

McKINLEY HOLIDAY CRAFT FAIR
November 21, 2009

EXHIBITOR AGREEMENT

This EXHIBITOR AGREEMENT ("Agreement") is made this ____ day of _____, 2009 by _____, (hereafter "Exhibitor") and McKinley School PTA (hereafter "PTA").

R E C I T A L S:

WHEREAS, PTA desires to provide a Holiday Craft Fair ("Craft Fair") as a fundraiser for the McKinley Elementary School ("McKinley School") and for the benefit of the McKinley School and Town of Fairfield communities; and

WHEREAS, Exhibitor desires to secure a forum whereby their products are displayed for sale; and

WHEREAS, PTA and Exhibitor have full authority and power to execute and deliver this Agreement and to assume liability hereunder;

NOW, THEREFORE, in consideration of the promises contained herein and the sums due according to the fee schedule contained in the Space Reservation Application (attached hereto), the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Completed Space Reservation Application and this Exhibitor Agreement must be accompanied with photos and a full space payment. Checks should be made payable to the "McKinley School PTA".
2. All space fees are a commitment to exhibit. The PTA shall refund 75% of all space fees to an exhibitor provided: A written notice of cancellation is received by November 1, 2009 **and** cancelled space can be filled with another exhibitor. Send notices of cancellation in writing to McKinley School PTA c/o Craft Fair Committee, 60 Thompson Street, Fairfield, CT 06825 by registered or certified mail.
3. Exhibitor must be able to show a valid Connecticut sales tax certificate and have all the necessary and appropriate sales tax licenses and permits. Exhibitors are responsible for handling his/her own transactions and collecting and remitting sales tax to the appropriate authority.
4. A door prize donation is required to be on display and raffled by the PTA.
5. Exhibitors will provide all signage. Exhibitor must provide his/her own table and display unit. The PTA will provide chairs.
6. Electricity is not available.
7. All tables must be covered to the floor and all boxes should be out of view.
8. The McKinley School building will be open to exhibitors Saturday morning from 7:30 a.m. to 10 a.m. for set up.
9. All booths must be fully installed by 10:00 a.m., Saturday, November 21, 2009. After this hour, no installation work will be permitted without special permission from the PTA. **NO EXCEPTIONS WILL BE MADE FOR EARLY AND LATE ARRIVALS.** Emergencies will be dealt with on an individual basis.
10. Exhibitors shall not place articles in front of other booths or install any decoration (s) which at the sole discretion of the PTA interferes with other exhibitors or is inappropriate for the McKinley School. Distribution of printed matter, promotional materials or other articles must be restricted to your exhibit space.
11. Exhibitors shall not nail, tape, staple or otherwise affix any object or equipment to any table, wall, ceiling or fixture belonging to, or part of, McKinley School.
12. No open flames or lighted candles shall be displayed.

13. All exhibitor equipment must be completely removed by 5:00 p.m. Exhibitors may not begin to dismantle their booths until the exhibition closes at 3:00 p.m.
14. Parking will be made available within the McKinley School parking lot or other designated places. Parking should be within the parking spaces provided after unloading and maintaining fire lane laws.
15. Exhibitors shall not hold the PTA or McKinley School liable for any loss, stolen or damaged merchandise nor any damage or injury to any exhibitor or person representing the same. Space is leased with the understanding that the exhibitors will hold the PTA and McKinley School harmless from any or all liabilities from any cause. Signing this Agreement expressly releases the PTA and McKinley School from all claims for such loss, damage or injury.
16. Exhibits must be opened and manned at all times while the Craft Fair is open to the public (10:00 a.m. to 3:00 p.m. on November 21, 2009).
17. The Craft Fair is limited to those persons and firms who have contracted and paid for exhibit space at McKinley School. No other persons, firms or other entities will be permitted to demonstrate products, solicit orders or distribute advertising materials during the Craft Fair. Any person violating this rule will be promptly escorted from McKinley School.
18. No exhibitors may assign their contract for exhibit space or permit any other person to use any part of such space without the express written consent of the PTA.
19. The PTA retains the right to remove any exhibitor not complying with the terms of rules and regulations as stated herein, without refunding the offending exhibitor's expenses.

IN WITNESS WHEREOF, Exhibitor and PTA have duly executed this Exhibitor Agreement as of the day and year first above written.

Exhibitor

McKinley School PTA

By: _____