METHOD OF PAYMENT Please check
___Cash ___Check ___Money Order
___Visa ___Mastercard __Discover
Card #:_____
Security. #____
Billing Address & Zip_____
I hereby authorize the second (balance) payment to be debited to the same card.
Authorized Signature:_____
Today's Date:_____Exp.Date:_____
Note: 2% fee applies to all credit card transactions

Show Produced and Managed By:
Fort Wayne Shows, Inc.
P. O. Box 44
Monrovia, IN 46157
(260) 432-1705
FAX: (888) 441-3148
Becky@home-gardenshow.com

51st Annual Edition

EXHIBITOR'S SPACE APPLICATION AND AGREEMENT

Application is hereby made by the undersigned **EXHIBITOR** this ___day of _____, _____, for exhibit space at **The Fort Wayne Home and Garden Show** to be held at The Allen County War Memorial Coliseum, Fort Wayne, Indiana from Thursday, February 29 through Sunday, March 3, 2024. Said show to be produced and managed by **Fort Wayne Shows, Inc.**, hereinafter referred to as **"Show Management."**

Please list the product that you will be bringing into the show:_____

Website Product Category: (circle one, you will only be listed under one category) Alternative Energy, Bathroom Remodeling, Carpet Cleaning, Custom Cabinets, Family Fun, Fencing, Flooring, Flowers & Plants, Food, Furniture & Home Décor, Garage & Storage Barns, Garden & Landscape Accessories, Generator & Emergency Services, Gutters, H/VAC, Health & Wellness, Home Construction, Home Products & Services, Home Security, Kitchen Products, Kitchen Remodeling, Landscaping, Lawn Maintenance, Lawn Mowers, Lighting, Log Homes, Miscellaneous, Painting Services, Patio Furniture & Décor, Patio & Deck, Pools, Roofing, Spas, Sunrooms, Tree Service, Water Treatment, Windows & Doors, Window Treatments

For such exhibit space, Exhibitor will require _____booths for a total cost of $_____ and these booths are desired at the following numbered locations:

First Choice:_____ Second Choice:_____ Third Choice:_____

Show Management will do all it can to honor Exhibitor's booth location choices — however, **Show Management** does reserve the right to unilaterally assign different but comparable booth locations at any time before or during the Show.

Fifty Percent (50%) of the aforementioned rental cost (or $_____) is to be enclosed with this **Application**, unless **Show Management** agrees otherwise in writing. The enclosed rental amount will be refunded if this **Application** is not approved and accepted by **Show Management**. However, upon approval and acceptance of this **Application**, **the rental balance is to be paid in full on or before two months prior to opening date of Show (or by December 31, 2023)**; failure to pay said rental balances on said dates may, upon **Show Management's** option, result in the exhibit space being sold.

FOR ANY APPLICATIONS RECEIVED AFTER JANUARY 1, 2024, 100% OF BOOTH RENTAL IS DUE WITH APPLICATION.
All payments and remittances shall be made payable to FORT WAYNE SHOWS, INC.
A Finance Charge of 18% APR will be applied to all amounts over 30 days past due.
$25.00 will be charged for a returned check, to help defray expenses.

CANCELLATION: If **Exhibitor** must cancel its space for good and sufficient reasons, after its **Application** has been approved and accepted, and written notice of such cancellation is delivered to **Show Management, Exhibitor** is obligated to pay the agreed upon rental costs as follows:

1. On or before 120 days prior to opening day of **Show**, forty percent (40%) of said rental costs is due.
2. After 120 days, and before 60 days prior to opening day of **Show**, sixty percent (60%) of said total cost is due.
3. After 60 days prior to opening day of the **Show**, one hundred percent (100%) of said total rental cost is due. (The parties hereto acknowledge the aforementioned rental payment in the event of cancellation, represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result to **Show Management** for such cancellation.)

It is understood this is an **Application**, subject to acceptance and approval. Upon acceptance and approval of this **Application**, said **Application** will then constitute an **Agreement** between **Exhibitor** and **Show Management,** with each party hereto obliged to abide by the terms and rules and regulations contained herein.

THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF AND THE RULES AND REGULATIONS ISSUED PRIOR TO SHOW ARE PART OF THIS AGREEMENT.

PLEASE SIGN AND RETURN BOTH COPIES TO ADDRESS AT TOP OF AGREEMENT
(A receipted copy will be returned for your records)

EXHIBITOR COMPANY:_____
Sign Here:_____**TITLE:**_____
ADDRESS:_____**PHONE:**_____
CITY:_____ _____**STATE**: _____ **ZIP**:_____
FAX #_____ **PRINT NAME:** _____
(EXHIBITOR INFORMATION WILL BE SENT TO ADDRESS ABOVE UNLESS OTHERWISE SPECIFIED)
e-mail address:_____ Web Site:_____

(For Show Management Use Only)

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20_____ Application has been received and receipt of same is hereby acknowledged.
FORT WAYNE SHOWS, INC. ACCEPTED BY:_____
Total Space Cost:_____ Deposit with Contract: _____ Ck#: _____ Date:_____ Balance: $_____
Actual Booth # Assigned:_____

EXHIBITOR RULES AND REGULATIONS

1. INDEMNIFICATION BY EXHIBITOR: Exhibitor assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold harmless Show Management and Memorial Coliseum their managers, officers, members, sponsors, employees, agents, successors, and assigns, from any and all claims, liabilities, losses, costs and expenses (including attorney's fees) arising from or in connection with the condition, use or control of Exhibitor's display space, or arising out of Exhibitor's participation in the Show. If requested by Show Management, Exhibitor will furnish a certificate of comprehensive general liability coverage of $1,000,000 for bodily injury and $50,000 for property damage; and for Workmen's Compensation in an amount satisfactory to Show Management. **2. SHOW LEASE:** Exhibitor agrees to be bound by the terms of the Show Lease with the Memorial Coliseum.
3. LOSS LIABILITY: Show Management or Memorial Coliseum shall not be held responsible for any loss or damage that may result from robbery, theft, fire, strikes, accidents or other destructive causes. Show Management's coverage does not extend to Exhibitor's property; however, fire and police protection will be provided by Show Management.
4. SUBLETTING: Subletting of contracted exhibit space is NOT allowed. Special arrangements must be made in advance for two or more firms sharing the same exhibit space.
5. REMOVAL OF EXHIBIT: At the close of the Show, if Exhibitor owes Show Management any sums arising hereunder, or if Exhibitor fails to remove an exhibit, equipment or paraphernalia at the time determined by Show Management, Show Management is hereby given permission by Exhibitor to take immediate possession of Exhibitor's exhibit, equipment or paraphernalia. Same may be removed, sold at public or private sale with or without notice to Exhibitor, and without relief from valuation or appraisement laws, in order to defray any sums due to Show Management or to pay removal costs. No dismantling or removal of booths is permitted prior to the official announced closing time on final day of show. Exhibitor acknowledges that in the event it dismantles or removes its booth(s) prior to the announced closing, the Show as well as other exhibitors will be harmed. The damages suffered if such an event were to occur would be uncertain and difficult to ascertain. Exhibitor thereby agrees to pay Show Management liquidated damages for unauthorized dismantling or removal of its exhibit, a sum equal to the total space cost Exhibitor is obligated to pay Show Management, since such sum is not grossly disproportionate to the loss that may actually result. Furthermore, Exhibitor acknowledges that the sum indicated as liquidated damages is not unreasonable and should not be considered a penalty.
6. IMPOSSIBILITY OF PERFORMANCE: Show Management will not be liable for the fulfillment of this Agreement as to the delivery of space if non delivery is due to: fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Show, or any other cause beyond Show Management's control. Show Management will, however, in the event of not being able to deliver space for any of the foregoing reasons, reimburse Exhibitor for any amount paid, less any and all reasonable expenses incurred by Show Management for advertising, salaries, operating expenses, etc.
7. ATTORNEY FEES: In the event Exhibitor defaults in the performance or observance of any of the terms and regulations contained in this Agreement, and Show Management employs attorneys to enforce all or any part of this Agreement, Exhibitor shall reimburse Show Management for the attorney fees incurred, whether or not suit is actually filed.
8. SEVERABILITY: The invalidity or unenforceability of any particular section of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.
9. GOVERNING LAW: This Agreement shall be governed in accordance with the laws of the State of Indiana. Should Show Management commence or maintain litigation to enforce the Agreement, Exhibitor agrees to submit itself to the jurisdiction of the courts of Marion County, Indiana for the purpose of such litigation and hereby waives any objection it might have to such litigation being commenced or maintained in the courts of Marion County, Indiana on the basis of lack of subject matter jurisdiction, lack of personal jurisdiction, improper venue or inconvenient forum.
10. SOUVENIRS: Food or drink sampling, novelty and souvenir handouts permitted only upon approval of the Show Director.
11. SOLICITATION: Interviews, demonstrations, distribution of literature, etc. will be permitted only within Exhibitor's space. Aisles must be kept clear of exhibit material and debris must be disposed of in building trash containers. Show Management will not permit non-exhibitors to canvas, solicit, hold conferences, or distribute literature or other promotional devices at the show.
12. IDENTIFICATION: Exhibitor's working personnel must display identification badges at all times they are in the exhibit. Badges are required for admission to the hall. If lost, badges will be replaced at $10.00 each.
13. COMBUSTIBLES: Oil, gas or gasoline engines may not be operated. Exhibitor shall abide by all municipal and state fire laws and regulations and shall not keep inflammable or combustible liquids or materials in or around the booth.
14. SOUND: Music must be confined to earphones or similar closed-circuit device, unless such music is provided by Show Management. Amplification devices may be used on voice by Exhibitor as long as the exhibit space is larger than 800 sq. ft. and the sound so amplified is not heard beyond the Exhibitor's purchased exhibit space. The Exhibitor agrees that he will stop using all amplified sound in his exhibit if it is deemed by Show Management that it does not conform to limitations set forth by this rule.
15. RESTRICTIONS: Show Management reserves the right to restrict exhibits which because of noise, method of operation, materials, or for any reason, become objectionable in the sole judgment of Show Management and also to prohibit or to evict any exhibit which in the opinion of the management may detract from the general character of the exhibition as a whole. This reservation includes persons, objects, printed matter or anything of a character which the management determines is objectionable to the exhibition.
16. DISPUTE: All decisions involving disputes between exhibitors shall be determined by Show Management.
17. STAFFING BOOTH: Exhibit booths must be staffed during show hours.
18. BOOTH CONSTRUCTION: All areas are 10 feet deep and 10 feet wide . (a.) You may construct your booth 8 feet tall at the back of the booth and a maximum of 10 feet wide for each single booth. (b.) Sides may extend forward a maxi- mum of four (4) feet, 8 feet tall...and an additional four feet at three feet tall. (c.) Booths that are back to back (front - age on two aisles) will be limited on height as described in (b) above. (note - all exhibit booths are considered to face the long aisle, not the cross aisle, for purposes of this regulation.) (d.) All non-standard sizes are basically the same as above, if in doubt call management before you build. IMPORTANT: Space dimensions shown on the floor plan and discussed in (18) are from center line of booth equipment such as side rails and/or back drape. Exhibit structures must be constructed to allow sufficient tolerance for this equipment. IAEM Official Exhibit Guidelines will be furnished Exhibitor prior to show and will be the official show guidelines.