Red Oak Trail
CITY: Fairview **STATE:** Texas **ZIP:** 75069
CONTACT PHONE: 4696676368
CONTACT NAME: Cheryl J Long **CONTACT EMAIL:** cheryl_dennylong@sbcglobal.net
WEBSITE: none
BOOTH REQUEST: 5x10

COMPANY DESCRIPTION: Garden Widgets
Products/Services subject to approval of show management.

By signing this contract, I/we have read and agree to abide by all rules, regulations and policies set forth by Collin County Master Gardeners Association, Myers Park, local and federal laws/ordinances, as well as all of the Exhibitor Conditions affixed to the back of this contract or faxed. Any violation of this contract will result in legal action if necessary. I understand that Collin County Master Gardeners Association holds the right for whatever reason to cancel this contract at no obligation, to change show date(s), venue as needed and that all monies paid are non-refundable unless cancellation is 30 days prior to the show date. The individual hereby signing this contract warrants that he/she has been duly authorized to execute this binding contract and that the exhibitor named will continue to fulfill these terms even if the individual ceases to be a part of the exhibitor's company. This contract constitutes the entire agreement between show management and the exhibitor.

Cheryl Long

APPLICANT SIGNATURE

1/19/2023

DATE

PLEASE RETAIN A COPY OF THIS CONTRACT FOR YOUR RECORDS

gardenshow@ccmgatx.org ccmgatx.org/TheGardenShow [facebook.com/ccmgatx](https://www.facebook.com/ccmgatx)

CONDITIONS OF CONTRACT

COVENANTS

1. The exhibitor is contractually liable for any legal fees or costs in fulfilling the terms of this contract.
2. The exhibitor agrees to abide by all rules and regulations adopted by CCMGA, the show sponsors, and agrees that CCMGA shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
3. The exhibitor agrees to observe all agreements between CCMGA and the official contractors (Myers Park) serving the show facility and the building in which the show is taking place and to observe the labor laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display, which might be a violation of any laws, bylaws, ordinances, or regulations of any government or regulatory body.
4. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade of business in their space allocated. Further, if the exhibitor is serving food samples, the exhibitor is responsible for obtaining a health permit from the appropriate government authorities, and for complying with all rules, regulations, and fees thereof.
5. The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor has the approval of CCMGA and (i) satisfies CCMGA that the contest is being operated in accordance with the law and (ii) provides a letter of credit or other security satisfactory to CCMGA covering the value of the prize(s).

ADVERTISEMENT AND ATTENDANCE

CCMGA does not imply, infer, or guarantee attendance figures, or advertising commitments. Every attempt is made and determined by CCMGA to implement an effective campaign to facilitate maximum attendance. CCMGA shall not be held liable in any way, including, but not limited to refunds, returns, loss of income, loss of potential income, labor, etc. for any failure or results from the show and or expectations from exhibitor.

DISPLAY REGULATIONS

The exhibitor agrees to occupy the contracted exhibit space during the term agreed upon and to exhibit only the products described in this contract unless approved in writing by CCMGA. CCMGA reserves the right, unto its own discretion to: (i) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or exhibitors which CCMGA considers objectionable, and (iii) relocate exhibitors or exhibits when in CCMGA opinion such moves are necessary to maintain the character and/or good order of the show. CCMGA does not offer any exclusivity to any products or services, nor do we guarantee that you will not be positioned close to a competitor. The exhibitor shall be responsible for ordering/payment to assigned contractors for any additional plumbing or electrical needs not normally provided by Myers Park. Any outside contractors shall be approved by CCMGA and Myers Park. CCMGA is not responsible or liable in any circumstances for work or payment provided by such contractors. CCMGA and Myers Park are also not responsible or liable for any merchandise or equipment delivered by or to any exhibitor. All aisles and doors to the show site will be under the control of CCMGA and Myers Park. Exhibitors may not extend booth or display into aisles or obstruct the view of other spaces, including height of display. Exhibitors or any of their representatives may not sell product, hand out merchandise or literature other than in their assigned exhibit space unless approved by CCMGA. Exhibitor acknowledges that the floor surface is packed earth, and that there shall be no digging or stakes in the ground. In addition, floors may be lightly sprinkled at night to reduce dust. If floor coverings are desired, they will be approved by CCMGA and Myers Park and provided by the exhibitor.

DEPOSIT AND PAYMENT TERMS

All deposits are non-refundable. If notice of cancellation is not submitted in writing prior to 30 (thirty) days of the show date, the exhibitor is liable for full payment of his space rental under the contract unless the space is rented to a new vendor. In the event the exhibitor fails to make payment as aforementioned or fails to comply in any respect with the terms of this contract, CCMGA reserves the right to cancel this contract without notices

and all rights of the exhibitor hereunto shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by CCMGA as liquidated damages for breach of this contract and CCMGA may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented. CCMGA reserves the right to change the show dates and/or venue. The balance of the contract is due and payable by **January 15, 2023**. Any portion of the balance which remains unpaid after the due date will accrue interest at a rate of 10% per annum or the maximum interest rate allowed by law.

BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of CCMGA or Myers Park, its agents, officers, employees, or any other exhibitor(s). The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of CCMGA or Myers Park, its agents, or any other exhibitor without approval. CCMGA is not responsible for any assigned exhibitor parking during setup, show times or break down.

CONDITIONS OF CONTRACT REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during agreed upon dates of the show but will remain intact until the end of the final closing hour of the last reserved show day. The exhibitor also agrees to remove its display and equipment from the show site no later than **7:00 pm, Sunday, March 19, 2023**. The exhibitor agrees to pay for such additional cost as may be incurred by failure to comply with this timeframe.

CANCELLATION OR CURTAILMENT OF SHOW

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of CCMGA and Myers Park and the show sponsors, or if any reason, CCMGA is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, CCMGA, Myers Park and the show sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire, lightening, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lockout, or boycott. In the event of failure to provide exhibit space, CCMGA may terminate this agreement in its entirety.

NSF CHECKS

In the event that the exhibitor's check is returned by a bank or financial institution of any sort, due to insufficient funds, a \$34 administration fee will be charged to the exhibitor. The returned check may be collected through a third-party collection agency that will utilize electronic debit as well as assess processing fees.

ASSIGNMENT AND SUBLETTING

The exhibitor shall not assign any rights under this agreement or sublet the space without prior permission of CCMGA, which permission may be arbitrarily withheld at the sole discretion of CCMGA.

INDEMNITY

The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall fully hold harmless and make no claim or demand or take any legal action, whatsoever against CCMGA, the show sponsors, or Myers Park, for any loss, damage or injury however caused, to the exhibitor, its officers, employees, and agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space or its environs, for personal injuries, death, property damage or any other damage sustained by the exhibitor or its officers, agents, employees, or those for whom in the law they are responsible, or CCMGA or an attendee to the show.

EXHIBITOR'S PROPERTY

CCMGA and Myers Park will not be responsible or liable for the safety of the exhibitor or its merchandise, property, employees or customers from theft, injury or damage from fire, civil tumult, accident, or Act of God. The exhibitor's property at the show shall be at the sole risk of the exhibitor and CCMGA and Myers Park assumes no responsibility for the loss or damage there unto.

Collin County Master Gardeners Association is a 501(c)3 organization

Having problems? Need help? webmaster@ccmgatx.org

(Session Info: 615, cheryl_dennylong@sbcglobal.net, Cheryl Long, Certified,
member;sendemail;projectlead;mgtrainingteam;tgsvendoradmin, True)

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