



**2019 Contract
22nd New York NY spring**

Hotel Pennsylvania
Penn Top & Sky Top
401 7th Avenue @ 33rd Street
New York NY 10001

SHOW DATES

March 22-24, 2019
Friday & Saturday 10am-6pm, Sunday 11am-5pm
-may add a wholesale "late night" Thursday, if there is demand

-for the most up-to-date information about the show, visit our website www.WholeBead.com~

Company Name*

Address

City State Zip

Phone Cell

E-mail*

Website*

**BOOTH SPACE ASSIGNED ON FIRST COME BASIS AND WHEN
CONTRACT & PAYMENT RECEIVED**

On time payment is your responsibility.

By signing, I acknowledge that I have read, understand, and agree with the terms of this contract and The Whole Bead Show Inc[®] rules and regulations. I understand that a 50% non-refundable deposit is due with this contract and that the non-refundable balance is due by 11/1/2018. If not paid in full by 60 days prior to show, booth space can be cancelled without refund. The Whole Bead Show Inc[®] reserves the right to reject any contract for any reason. All payments are non-refundable at any time.

Name*

Signature

Date

-----TWBSI use only-----

BOOTHS 2 - 6' tables, electrical included

of booths _____ x \$2150 = _____

OPTIONS

Extra 6' Table _____ x \$200 = _____

ARTISANS

1 - 6' table, electrical included \$550 _____

TOTAL AMOUNT DUE _____

Deposit (50% of total amount due) _____

Final payment due by 11/1/18 _____

5% of the total amount due will be added for contracts received after 11/1/18

PAYMENT

- Check (**made payable to The Whole Bead Show**)
- Credit Card

I authorize The Whole Bead Show Inc[®] to charge my credit card for deposits, corrections, late fees, extras, options, or remaining payments for New York Spring 2019. All payments are non-refundable at any time.

We accept Visa, Mastercard, Discover or American Express

CC# V-code

Expiration Date Billing Zip

Cardholder name (print)

Special Requests we do our best but...request is not guaranteed!

RULES AND REGULATIONS

Contract for Space: The Whole Bead Show Inc[®] ("Management" or "we") may cancel any Contract without refund to merchant, and may re-assign booth assigned to merchant upon failure of merchant to: (1) make payments as required; (2) abide by the rules and regulations; or (3) claim his/her assigned booth by one hour before the open of the show on the first day.

1. **Space Rental and Payment:** A deposit of 50% of the cost of booths(s) must accompany show Contracts, unless an installment plan is approved. The total cost of the space (less the deposit) must be paid by the final payment date set on Contract. If Contract is received by The Whole Bead Show Inc[®] after final payment date set on Contract, 100% of the total cost of the space must accompany the application. Booth space belongs to management and may not be resold by any merchant. It is explicitly agreed by the merchant that in the event the merchant fails to install merchant's product in merchant's space within the time limit set forth on individual Show Memo for setting up and opening exhibits, or fails to pay the space rental at the time specified, or fails to comply with other provisions concerning the merchant's use of exhibit space, the Management shall have the right to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. Payments can be made by check, money order, cash, or credit card with accompanying credit card authorization form. Space will not be reserved until all items are received. *Incomplete forms will take longer to process and may result in missed opportunity.* **All show fees, including deposits, are not refundable for any reason.**

2. **Late Fees:** All due dates are stated on the Contracts and the merchant is responsible for remitting payment on time: A \$25 late fee will be assessed if payment is not received by the following day. Each week that the balance is left unpaid will accrue an additional \$25/week until booth space is cancelled. Payments shall be credited first to late fees and then to other balances due. If full payment is not received 60 days prior to the show, we reserve the right to cancel Contract and all booth(s) shall be lost without a refund.

3. **Assignment of Space:** The Whole Bead Show Inc[®] assigns booths on a first-come, first-served basis. We assign space in keeping with preferences requested by merchants whenever possible. Only one merchant per booth is allowed without written permission. We reserve the right to place merchants where we see fit.

4. **Installation and Dismantling of Exhibits:** All exhibits must be completed, manned and ready for business by one hour before opening of the show on the first day of the show. No merchant shall commence dismantling or packing their product prior to the designated close of the last day of the show. Merchants will not be allowed inside the show room at any time other than designated set up times found on the individual Show Memo. The individual Show Memo will be available online and will be sent out approximately 30 days prior to each show, listing setup times and other show specifics. Please respect set up times and DO NOT come into or bring merchandise or displays to the show room(s) prior to setup time. If merchandise or displays need to be moved by The Whole Bead Show Inc[®] staff, for example due to early arrival, a fee of \$25.00 per item will be charged. Tables and chairs are provided in booth; however, if something else is needed, please ask one of The Whole Bead Show Inc[®] staff for assistance. Do not ask venue staff for items, such as tables. If tables, extension cords, chairs, etcetera are used without permission a fee will be assessed. Phone lines are not provided with booths.

5. **Display Design Criteria:** Merchandise may not extend beyond allotted booth space. Nothing may be leaned on or fastened to the wall. The Management encourages creativity, but displays must meet reasonable decorum and safety standards. Posters, banners and signs must be no larger than 18" X 24". Please no large lettering with words like "wholesale to the public", "50% off", "Sale", etcetera. Nothing displayed above 6 feet in the center of the room and nothing above 8 feet along the walls. No display may block the view of the neighboring booth.

6. **Additional Tables:** Each booth includes table(s); see individual show Contract for further details. Additional tables may be purchased or brought to some shows; further information can be found on the individual Show Memo.

7. **Responsibilities of Merchant:** The Whole Bead Show Inc[®] is a trade show serving both retail and wholesale customers, unless otherwise specified. Merchandise should be visibly priced at "retail", and then offered at a wholesale price to buyers with a resale license. At most shows, customers are registered at the door as either a retail or wholesale buyer depending on credentials and will be provided with a badge. Merchants must collect Sales Tax on all retail sales. The merchant is responsible for obtaining any licenses, permits, or tax identification numbers required under local, state or federal law, and paying all taxes, license fees or other charges that might become due in connection with its activities at The Whole Bead Show Inc[®]. Merchants and their workers must wear a badge, which is distributed at the beginning of the show. It is the responsibility of the merchant to make sure that the badge stays in the merchant's possession the duration of the show and that only the merchant's employee(s) wear the badge assigned to the merchant. There is a refundable deposit for each merchant badge when returned at the end of the show. Refunds may not be given on badges returned at a later date.

8. **Limitation Of Liability:** The Management, its subcontractors, and/or the official show venue operator shall not be responsible for any loss, including but not limited to lost revenue, damage, or injury that may occur to the merchants, merchants' guests, employees, or property, from any cause whatsoever, prior to, during, or subsequent to the period covered by the Rules and Regulations, and the merchant on signing the Rules and Regulations expressly releases Management from, and agrees to indemnify Management from and against, any and all claims for such loss, damage or injury; provided, however, that this provision of the Membership Form shall not be applicable if such loss, damage, or injury is caused by the active negligence or misconduct of the Management or any of subcontractors or employees of Management, the official venue and other such representatives of the show.

9. **Limitation of Lost Revenue:** The Management, its subcontractors, or the official venue shall not be responsible for any lost revenue caused by any cause whatsoever, including but not limited to, booth space cancellation, show cancellation, or denial of booth space.

10. **Insurance:** All property of the merchant is understood to remain under merchant's custody and control, in transit to or from or within the confines of the official venue. Merchants are required to carry public liability insurance against injury to the person or property of others and advised to carry floater insurance to cover exhibit material against damage or loss. **Exposition and Management's insurance policies do not extend to cover liabilities of merchants.**

11. **Security:** Precautions will be taken to protect property during the installation, show, and removal periods. However, the Management, service contractors, and the management of the official venue are not responsible for the safety of the property of merchants from theft, damage by fire, accident, vandalism or other causes.

12. **Damaging or Defacing Property:** Merchants must not tape, paste, thumbtack, nail or otherwise affix signs or posters to the walls or tables of the venue. If any damage is caused to the venue property, accidentally or otherwise, the merchant will be billed for the full cost.

13. **Lighting Restrictions:** Electricity load maximums and cost, if not included, are listed on individual Show Memos. Merchants must bring their own extension cords and strips; electrical outlet may be as far as 10' from booth.

14. **Amendments:** Any and all matters or questions not specifically covered by the preceding terms, rules and regulations shall be subject solely to the decision of the Management, and the Rules and Regulations imposed by Management decision shall be binding on merchants equally with the foregoing rules and regulations set forth in the Rules and Regulations. Merchants not observing the Rules and Regulations or expressing unwillingness to observe them, will be asked to leave and will forfeit monies paid. The Whole Bead Show Inc[®] reserves the right to close any show due to "Acts of God" or if circumstances make it impossible to fulfill the contract. No refunds will be given.

Dispute Resolution: The Rules and Regulations shall be governed by California law, and any and all disputes under the Rules and Regulations shall be resolved pursuant to California law. Subject to the obligation to arbitrate disputes under these Rules and Regulations, in the event suit is filed to determine a party's rights or obligations under the Rules and Regulations it shall be brought only in the Nevada County Superior Court, Nevada County, California. The parties to the Rules and Regulations agree to venue in Nevada County and jurisdiction of the Nevada County Superior Court, State of California. All disputes under the Rules and Regulations shall be resolved by binding arbitration conducted pursuant to the California Arbitration Act. Prior to initiating arbitration, the parties having a dispute under the Rules and Regulations shall first attempt in good faith to negotiate a resolution of the dispute, and failing resolution shall agree on a neutral, third party to conduct a mediation of the disputer. Any failure by a party to a dispute under the Rules and Regulations to mediate the dispute before initiating an arbitration or court action or proceeding shall not recover its attorney's fees if that party eventually prevails.

15. **Attorney's Fees:** In the event any arbitration, action or proceeding is brought involving the parties arising out of the Rules and Regulations, the prevailing party in such action or proceeding shall be entitled to court costs as well as that party's reasonable attorney's fees determined in that action or a separate proceeding brought for that purpose.

16. **Amendments:** Any amendment to the Rules and Regulations sought to be enforced by a merchant must be in a writing that is signed by an authorized representative of Management. Management reserves the right to amend the Rules and Regulations from time to time, and Management shall provide prior written notice of any such amendment directly to the merchant to be bound, as well as notice by posting amendment(s) to the Membership Form on Management's website. After such advance notice to the merchant, the merchant shall be deemed to have agreed to such amendment without the need for the merchant to sign a new Membership Form.