

2010/2011

# APPLICATION/CONTRACT FOR EXHIBIT SPACE

2010 FOUNTAIN HILLS FESTIVAL OF ARTS AND CRAFTS – NOV. 12-14

2011 FOUNTAIN HILLS GREAT FAIR – FEB. 25-27

2011 ST. PATRICK'S DAY FESTIVITIES & GOLF TOURNAMENT - MARCH 11 & 12

Event Dates \_\_\_\_\_

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

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

What products and/or services will be exhibited?  
\_\_\_\_\_  
\_\_\_\_\_

(Check all that apply):

PRESENTING SPONSOR \$25,000

OFFICIAL SPONSOR \$15,000

**EXHIBITOR**

\$2,500 – 10' x 10' OR  \$4,500 – 10' x 20'

For spaces larger than 10' x 20' please contact Hennen Publishing 480.664.0541 or info@hennenpmg.com

**Number of Exhibit Booths Needed:** \_\_\_\_\_

**Electricity Needed:**  YES  NO (check one)

Electricity is only available on Saguario Blvd. and must be reserved in advance

On Site Event Contact: \_\_\_\_\_

Tax ID/Exemption No.: \_\_\_\_\_

**TERMS AND CONDITIONS** We agree to the following:

Payment in full is due on or before Event. Payment will be made to Hennen PMG, agent of the Fountain Hills Chamber of Commerce (FHCC). (Note: Payments received the month of the Event must come in the form of certified funds or cashiers check).

Exhibits must be in place by 9 a.m. on the Friday of the Event, and must be maintained until 5 p.m. Sunday. Exhibitor will furnish the materials needed for the exhibit: tent, table, chairs, extension cords and any other supplies necessary to maintain the booth; and will pay all taxes due on sales made.

To ensure the availability of booth space and timely receipt of informational materials, Exhibitor applications must be received a minimum of two weeks prior to the event. A limited number of booths are available. Location assignments will be at the sole discretion of the FHCC, and booths will be assigned on a first come, first serve basis.

Written cancellation must be sent to Hennen PMG, postmarked a minimum of 30 days prior to the event, to receive a refund. After that date, no refunds will be issued.

Nothing in the Agreement shall be construed to place the parties in the relationship of partners or joint ventures or agents, and the Exhibitor shall have no power to obligate or bind the FHCC in any manner whatsoever. This Agreement and any rights herein granted are

personal to Exhibitor and are not assignable by either party without the prior written consent of the other.

Neither party shall be responsible for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by, but not limited to acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**Liability and Insurance:** FHCC and Hennen PMG shall not be responsible or liable for loss, theft or damages of property or equipment belonging to the Exhibitor, visitor or guest.

Exhibitors are required to carry insurance on their exhibits, and name FHCC, Hennen PMG and the Town of Fountain Hills as additional insured.

Exhibitors agree to observe and strictly comply with the rules and regulations set forth in this agreement and with such other reasonable rules and regulations as the Event management may, in its judgment, deem necessary for the proper conduct, safety or care of the exhibition area. In the event that the Exhibitor breaches any portion of this agreement, the FHCC shall have the right to immediately terminate this agreement and any amounts paid and exhibit space shall be forfeited.

**AGREED AND ACCEPTED:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

**AGREED AND ACCEPTED ON BEHALF OF FHCC:**

Hennen Publishing & Marketing Group  
3645 N. Marshall Way, Ste. 3, Scottsdale, AZ 85251 tel. 480.664.0541 fax. 480.664.0591

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

As agent for FHCC

All inquiries of a contractual nature shall be directed to the following designated person:

**Erin Edelstein** erin@hennenpmg.com  
3645 N. Marshall Way, #3  
Scottsdale, AZ 85251  
Office: (480) 664-0541  
Fax: (480) 664-0591

Hennen Publishing & Marketing Group (HPMG) has been appointed to manage the sales and marketing affairs of the Fountain Hills Festivals at the direction of the FHCC. Ms. Edelstein is an employee of HPMG, which is acting as an agent for the FHCC.

---

## EXHIBITOR GUIDELINES

To ensure your exhibiting experience at the Fountain Hills Festivals is a success, please read the following rules and regulations carefully. By submitting an application for booth space, you agree to abide by these and any other rules and regulations set forth for this event.

**Exhibitor space** – Exhibitor will have one (1) prominent exhibit space located on a hard, flat surface (street) to promote their products and/or services. Exhibitor shall provide their own tent, table, chairs, extension cords and any other supplies necessary to maintain their booth. Signage in space will be provided by Exhibitor (signage must be approved by Festival Management). Exhibitor will also have the opportunity to distribute company information and materials (all collateral provided by Exhibitor). The Exhibitor staff must stay within or in front of their designated space and not roam throughout the event.

Any Exhibitor equipment needed, such as tents, tables, chairs, or generators, can be arranged through ProEm, Brent Mabb, (480) 507-0999, brent.mabb@proem.org

**Insurance** – Exhibitor must provide Proof of Insurance naming FHCC, Hennen PMG, and the Town of Fountain Hills as additional insured parties on Exhibitor event insurance.

**Set-up/tear-down times** – Exhibitor can begin set-up any time after 5 p.m. Thursday, the day before the Event. Set-up of booth space must be complete prior to 9 a.m. Friday morning of the Event. Tear-Down starts at approximately 5:30 p.m. Sunday evening of the Event and continues until 6 a.m. Monday morning.

**Additional expenses** – Exhibitors are responsible for all costs incurred for transportation, accommodations, meals, shipment of product to/from the festival site and payment of sales taxes if applicable.

**Terms of payment** – Exhibit space is assigned once appropriate payment is received. Full payment is required with each application and should be made payable in U.S. funds. To ensure availability of exhibit space, the exhibitor application and contract must be received a minimum of two weeks prior to Event. Payment received the month of the Event must be in the form of certified funds or cashier's check.

**Approval of exhibitors** – Exhibitor approval notification will be provided upon receipt of the following:

1. Completed exhibitor application and contract
2. Full payment of appropriate fees
3. Exhibitor's tax identification number

Note: First-time exhibitors must provide information/samples of all literature, products, merchandise, goods and services to be distributed, displayed, promoted or sold.

**Booth assignment** – Booth assignments will be at the sole discretion of the Event management and will be assigned on a first-come, first-served basis. Approved applicants will receive written notification of their participation, including booth assignment.

**Cancellation of booth space** – Should an exhibitor find it necessary to cancel, written notification must be sent to Hennen PMG. Requests postmarked a minimum of 30 days prior to the event will receive a refund. There is no refund for cancellations postmarked after the deadline, regardless of circumstances.

### Permitted activities

1. The distribution and display of pre-approved literature and/or product samples from within the assigned booth space.
2. Taking orders for the sale of pre-approved merchandise, products, goods or services.
3. Conducting a drawing or other giveaway from within the assigned exhibit space as long as it does not involve the exchange of money, as in the purchasing of a chance or raffle ticket.
4. The utilization of audio/visual equipment, as long as the volume does not disturb surrounding exhibitors.

### Prohibited activities

1. The sale, display or distribution of merchandise, products, goods or services outside the assigned exhibit space.
2. Conducting a drawing or any other contest of chance or skill that involves the exchange of money, as in the purchasing of a chance or raffle ticket.

**Security** – 24-hour security is provided on-site by the Maricopa County Sheriff's Department. They have 2 officers that walk throughout the show, from Friday morning through Sunday evening, including overnight Friday and Saturday nights. For private security service, please call (480) 837-2047, Sheriff's Department and ask for Capt. Kleinheitz – let them know you're participating in the Festival. Regardless of security measures, neither the FHCC, Town of Fountain Hills nor Hennen PMG will be responsible for damage to, loss or theft of property belonging to any exhibitor, visitor or guest.

**Food vendors/sampling** – In order to distribute food, a Maricopa County Health Department Permit must be secured - Greg Epperson, (602) 506-6978, geppers@mail.maricopa.gov. Ice for the fair must be purchased from the Festival Ice Vendor – David Iverson, (480) 837-0303; the cost is \$7 for a 40 lb. bag and will be delivered to your booth.

---