

BENZIE CHAMBER OF COMMERCE BUSINESS EXPO 2010

April 13, 2010

REGISTRATION FORM

By signing this completed form and submitting the payment due I agree that I have read and agree to the Terms and Conditions as set forth by the Benzie County Chamber of Commerce as presented with this document.

(Please print clearly)

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____ E-MAIL _____

CONTACT PERSON _____

BOOTH INFORMATION: Each draped booth will be 8' x 10' with one 8' draped table, two chairs, one wastebasket and one sign.

1st _____ 2nd _____ 3rd _____ Choice *(refer to terms and conditions page X)*

Booth \$250 Members-Benzie County Chamber Of Commerce / \$400 Non-members	\$
EXTRAS <i>Note: pricing listed is the advanced rate; rates will be higher the day of the show for extras.</i>	
Extra Table (6' \$30 , 8' \$35) Size _____ Quantity _____	\$
Electrical Outlet (\$10)	\$
Extension Cord (\$5 each)	\$
Power Strip (\$10 each)	\$
Outside Phone Line (\$25 each) <i>(additional charges may apply)</i>	\$
DSL Line (\$150) <i>(wireless internet available at no charge)</i>	\$
Sponsorship Level <i>(return signed sponsorship agreement with this application)</i>	\$
TOTAL <i>(due in full with registration form by 3/19/2010)</i>	\$

My business will make a donation to the Benzie Basket Promotion? Yes No
(item must be delivered to the Chamber office by 4/8/2010)

Print a short description about your business which will be used in the Expo Program

(We reserve the right to edit of length)

- My payment via check is enclosed.
- Please have the Chamber office contact me to make arrangements to pay with Visa or Master Card.

 Signed / Approved Printed Name Title Date

Office Use Only – Please do not write below this line

Booth Space Assigned # _____	Date Paid ____/____/____
Fee Paid \$ _____	Check <input type="radio"/>
Extras Paid \$ _____	Credit Card <input type="radio"/>
Sponsorship Paid \$ _____	TOTAL \$ _____

Dear Potential Sponsor:

The Benzie County Chamber of Commerce is asking for your support for our annual Business Expo being held on Tuesday, April 13th, 2010 at Crystal Mountain Resort & Spa.

Sponsorship levels are listed below along with the benefits you will receive as being a sponsor.

Thank you in advance for your consideration and support.

Benzie County Chamber of Commerce
Expo Committee

I/we _____ pledge \$_____ for sponsorship of the
(print authorizing name)
2010 Chamber Business Expo for the following business: _____
(print business name)

Signed By: _____ Date: _____
I understand that I will be invoiced by the Chamber once this agreement is submitted to the Chamber office.

2010 Chamber Business Expo Sponsorship Levels

\$500*

1. One booth at Expo (\$250 value)
2. Logo on Expo website event page
3. Link from event webpage to your website
4. Logo on pre-event promotions
5. Logo on event program
6. One Free E-Mail Blast or One Business Card size ad in Chamber Newsletter*
**to be used by December 2010*

\$300

1. Logo on Expo website event page
2. Link from event webpage to your website
3. Logo on pre-event promotions
4. Logo on event program
5. One Free E-Mail Blast or One Business Card size ad in Chamber Newsletter*
**to be used by December 2010*

\$200

1. Name on Expo website event page in bold/large type
2. Link from event webpage to your website
3. Name on pre-event promotions
4. Name on event program

**Must be a member of the Benzie County Chamber of Commerce*

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EXHIBITOR TERMS AND CONDITIONS**

These Terms and Conditions are between the Exhibitor and the Benzie County Chamber of Commerce, here after referred to as the Chamber and Exhibitor.

1. Expo Exhibit Booth Space

- 1.1. **Character of Exhibits.** The Chamber may rent Expo exhibit booth space to Exhibitor and/or to any other exhibitors for the display of any exhibit which the Chamber, in its sole and absolute discretion, determines is of interest to business and industry or of educational value.
- 1.2. **Request for Exhibit Booth Space.** Exhibitor hereby agrees and acknowledges that the Chamber will assign exhibit booth space to Exhibitor only if the Chamber approves the Exhibitor Contract, which, when submitted by Exhibitor to the Chamber, constitutes merely a request for exhibit booth space subject to Chamber approval. Exhibitor shall indicate in the space provided in the Exhibit Space Registration Form three (3) choices, in order of preference, for exhibit booth space at the Expo. Said choices shall be indicated according to the number assigned to each booth in the Expo Floor Plan (included with this mailing). Any and all requests for exhibit booth space are subject to the approval of the Chamber in its sole and absolute discretion.
- 1.3. **Assignment of Exhibit Booth Space.** The assignment of exhibit booth space will be made in the order in which the Chamber receives and approves completed Exhibitor Contracts. Provided the Exhibitor Contract is approved by the Chamber, the Chamber will use its best efforts to accommodate Exhibitor's choices for exhibit booth space, in order of preference as indicated in the Exhibit Space Request and in accordance with the foregoing rules of assignment; provided, however, the Chamber shall have and retain the power, in its sole and absolute discretion, to assign and, if necessary, reassign exhibit booth space to Exhibitor and all other Expo Exhibitors at any time.

2. Rental Fees and Payment for Expo Exhibit Booth Space

2.1. Rental Fees

- 2.1.1. **Members.** If the Exhibitor is a Chamber Member, the rental fee for exhibit booth spaces is \$250.00 for each space.
- 2.1.2. **Non-members.** If the Exhibitor is not a member of the Chamber, the rental fee for exhibit booth space is \$400.00 for each space.
- 2.1.3. **Equipment.** The above rental fees include both rental of exhibit booth space as well as certain exhibit equipment listed in the Exhibit Space Registration Form. Additional exhibit equipment listed in the Exhibit Space Registration Form is available through the Chamber for an additional fee.

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2.2. Payment

- 2.2.1. **Due Date.** Exhibitor shall pay to the Chamber, at the time Exhibitor submits the Exhibitor Contract for Chamber approval, the total rental fee.
- 2.2.2. **Checks.** Exhibitor shall make all checks payable to the Benzie County Chamber of Commerce.
- 2.2.3. **Refunds.** In the event the Chamber does not approve the Exhibitor Contract or there is not exhibit booth space remaining to assign to the Exhibitor, the Chamber shall refund to Exhibitor any and all payments submitted by Exhibitor to the Chamber for such space.

3. Cancellation

- 3.1. **Exhibitor's Cancellation and Refund.** In the event the Exhibitor wishes to cancel any or the entire exhibit booth space the Exhibitor has requested the Exhibitor shall contact the Chamber immediately to express its desire for such cancellation. In the event Exhibitor notifies the Chamber of such desire for cancellation and such notice is received by the Chamber on or before March 08, 2010, the Chamber shall credit or refund to Exhibitor the full amount received by the Chamber from Exhibitor. If Exhibitor notifies the Chamber of such desire for cancellation and such notice is received by the Chamber between March 09 – 26, 2010 the Exhibitor will receive a 50% refund, after March 26, 2010 the Exhibitor shall still be obligated to make full payment to the Chamber for the exhibit booth space approved and assigned to Exhibitor by the Chamber pursuant to the Exhibitor Contract.

3.2. Cancellation by Chamber and Forfeiture. In the event of any of the following:

- 3.2.1. Exhibitor's failure to make payment in full for requested exhibit booth space by the dates set forth in Paragraph 2(2.2.1) above; or
- 3.2.2. Exhibitor's failure to comply with any of its obligations set forth below in Paragraph 4; or
- 3.2.3. Exhibitor's failure to occupy its exhibit booth space by 10:00 a.m. on April 13, 2010

The Chamber shall automatically cancel all of the Exhibitor's reserved exhibit booth space; Exhibitor shall forfeit to Chamber any and all payments made to the Chamber for said space and equipment; and the exhibit booth space reserved for Exhibitor shall be deemed returned to the Chamber for use as it sees fit.

- 3.3. **Generally.** In the event the Expo is canceled, delayed, or relocated, irrespective of the reason for any such cancellation, delay or relocation, in whole or in part, as the result of a riot, strike, civil disorder, act of God, or any other cause whatsoever which is beyond the control of the Chamber, Exhibitor shall still be responsible for full payment of all rental fees owing to the Chamber by virtue of the Chamber's approval

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and assignment of exhibit booth space and equipment to Exhibitor under the Exhibitor Contract.

4. **Obligations of Exhibitor.** By submitting a signed copy of the Exhibitor Contract to the Chamber, Exhibitor hereby agrees to comply with and/or perform all of the following obligations in the event Exhibitor Contract is approved by the Chamber:
 - 4.1. Exhibitor shall design, construct, and operate its exhibit in good taste, according to the Display Rules and Regulations and in such a manner as to not obstruct the viewing by Expo spectators of other exhibitor's exhibits. The Chamber shall have the sole and absolute discretion to determine whether Exhibitor's exhibit is in good taste.
 - 4.2. In constructing and operating its exhibit, Exhibitor shall not post, tack, nail, screw, or otherwise attach an item to any columns, walls, floors, or any other part of the building or furniture which are rented or leased from the Chamber or the Convention Center.
 - 4.3. Exhibitor shall set up its exhibit after 6:00 PM on April 12, 2010, or between the hours of 8:00 AM and 10:30 AM, April 13, and shall operate its exhibit at all times during the hours the Expo is open, which is between 11:00 AM to 6:00 PM on April 13, 2010. Exhibitor shall not remove its exhibit, or any part thereof, prior to the closing of the Expo without receiving the prior express written consent of the Chamber; provided, however, Exhibitor shall immediately close and remove its exhibit, or any portion thereof, upon receipt of a request from the Chamber to do so.
 - 4.4. Exhibitor shall confine all of its publicity, sales, and promotional activities to its assigned exhibit booth space, including distribution of souvenirs, printed matter, and any other articles.
 - 4.5. Exhibitor shall not use any "carnival tactics" in operating its exhibit, and shall not use amplifying equipment of any type whatsoever without receiving prior express written consent from the Chamber for its use. If such consent is obtained, Exhibitor's use of amplifying equipment shall be in a manner which shall not interfere with the exhibits of neighboring exhibitors.
 - 4.6. Any use of Exhibitor of costumed entertainers and/or mannequins as part of its exhibit shall not be offensive, as determined by the Chamber in its sole and absolute discretion.
 - 4.7. Exhibitor shall fireproof all decorations used in constructing and operating its exhibit by treatment with fireproofing liquid. Exhibitor shall not use any combustible decorations including without limitation crepe paper, cardboard, or corrugated paper. Exhibitor shall not store under tables or behind exhibits or displays any packing containers, excelsior, wrapping paper, or similar materials.
 - 4.8. Exhibitor shall not use any open flame, butane gas, oxygen tanks or similar items without receiving the prior express written consent of the Chamber and the

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Convention Center. Exhibitor shall not, under any circumstances, use propane or helium tanks.

- 4.9. Exhibitor's exhibit must be contained within the confines of the exhibit booth space rented by Exhibitor. Exhibitor must occupy the entire exhibit booth space rented by it, and Exhibitor shall not assign such space, or any portion thereof, to any other firm or organization.
 - 4.10. Exhibitor shall comply with all applicable Benzie County regulations and ordinances governing the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment, as applicable, as well as provisions of the applicable fire code. Exhibitor shall not obstruct the view of or access to fire hose cabinets.
 - 4.11. Exhibitor shall not throw trash or any other material in the aisle space or on the floor or otherwise take any action which detracts from the appearance of the exhibits or the Expo, or which will endanger or inconvenience Expo spectators or other exhibitors at any time.
 - 4.12. Exhibitor hereby agrees to abide by the Display Rules and Regulations which are the rules and regulations of the Convention Center.
 - 4.13. Exhibitor shall immediately close and remove its exhibit, return all exhibit equipment provided by the Chamber and vacate the Convention Center no later than 10:00 PM on April 13, 2010.
5. **Indemnification and Release.** Exhibitor shall pay all costs and expenses arising from this event, and hereby expressly releases the Chamber and the Convention Center from any and all liability for, any injury, damage, or loss to any person or property which may arise from Exhibitor's rental and occupation of exhibit booth space at the Expo, and Exhibitor further hereby agrees to hold and save the Chamber and the Convention Center harmless from any loss or damage arising out of or in connection therewith, including, without limitation, if Exhibitor's exhibit booth space or the surrounding area or any other of the Expo premises or exhibit equipment provided by the Chamber are defaced or damaged by an act or omission of Exhibitor, its employees, agents, or guests. Exhibitor shall pay to the Chamber such sum as is required to repair, replace, or restore to original condition the damaged or defaced item or premises. Exhibitor shall, at its own cost and expense, obtain all necessary insurance coverage to enable it to meet its foregoing obligations.

EXHIBITOR FURTHER RELEASES AND DISCHARGES THE CHAMBER AND THE CONVENTION CENTER FROM ANY AND ALL LIABILITY FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY THAT EXHIBITOR MAY SUSTAIN WHILE PARTICIPATING IN THE EXPO.

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6. **Non-Waiver.** The failure of the Chamber to enforce at any time any of the provisions of these General Terms and Condition, the Exhibitor Contract or any appendix there to or to exercise any of its rights in respect hereto, shall not be considered to be a waiver of any such provision or right or in any event affect the validity of the Agreement, and shall not preclude the Chamber or prejudice it from enforcing or exercising the same or any other rights it may have under the Agreement, irrespective of any previous action or proceeding taken by it hereunder.
7. **Governing Law.** The Chamber and Exhibitor hereby expressly agree that this Agreement shall be governed by, and the legal relations created herein shall be determined and the terms and provisions hereof interpreted and construed in accordance with the laws of the State of Michigan, notwithstanding any State's choice of law rules to the contrary.
8. **Notices.** All notices or any other communications which either party desires or is required under this Agreement to furnish to the other shall be in writing, and either (I) delivered personally; or (II) sent by United States first-class mail, return receipt requested and postage prepaid; or (III) sent by expedited (overnight) courier, shipping prepaid or billed to sender. Such notices shall be addressed as follows:
 - 8.1. if to the Chamber, addressed to Mary Carroll, Benzie County Chamber of Commerce, PO Box 204, Benzonia, MI 49616; and
 - 8.2. if to Exhibitor, addressed to the contact person indicated and at the address given for such person in Exhibit Space Request; or to such other address as either party may have last furnished to the other in writing in accordance herewith. Except as otherwise provided above in Paragraphs 1, 2, and 3 of this Agreement, all notices and communications shall be deemed to have been received on the date of delivery thereof if personally delivered, or on the third business day after the mailing thereof, or on the second day after deposit thereof with an expedited courier service.
9. **Headings.** Subject headings of the Paragraphs and Subparagraphs of this Agreement are included for purposes of convenience or reference only, and shall not affect the construction or interpretation of any of its provisions.
10. **Exhibitor Contract and Appendices.** The Exhibitor Contract, together with any and all appendices referred to in the body of these General Terms and Conditions are hereby incorporated by reference in and made a part hereof.
11. **Interpretation of Agreement.** The Chamber shall have the sole and absolute discretion to make and implement any reasonable interpretations of the provisions of the Agreement as may appear necessary or in the best interests of the Expo and/or Expo spectators to ensure that Exhibitor and all other exhibitors meet their obligations as set forth in this Agreement, and Exhibitor hereby agrees to abide by any and all such reasonable interpretations made by the Chamber immediately upon receiving notice thereof from the Chamber.

Benzie County Chamber of Commerce Business to Business Expo April 13, 2010 • Crystal Mountain



