

2012 Montana Home Educator's State Convention Exhibitor Contract

March 9-10, 2012 - Carroll College, Helena, MT

Company Name

Phone

Representative

Email

Address

City/State/Zip

The Montana Home Educator's State Convention Board (MHESC) agrees to assign space for your exhibit according to the following terms, conditions, and requirements.

NOTE: All decisions pertaining to registration acceptance and booth placement are reserved for MHESC and its agents. Any registration not accepted will be returned along with a full refund of the registration fee.

Fee and Booths Information: Space will be leased for the duration of this educational convention, including:

- Silver level - 6' deep x 10' wide booth space with table - \$115
- Gold level - 6' x 20' booth space with tables - \$200
- Platinum level - 6' x 30' booth space with tables - \$275
- Partial level - 1/2 of 8' table for companies sending materials only (NO people allowed to man booth) - \$60
- Identification sign on table stand
- Two chairs
- Wi-fi access
- Electricity
- Lunch for one person for both days
- Company info in convention booklet
- Company listed on convention website
- 'Right of refusal' for site of booth at next convention

Exhibitors will supply their own extension cords (power will be brought up to the booth space) and table covering. Exhibitors may also supply their own tables, display racks or cases, and signs provided that all items fit completely within their designated space. Exhibitors must provide stands for any signs they bring.

Additional tables, chairs, etc. may be requested through the event set-up coordinator.

MHESC will make all space assignments without preconditions and reserves the right to rearrange the floor plan and to relocate any exhibitor's space.

Exhibit Set-up and Take Down: The exhibit area will be available for setting up exhibits Thursday, March 8, 2012 from 1:00 p.m. to 8:00 p.m. Set up on Friday morning, March 9, 2012 from 6:30 a.m. to 7:30 a.m. will also be allowed. You are expected to complete set-up prior to the opening of the hall and to remain set up until closing of the conference on Saturday, March 10, 2012. Break down begins on Saturday at 6:00 p.m. Exhibitors are responsible for removing exhibits and all exhibit materials at the end of the event.

Upon arrival, exhibitors will be given their move-in packet. These packets will include exhibitor badges and exhibit hall map, instructions for parking, and all other necessary information.

Look on the MHESC website at <http://montanahomeschoolconvention.com> for information on having product shipped to Helena and delivered to the convention site as well as shipping product back to your company at the conclusion of the convention.

Use of display space: Exhibitors agree to refrain from pasting, nailing, tacking, or otherwise attaching signs or other display materials to walls, doors, backdrops, floors, and carpets or other surfaces in any way that mars or defaces them. The exhibitor will pay for any damages caused to surfaces by an exhibit.

Exhibits should not project beyond the space allocation and should not obstruct the view of or interfere with other exhibits. **Helium balloons of any type are prohibited in the Exhibit Hall.** Fire laws will be strictly observed (all flame and flame generation is prohibited). Tables, cables, boxes, or other items cannot block aisles and fire exits.

To avoid infringing on others, all interviews, demonstrations, distribution of literature, sales promotions, and other similar activators should be conducted at the exhibitor's table. Exhibits that include the operation of musical instruments, radios, sound motion picture equipment, or any noisemaking devices must be operated so that the noise resulting there from will not annoy or disturb adjacent exhibitors or their patrons. Exhibits producing noise or other interference that is not adequately controlled will be relocated or removed at the exhibitor's expense to reduce such interference.

Other than for products/services specified in this contract, direct sales involving the exchange of funds in the exhibit areas by any exhibitor or their agent is prohibited.

Exhibit Hall : While Carroll College does have security personnel, MHESC does not accept responsibility for lost, damaged, or stolen articles. We recommend that you not leave expensive equipment overnight. No one will be admitted to the Exhibit Hall after closing unless accompanied by MHESC personnel.

Children: Exhibitors bringing children on premises must notify the Convention Coordinator and sign a waiver of liability release form. Children must be supervised by an adult at all times.

Cancellation Clause: Cancellations must be submitted to MHESC in writing. Cancellations received or postmarked by Feb 1, 2012 will be reimbursed at 50%. Cancellations postmarked later than Feb 1, 2012 will not be reimbursed. Cancellation will release exhibit space, and any workshops, for resale.

MHESC's refund policy applies to booth rental only. Booth rental refund deadlines are as follows:

In the event of a no-show:

If Exhibitor fails to contact MHESC or fails to occupy booth by 9:00 AM, Friday, March 10, 2012, such failure to utilize space shall be considered a default on Exhibitor's part. Refunds for booth(s) or workshop(s) will not be given to Exhibitor and Exhibitor will be responsible for any balance due previously ordered for their booth. Exhibit space, and workshop(s), may be made available to other exhibitors at the discretion of MHESC.

Force Majeure:

Neither party will have any liability to the other for any delays or failure of performance resulting from acts beyond its control, including, but not limited to, acts of God, such as fire, communication line failures, power failures, earthquakes or other natural disasters; strikes, lockouts, riots, acts of war, or other man-made disasters; epidemics; critical illness; and government regulations superimposed after the fact.

If factors such as natural disaster, economic conditions, or other situations beyond the control of MHESC cause MHESC to cancel the convention, exhibitor will receive a full refund of fees paid to the convention.

Waiver:

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this agreement. The rights of MHESC shall not be deemed waived, except as specifically stated in writing and signed by an authorized representative of MHESC.

Hold Harmless/Indemnification Clause:

Exhibitor hereby releases, relinquishes, discharges, and agrees to indemnify, protect, defend, and hold harmless MHESC and the facilities from any and all claims, demands, liabilities, costs and expenses, for any injury, including death of persons and any loss of or damage caused by, growing out of, or happening in connection with the provision of services or equipment by the Exhibitor. Exhibitor further holds the above listed harmless against all claims, losses, and damages, to persons or property resulting from governmental charges, fines, or attorney fees arising out of or caused by Exhibitors' installation, removal, maintenance, occupancy, or use of the exhibition premises.

Enforcement of Regulations:

MHESC has full power to interpret and enforce all regulations of the conference and the power to make amendments and/or further regulations, orally or in writing, that are considered necessary for the proper conduct of the conference. Such decisions shall be binding on Exhibitors. Failure to comply with these or any other regulations or amendments may be sufficient cause for MHESC to require the immediate removal of the exhibit and/or the offending Exhibitor at the expense of the Exhibitor.

Legal Fees:

In the event that either party to this agreement commences legal proceedings of any kind, including, but not limited to, mediation, arbitration, litigation or any other dispute resolution, the prevailing party shall be entitled to all reasonable attorney fees and costs incurred in resolution.

Other Terms and Conditions:

1. MHESC does not endorse any particular product or product-line, but does reserve the right to deny companies selling offensive material or non-educational materials.
2. The state of Montana does NOT have sales tax. If you are not already registered to do business in Montana, you may do so by calling the office of the Secretary of State at 406-444-3665.
3. Full payment and this signed contract must be received to activate this contract. Checks should be made payable and mailed to:

Montana Home Educator's State Convention
195 Strider Rd
Helena, MT 59602

Communications pertaining to this contract or exhibit information can be sent to the above address, or email: niki.merrill@gmail.com.

We have read the above agreement and agree to abide by all terms and conditions of this contract.

Company/Organization Representative/Date

MHESC Representative/Date