



KALAMAZOO GEOLOGICAL AND MINERAL SOCIETY....

Nov. 11th 2020

CONTRACT BETWEEN

FIRM NAME: _____

ADDRESS: _____

Name of business to be listed on website: _____

Web address for link on website: _____

PHONE: _____ E-MAIL: _____

And the **KALAMAZOO GEOLOGICAL & MINERAL SOCIETY**

Our show is held in the **KALAMAZOO EXPO CENTER**, 2900 Lake Street, Kalamazoo, MI.

Booth Fees:

\$55 per table

Booth sizes are available in 5, 7, 9 or 11 table configurations.

Two (\$110) and three (\$165) table booths are limited and must be pre-approved by the KGMS board.

Number of tables _____ x \$55.00/each table = _____

Total booth fee is due with this contract. We are no longer allowing deposits and the rest of the payment at the show. Please submit full payment with this contract to ensure you will have a booth at the show.

As an Exhibitor I will have my booth set up by **9AM, Friday, May 1, 2020.**

As an Exhibitor I will participate in the "School Kids Day" (9am-2:00pm, Friday).

Exhibitors are not allowed to dismantle boots until show closing; **5PM, Sunday, May 3, 2020.** Booth set-up is Thursday, April 30th, from **11AM- 8PM.**

"Kid's Day" hours: Friday from 9AM until 2PM. Show hours: Friday, May 1, 4 - 8PM; Saturday, May 2, 10 - 6PM; Sunday, May 3, 10 - 5PM. Please have booths manned and ready 30 min before the opening hours - we may open the show doors a few minutes early to clear the Expo Lobby.

As in the past, all dealers are invited to be our guests at our banquet 6:30PM Saturday evening. Two banquet tickets are provided at no charge. Additional tickets can be purchased.

Conditions of Payment: Total booth fee is due with this contract. We are no longer allowing deposits and the rest of the payment at the show. Please submit full payment with this contract to ensure you will have a booth at the show.

I have read this entire contract and agree to all terms and conditions herein. I agree that if my booth fee is not paid in full by the due date of 1/1/2021 that my assigned space may be moved at the discretion of the show Organizer I understand that participation is not guaranteed and that I will be notified by email upon my acceptance within 14 days. If declined, full deposit will be returned.

DATE: _____ **SIGNATURE:** _____

Please return to: Wrifton Graham – Show Chair

33 W. Battle Creek Street
Galesburg, MI 49053
269-665-4300

Definitions:

Organizer: Kalamazoo Geological and Mineral Society (KGMS)

Exhibitor: Vendors and other organizations that pay a table or booth fee to participate in the event.

Event: Kalamazoo Geological and Mineral Societies Rock & Mineral Show

Contract Terms:

Table Assignment: Where feasible, the Organizer will assign the location requested by the Exhibitor. However, the Organizer reserves the right to change original space assignments if deemed to be in the best interest of the show or for circumstances beyond the control of the Organizer.

Safeguarding, Security measures: The Organizer will endeavor to ensure the overall security of the exhibition hall, but is exempt of liability for any loss or damage incurred whatsoever. Exhibitors must ensure that their items are safeguarded during exhibition hours, during set-up / break-down, and overnight. The Exhibitor agrees that the Organizer is not responsible for the loss of Exhibitor's merchandise at any time for any reason.

Admission requirements: The Organizer reserves the right to determine Exhibitor eligibility for inclusion in the show as well as accept admission of the exhibitor's items for exhibition. The deposit submitted with application will be refunded if application is declined. Applicants cannot legally claim the right to participate in the show and applications may be turned down by the Organizer without providing a reason. Admission granted can be withdrawn by Organizer if the necessary prerequisites can no longer be fulfilled and all deposits will be returned.

During the show, due to its temporary nature in a facility not operated by the Organizer, various unknown and anticipated contingencies may arise, and the Organizer reserves the right to interpret the relative rights of the parties in the light of such unanticipated circumstances and/or contingencies.

Exhibitor Cancellation: The Organizer understands that unforeseen circumstances can arise that will prevent an exhibitor from attending the show as originally planned. Therefore, release from contract is possible by written request but will result in a forfeiture of the Exhibitor's deposit.

Sales Tax: Exhibitors must collect sales tax on retail sales. Exhibitor agrees to cooperate fully with revenue and taxation authorities and agrees to pay any fine incurred by the Organizer if that fine is a result of Exhibitor's failure to follow Michigan taxation laws.

Site Conditions: If the allocated booth has not been claimed one hour before show opening, the space will be considered forfeit and the Organizer is entitled to use or assign space otherwise. No refund will be made. It is the Exhibitor's responsibility to keep selling site clean, neat and orderly before, during, and after the show. The exhibitor must provide their own tablecloths to cover their tables and extend to the floor. Exhibitor's must follow the Kalamazoo Expo Center rules while in the facility. **Exhibitors are prohibited from selling (or giving away) candy or food items. Do not bring a vehicle in to the Expo Center.**

Cancellation / Postponement of the show: If, due to circumstances beyond the Organizer's direct control or in the case of force majeure (e.g. fire, bomb threat, blizzard, flood, terrorism, etc.), it becomes necessary to close down or postpone the date of the show; this will not entitle Exhibitors to a release from contract or to a reduction in hiring fees. Exhibitor shall hold Organizer harmless against all claims and liabilities to exhibitor whether arising from expenses incurred, to be incurred, loss of anticipated profit or otherwise.

Liability: Exhibitor explicitly agrees to indemnify and have harmless Kalamazoo Geological & Mineral Society, its agents, representatives, and members from any and all charges, claims and causes of action by third persons, including, but not limited to agents, contractors, representatives, and members of KGMS and the Kalamazoo Expo Center based upon or arising out of any damages, losses, expenses, charges, costs, injuries or illness, including death, sustained or incurred by such person or persons resulting from or in any way, directly or indirectly, connected with the performance or nonperformance of this agreement.

Please note: Participation in this show does not guarantee participation in future shows.

Any vendor or vendors found in violation of any of these terms, including not being setup on time or not being open on time, may be asked to leave the show or may not be invited back for future shows.

Severability: In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.