



# AGREEMENT

This document serves as a legal binding contractual agreement between Jim Lieber (producer) and \_\_\_\_\_ (exhibitor) for participation in the Expo 419 to be held outdoors in The Stranahan Parking Lot Saturday, May 1, 2021, 11 AM – 7 PM and Sunday, May 2, 2021, 11 AM to 5 PM.

### JIM LIEBER AGREES TO THE FOLLOWING RESPONSIBILITIES:

1. To produce, promote, and market an extensive advertising media campaign including but not limited to: Newspaper, TV, Radio, Press Releases, Phone Marketing, Direct Mail, E-mail, Lead Lists, Facebook, Website, YouTube, & Twitter.
2. To provide continuous updated show information on expo419.com, Facebook, Twitter, & via E-Mail.
3. To provide floor layout displaying booth locations & website links of participating Exhibitors on expo419.com.
4. To provide pre-registration for customers on our website.
5. To provide FREE Parking and Parking Attendants to control the parking and to direct visitors.
6. To provide 10' x 10' display area including (1) 8' table and (2) chairs per booth.
7. To provide FREE electrical outlet if needed, but must mark on contract in advance
8. To provided pre-paid ticket sales on our website.
9. To provide Emcee to continuously highlight & promote your business throughout the show & announce door prizes, if applicable.
10. To provide and distribute Show Directory with your company contact information to all prospective customers.
11. To provide a detailed list of registered and pre-registered customers and to distribute to exhibitors via e-mail.

### EXHIBITOR AGREES TO THE FOLLOWING RESPONSIBILITIES:

1. To pay a non-refundable deposit of \$100 with return of signed Contract Agreement.
2. To pay balance no later than show date. Under NO circumstances will exhibitor be permitted to occupy space without balance paid.
3. To post Show Information & Invitations on your Facebook page as much as possible prior to show date.
4. To submit Door Prize Form (optional) to Emcee prior to show start & take responsibility of door prize distribution, if applicable.
5. To set up booth display any time after 8 AM & NO LATER than 11 PM on Saturday. Setting up during show hours is 100% restricted. *No refund will be made for spaces assigned and not occupied by 11 AM on both days.*
6. To restrict booth occupancy to one company's products or services only. Unauthorized use of exhibit space will result in expulsion of booth and fees equivalent to Exhibitor's space in the Show.
7. To provide your own wifi source during the show.
8. To provide your own table linens and signage.
9. To comply with all laws, ordinances, and regulations pertaining to licensing, sales tax, health, fire prevention, public safety, & copyright.
10. To maintain and operate booth through close of the show. Breaking down early not permitted.
11. To not copy, lend, sell, or trade the Registered Customer Lead List. Legal charges will be pursued if given or sold to a 3rd party.
12. To read, understand, and abide by the Terms & Conditions adjoined to this Contract Agreement.

### PLEASE PRINT – Starred items will be listed in the Show Directory

\*Company Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 \*Phone \_\_\_\_\_  
 Facebook \_\_\_\_\_  
 \*Website \_\_\_\_\_  
 \*E-mail \_\_\_\_\_  
 Type of Service: \_\_\_\_\_

Single Booth - \$500 \_\_\_\_\_  
 Extra Table - \$25 ea. How many \_\_\_\_\_  
 Electric (N/C) \_\_\_\_\_  
 Bag Flyer - \$50 \_\_\_\_\_  
 TOTAL DUE \_\_\_\_\_

### Deposit \$100

The undersigned hereby represents & warrants that he/she is duly authorized to execute the terms of this contract agreements and has read and fully understands.

X \_\_\_\_\_



**SEND COPY OF AGREEMENT & DEPOSIT PAYABLE TO JIM LIEBER**  
 P.O. BOX 355 • MAUMEE, OH 43537  
 OR EMAIL expo419info@gmail.com • (419) 376-7200

# EXPO 419

## TERMS & CONDITIONS

**Exhibitor Agreement:** The Terms & Conditions along with the adjoining Contract Agreement comprise the entire agreement between Jim Lieber and the Exhibitor for the Expo 419. The Contract Agreement for the Expo 419 presented by Jim Lieber will not be processed if an incomplete, unsigned, or illegible Contract is submitted. The parties agree that, if a signed copy of the agreement is transmitted by Facsimile or E-mail, the said copies shall be deemed to be an original document, fully enforceable there as. Jim Lieber agrees to provide Exhibitor booth space at the Expo 419 according to the Terms and Conditions listed below and for the hours determined by Jim Lieber. Jim Lieber will not guarantee any exclusive right to any exhibitor in any product category and reserves the right to refuse any exhibitor/advertiser. **Note:** The Contract Agreement, when signed by Exhibitor, constitutes a binding legal agreement. The Exhibitor agrees that upon acceptance of the Contract Agreement by Sounds of Music, with or without appropriate payment, this Contract shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms.

**Exhibitor Fees:** Exhibitor shall pay the required deposit amount to Jim Lieber upon execution of the Contract Agreement. Exhibitor shall pay all remaining portions before the due date listed on the adjoining Contract Agreement. All amounts due to Jim Lieber under this agreement are unconditional obligations of Exhibitor and shall be paid to Jim Lieber as described herein and are non-refundable. Under no circumstances will the Exhibitor be permitted to occupy its exhibit space if full payment has not been received. If Exhibitor's assigned booth is empty at 11 AM the day of the show, Exhibitor's rights to the booth hereunder shall be terminated, and all monies paid to Jim Lieber hereunder shall be retained by Jim Lieber, all as liquidated damages. The parties agree that a monthly charge of 1.5% shall be added to past due accounts and if Exhibitor defaults, 25% of the unpaid balance shall be added to the amount past due as liquidated damages. Furthermore, Jim Lieber shall be entitled to receive from Exhibitor reasonable attorney's fees together with court costs and all expenses incurred to collect said debt if this Contract is breached in any way.

**Exhibitor Cancellation:** No Show space may be cancelled or withdrawn once the Contract Agreement is signed, except pursuant to other provisions of the Contract. If Exhibitor proves just cause to qualify for cancellation and Jim Lieber deems just grounds for request of cancellation then it must be in writing no later than 30 days before the scheduled Show and shall become effective when received by Jim Lieber; the deposit being withheld unconditionally. Both the Exhibitor and Jim Lieber acknowledge that Jim Lieber will sustain losses if the Exhibitor cancels Contract Agreement after said time frame. Therefore, all payments made or due to Jim Lieber shall be fully earned and deemed non-refundable, in consideration for expenses incurred by Jim Lieber and its lost or deferred opportunity to provide exhibit space to others.

**Exhibit Space:** Exhibit space is based on the type of booth purchased. Space selection will be handled on a first-come, first-serve space available basis. While every effort will be made to honor requested booth locations, Producers reserve the right to determine the final layout of the Show and Jim Lieber may change the floor plan or booth assignments upon sole discretion. Exhibitor may not assign, sublease, or otherwise share the booth or its rights under the contractual agreement. Exhibitor agrees to be held liable for any such unauthorized use of its exhibit space and that the damages to Jim Lieber resulting from each unauthorized use will be set at a dollar amount equal to the fee for the Exhibitor's space in the Show. Only the company name listed on the Contract is considered an official Exhibitor. Exhibitors are restricted from handing out publications that have non-exhibitors in them or from displaying information at their booths from a non-paying vendor without prior permission.

**Exhibitor Occupancy:** If the Exhibitor does not occupy their exhibit space, Jim Lieber may occupy or cause said space to be occupied as it may deem best for the interest of Jim Lieber without any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of the Exhibitor will be revoked. Exhibitor's rights to the booth hereunder shall be terminated, and all monies paid to Jim Lieber hereunder shall be retained by Jim Lieber, all as liquidated damages. No refund will be made to any Exhibitor for spaces assigned and not occupied by 11 AM on both days of the show.

**Exhibit Operations:** Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and guests. Booths must be staffed at all times during scheduled show hours and personnel must confine their activities to the exhibit space of the Exhibitor by whom employed. Exhibitor displays, decorations, & products may not exceed the boundaries of the exhibit space assigned to or protrude into the aisles. Any Exhibitor who distributes food samples agrees to follow basic food safety guidelines. Exhibitors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. Premature dismantling of and/or failure to fully staff said space during the entire show will result in the forfeiture of the exhibit space. No exhibit or portion thereof may be removed from the exhibit facility during the event and Exhibitor agrees to remove all belongings and other items, including trash, from its booth at the end of the Show.

**Property Responsibility:** In no case will Jim Lieber be responsible for theft, loss or damage to Exhibitor's product or display booth while exhibiting at show. Exhibitor agrees that it is wholly responsible for protecting its personal property on show premises. Exhibitors remain solely liable for the safety of their exhibits and all bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Displays must adhere to all local, state, and federal laws and fire regulations. Jim Lieber reserves the right to prohibit or remove any display deemed to be inappropriate or not in the best interest of the Show. Exhibitors are encouraged to secure their exhibits and products and insure their property from the time it leaves their store or warehouse until it returns, at their own expense.

**Liability and Insurance:** The Exhibitor agrees to obtain general liability insurance, property insurance to sufficiently cover exhibitor's property and contents, and workmen's compensation. Exhibitor agrees to hold harmless Jim Lieber, The Premier Banquet Complex, and their contractors, agents, officers, and employees against claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from its occupancy of the exhibit space contracted for, by reason of personal injuries, death, or property damages sustained by any person. Failure by Jim Lieber to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. The Exhibitor understands that neither Jim Lieber, or The Premier Banquet Complex maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

**Lead List:** The Customer Lead List is established for Expo 419 Exhibitors ONLY. Exhibitors recognize that the lead list is the exclusive property of Jim Lieber and is provided for the sole use of the Exhibitor to use only as a direct business marketing tool. It is further understood and agreed that the Exhibitor shall not under any circumstances copy, lend, sell, trade or share in any way the information provided in the Registered Lead List Information to a third party. This list is for exclusive use of Show participants. Understand in signing the Contract Agreement you have a contractual agreement to keep this list confidential, as it is coded and protects you from unauthorized use. If this information is used or threatened to be used in an unauthorized manner, Jim Lieber shall be entitled to seek relief in any court of competent jurisdiction, including but not limited to injunctive relief, actual and punitive damages, reasonable attorney fees, costs and any and all other expenses incurred. Exhibitor agrees not to use the list or permit the list to be used to promote any other business bridal or weddings related show or event, including Vendor's participation within such an event, and that damages suffered by Jim Lieber due to violation of each such use will be set at a dollar amount no less than \$500, additionally resulting in exclusion from future shows.

**Force Majuer:** In the event the Expo 419 is delayed, rescheduled, or cancelled due to circumstances beyond control of Jim Lieber, including but not limited to an act of God, war, not sovereign conduct, catastrophic event, natural disasters or the conduct of third parties, that this agreement remains in full force and effect during any delay or as rescheduled, and shall terminate if cancelled, with all sums paid by Jim Lieber refunded.

**Severability:** If any clause of the Contract Agreement and its Terms & Conditions are found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect without regard to the invalidated clause.