



2010 Exhibit Space Application and Contract

May, 22, 2010 • 10:00 AM - 4:00 PM • Habitat ReStore

Applications are due by April 22, 2010

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Main Telephone: _____ Second Telephone: _____

Email (required): _____ Fax: _____

Website: _____

Contact Person: _____

Signature: _____

By signing this the above listed organization is agreeing to abide by the Fair Rules and Regulations (attached).

The above information (excluding the contact person's name and second phone number) will be used in Sustainability Fair publications and on the website.

Description of sustainable service, products or specialty to be displayed:

<p><u>Please check what you will need for your exhibit:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> One 10'x10' space <input type="checkbox"/> Two 10'x10' spaces <input type="checkbox"/> We would like to share one 10'x10' space with another exhibitor, sharing one 8' table. <input type="checkbox"/> One 8' long table <input type="checkbox"/> Two 8' long tables <input type="checkbox"/> Cloth table coverings <input type="checkbox"/> I prefer space outside (tents will NOT be provided) <input type="checkbox"/> Chairs, quantity _____ <input type="checkbox"/> Access to wireless internet <input type="checkbox"/> 110 Volt Electric <input type="checkbox"/> We would like local college students to help us design an interactive display. 	<p><u>In our exhibit we intend to:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Give away food <input type="checkbox"/> Sell food <input type="checkbox"/> Give away products <input type="checkbox"/> Sell products <p>We strongly encourage including interactive displays or activities in your exhibit.</p> <p>Food vendors do NOT have to obtain a health permit. The ReStore will apply for a comprehensive permit.</p> <p>If you are selling products, please bring plenty of cash for change. The ReStore can NOT make change.</p>	<p>Applications will be reviewed for appropriate themes and assigned space in the order in which they are approved.</p> <p>Please return this completed application before April 22, 2010 to:</p> <p style="text-align: center;">Kanawha Valley Connections P.O. Box 11668 Charleston, WV 25339</p> <p style="text-align: center;">If you have a question, please call: (304) 941-3281</p>
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FAIR GENERAL INFORMATION, RULES AND REGULATIONS

DEFINED TERMS – “Event” mean Kanawha Valley Connections a Sustainability Fair, currently scheduled to be held on May 22, 2010 at the Habitat for Humanity ReStore 301 Piedmont Rd., Charleston, WV. “Organizer” means, collectively, The Kanawha Valley Connections (KVC) Sustainability Fair Steering Committee, it’s members, volunteers, officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. “Exhibitor” means, collectively, (i) the organization, company or person that applied for exhibit space and agreed to enter into this contract upon acceptance by KVC in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. **MANAGEMENT, ORGANIZER** – This Sustainability Fair is sponsored, organized and managed by Kanawha Valley Connections, a Citizen’s Grassroots Organization. The words “Management” and “Organizer” as used herein shall mean the sponsors. **RULES** – Each prospective exhibitor is required to sign the official application and contract for space in the Fair. By doing so, the exhibitor subscribes to the General Information, Rules and Regulations. The Fair is to be locally focused on sustainability efforts, issues and organizations in Kanawha and Putnam Counties. **PAYMENT** – Exhibit Space is provided free for applicants who are approved and accepted by the Organizer. **ASSIGNMENT OF SPACE** – Will be made by Management in its sole discretion for the Event in keeping with exhibitor’s preferences insofar as it is possible. **ASSUMPTION OF RISKS; RELEASES** – Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor’s participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not. **INDEMNIFICATION** – Exhibitor shall indemnify, defend and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys’ fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors’ participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. **INSTALLATION AND DISMANTLING** – Exhibitors are encouraged to install their exhibits between 12:00 and 7:00 p.m. on May 21, 2010 and all exhibits must be removed by 7:00 p.m. on May 22, 2010. The exhibitor agrees to not start dismantling the exhibit until after 5:00 p.m. on May 22, 2010. If exhibitor needs more time to dismantle exhibit they must indicate it on their application and special arrangements will be made for Monday, May 24, 2010. **DAMAGE TO EXHIBIT HALL** – Exhibitor will be held financially responsible for damage to Habitat for Humanity ReStore facility and/or grounds caused by exhibitor representatives. No signs or materials may be fastened to building walls, floor, ceiling, doors, windows, etc. **SAFETY PRECAUTIONS** – All materials and installations must conform to the requirements of building and inspection authorities having local jurisdiction. Weight restrictions on exhibits may apply. All exhibit materials must be located within the exhibit and protected by safety guards when necessary. **EXHIBIT DESIGN** – Aisles are to be unobstructed, exhibits must be arranged so that they are completely within the allotted exhibit space. Ample space must be provided within the exhibit for all exhibit personnel. The exhibit must conform to the size of the space and must not be of such a character or arrangement to obstruct the view or interfere with the other exhibits. Management reserves the right to reject any display which, in its opinion, may detract from the overall appearance and marketability of the Sustainability Fair or which interferes with other exhibits, or which is not in keeping with the general theme of the Sustainability Fair. Materials exhibited and literature distributed at the fair is to be positive in nature and focus. Materials that are deemed to be negative in tone shall be removed at the determination at the request of Management. We are aiming for a zero waste footprint for the Fair and we request all exhibitors honor this effort. You are to properly remove and dispose all materials. **LABOR** – All exhibitors will use their own personnel in constructing or dismantling displays, except electrical wiring before it reaches the exhibit outlets. Any drayage or shipping fees are the responsibility of the exhibitor. The ReStore store equipment will not be available to Exhibitors. **FOOD SERVICE** – The serving of food and/or beverages in exhibitor booths will be permitted in the Sustainability Fair spaces by any individual or organization if properly noted in your application and accepted by the Management. One health permit will be current for the entire premises. **LIABILITY** – The Management will take every precaution to safeguard the exhibitor’s property. However, the Management will not be liable for loss or damage to the property of the exhibitor or his representative or employees from theft, fire, accident, or other cause. The Management will not be liable for injury to exhibitors, their employees, or third persons, or for damage to property in their custody, owned or controlled by them, or for property owned or controlled by third persons, which claims for damages, injuries, etc., may be incident to or arise from, or be in any way connected with their use of occupation of display space and the exhibitor shall indemnify, save, and hold the Management harmless against any such claim, or damage, and shall pay and indemnify the Management for any cost or expense, inclusive of counsel fees, arising from any such claim. **SOLICITATION** – Solicitations will be permitted in the Sustainability Fair spaces by any individual or organization if properly noted in your application and accepted by the Management. Petitions, confrontations and/or political demonstrations are not acceptable. **GENERAL** – All matters and questions not covered by the General Information, Rules and Regulations are subject to the decision of Management. The Sustainability Fair is designed for all citizens and is open to the public admission free.