

# The Whole Bead Show Inc<sup>®</sup> Official Contract 2008-2009 Shows

Company Name: \_\_\_\_\_

**Check the box if we can publish this information on our website and any advertisements?**

Yes

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website Address: \_\_\_\_\_

General Description of Product **THAT YOU WILL HAVE AT THE SHOW ONLY** (please check all that apply):

- |  |                                      |                                       |   |
|--|--------------------------------------|---------------------------------------|---|
| <input type="radio"/> Amber            | <input type="radio"/> Coral          | <input type="radio"/> Jewelry         | <input type="radio"/> Stones              |
| <input type="radio"/> Bali Silver      | <input type="radio"/> Crystal        | <input type="radio"/> Lampwork        | <input type="radio"/> Supplies            |
| <input type="radio"/> Bead Kits        | <input type="radio"/> Czech Glass    | <input type="radio"/> Lucite          | <input type="radio"/> Swarovski Crystal   |
| <input type="radio"/> Bone             | <input type="radio"/> Dichroic Glass | <input type="radio"/> Netsuke         | <input type="radio"/> Thai Silver         |
| <input type="radio"/> Buttons          | <input type="radio"/> Findings       | <input type="radio"/> Pearls          | <input type="radio"/> Tools               |
| <input type="radio"/> Chain            | <input type="radio"/> Glass Beads    | <input type="radio"/> Pendants        | <input type="radio"/> Vintage             |
| <input type="radio"/> Chinese Lampwork | <input type="radio"/> Gold           | <input type="radio"/> Pewter          | <input type="radio"/> Wholesale Discounts |
| <input type="radio"/> Clasps           | <input type="radio"/> Gold Vermeil   | <input type="radio"/> Seed Beads      | <input type="radio"/> Wood                |
| <input type="radio"/> Clay             | <input type="radio"/> Handmade Glass | <input type="radio"/> Shell           | <input type="radio"/> _____               |
| <input type="radio"/> Cloisonné        | <input type="radio"/> Indian Silver  | <input type="radio"/> Sterling Silver |   |

**1. Contract for Space:** The Whole Bead Show Inc<sup>®</sup> (known as *management* or *we* from here on out) must receive a signed contract for the current calendar year upon merchant signing up for their first show of that year. The Management may refuse any contract or show request for any reason. The Management may cancel any request form without refund to merchant, and may re-assign booth assigned to merchant upon failure of merchant to: (1) make payments as required; (2) abide by the rules and regulations listed in this contract; or (3) claim his/her assigned booth by one hour before the open of the show on the first day.

**2. Space Rental and Payment:** A deposit of 50% of the cost of booths(s) must accompany show request forms. The total cost of the space (less the deposit) must be paid by the final payment date set on request form. If request form is received by The Whole Bead Show Inc<sup>®</sup> after final payment date set on request form, 100% of the total cost of the space must accompany the application. It is explicitly agreed by the merchant that in the event they fail to install their product in their space within the time limit on individual show memo for setting up and opening exhibits, or fails to pay the space rental at the time specified, or fails to comply with other provisions concerning his use of exhibit space, the Management shall have the right to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. Payments can be made by check, money order, cash, or credit card with accompanying credit card authorization form. Space will not be reserved until all items are received. *Incomplete forms will take longer to process and may result in missed opportunity. All show fees, including deposits, are not refundable for any reason.*

**3. Late Fees:** All due dates are stated on the request forms and the merchant is responsible for remitting payment on time. If payment is not received within 30 days of the due date, an 18% APR penalty of monies owed will be assessed (For each \$100 a charge of \$1.50 accrues each 30 day period until cancellation). Late fees will be paid before balances due. If full payment is not received 90 days prior to the show, We reserve the right to cancel contract and all booths lost without a refund.

**4. Discounts:** The Whole Bead Show Inc<sup>®</sup> offers a discount for shows paid in full with one payment before the date specified on request forms. Merchant must fill out 'amount enclosed' space clearly indicating that they would like to pay the full amount (ie. 100%, full, all, etc). Any overpayment can only be used for show credit and will not be refunded if not used. Please refer to request forms for further details.

**5. Assignment of Space:** The Whole Bead Show Inc<sup>®</sup> assigns booths on a first-come, first-served basis. We assign space in keeping with preferences requested by merchants whenever possible. Only one Merchant per booth allowed without written permission. We reserve the right to place merchants where We see fit.

**6. Installation and Dismantling of Exhibits:** All exhibits must be completed, manned and ready for business by one hour before open of the show on the first day. No merchant shall commence dismantling or packing their product prior to the close of the last day of the show. Merchants will not be allowed inside the show room at any time other than designated set up times found on the individual show memo. The individual show memo will available online and will be mailed 30 days prior to each show, listing setup times and specifics. Please respect set up times and DO NOT come into or bring merchandise or displays to the ballroom prior to setup time. If merchandise or displays need to be moved by The Whole Bead Show Inc<sup>®</sup> staff, due to early arrival, a fee of \$25.00 per item will be charged. Tables and chairs are provided in booth; however, if something else is needed, please ask one of The Whole Bead Show Inc<sup>®</sup> staff for assistance. Do not ask venue staff for items, such as tables. If tables, extension cords, chairs, etcetera are used without permission a fee will be assessed. Phone lines are not provided with booths.

**7. Display Allowances:** Merchandise may not extend beyond allotted booth space. Nothing may be leaned on or fastened to the wall. The Management encourages creativity, but displays must meet reasonable decorum and safety standards. Posters, banners and signs must be no larger than 18" X 24". Please no large lettering with words like "wholesale to the public", "50% off", "Sale", etcetera. Nothing displayed above 6 feet in the center of the room and nothing above 8 feet along the walls.

**8. Additional Tables:** Each booth includes table(s); see individual show Request Form for further details. Additional tables may be purchased or brought to some shows; further information can be found on the individual show memo.

**9. Responsibilities of Merchant:** The Whole Bead Show Inc<sup>®</sup> is both a retail and wholesale trade show, unless otherwise specified. Merchandise should be priced at retail, and then offered at a wholesale price to buyers with a resale license. Customers are registered at the door as either a retail or wholesale buyer depending on credentials and will be provided with a badge. Merchants must collect Sales Tax on all retail sales. The merchant is responsible for obtaining any licenses, permits, or tax identification numbers required under local, state or federal law, and paying all taxes, license fees or other charges that might become due in connection with its activities at The Whole Bead Show Inc<sup>®</sup>. Merchants and their workers must wear a badge, which is distributed at the beginning of the show. It is the responsibility of the merchant to make sure that the badge stays in their possession the duration of the show and that only their employees wear one. There is a \$5.00 refundable deposit for merchant badge when returned at the end of the show. Refunds may not be given on badges returned at a later date.

**10. Limitation Of Liability:** The Management, its subcontractors, or the official venue shall not be responsible for any loss, including but not limited to lost revenue, damage, or injury that may occur to the merchants, merchants' guests, employees, or property, from any cause whatsoever, prior to, during, or subsequent to the period covered by this contract, and the merchant on signing this contract expressly releases Management from and agrees to indemnify them against any and all claims for such loss, damage or injury; provided, however, that this provision of the Contract shall not be applicable if such loss, damage, or injury is caused by the negligence or misconduct of the Management or any of their subcontractors, the official venues and other such representatives.

**11. Limitation of Lost Revenue:** The Management, its subcontractors, or the official venue shall not be responsible for any lost revenue caused by including, but not limited to, booth space cancellation, show cancellation, or denial of booth space.

**12. Insurance:** All property of the merchant is understood to remain under his custody and control, in transit to or from or within the confines of the official venue. Merchants are advised to carry floater insurance to cover exhibit material against damage or loss and public liability insurance against injury to the person or property of others. Exposition insurance policies do not extend to cover liabilities of merchants.

**13. Security:** Every reasonable precaution will be taken to protect property during the installation, show, and removal periods. However, the Management, service contractors, and the Management of the official venue are not responsible for the safety of the property of merchants from theft, damage by fire, accident, vandalism or other causes.

**14. Defacing Property:** Merchants must not tape, paste, thumbtack, nail or otherwise affix signs or posters to the walls or tables of the venue. If any damage is caused to the exhibit hall property, accidentally or otherwise, the merchant will be billed for the full cost.

**15. Lighting Restrictions:** Electricity maximums and cost, if not included, are listed on individual show memo. Merchants must bring their own extension cords and strips; electrical outlet may be as far as 10' from booth.

**16. Amendments:** Any and all matters or questions not specifically covered by preceding rules and regulations shall be subject solely to the decision of the Management. These rules and regulations shall be binding on merchants equally with the foregoing rules and regulations. Merchants not observing these rules and regulations or expressing unwillingness to observe them, will be asked to leave and will forfeit monies paid. The Whole Bead Show Inc<sup>®</sup> reserves the right to close any show due to "Acts of God" or if circumstances make it impossible to fulfill the contract. No refunds will be given.

**17. Dispute Resolution:** Any and all disputes shall be resolved consistent with California law. In the event suit is filed to determine a party's rights or obligations under this contract it shall be brought in the Nevada County Superior Court, Nevada County, California.

**18. Attorneys Fees:** In the event any action or proceeding is brought involving the parties arising out of this agreement the prevailing party shall be entitled to court costs as well as reasonable attorney's fees determined in that action or a separate proceeding brought for that purpose.

**By signing, I acknowledge that I have read, understand, and agree with the terms of this contract.**

Signature \_\_\_\_\_

Date \_\_\_\_\_