

Buffalo WellFest

APPLICATION/CONTRACT AGREEMENT

EXHIBITOR RULES & REGULATIONS

Please read and click “I accept” for All Service orders to be processed.

“Harmony Expositions, Inc.” referred to as “HEI” hereinafter refers to show management. Authorized representatives of HEI and exhibitors agree to all rules and regulations of this contract agreement. Hale Northeastern referred to as “HNE” hereinafter refers to the official decorator and service contractor. The Buffalo WellFest Site Facility referred to as “BWSF” hereinafter refers to the facility and facility management of the building in which the show is held.

PAYMENT

Full Payment of the total charges within 14 days must accompany all applications. All charges must be paid in full to participate in any function. Any contracts made within 14 days of an event must be paid in full for acceptance. All contract agreements must be signed and dated. No contracts will be processed without full payment.

Make checks payable (US Funds only) to Harmony Expositions, Inc. **There will be a \$50.00 fee applied for any returned checks.** Credit Card information is available in the contract agreement for use of payment also. It is necessary to supply the entire information and authorization signature to process payment. Mail contract agreement, invoice and payment to:

**Harmony Expositions, Inc.
26 Meadow Road
Orchard Park, NY 14127**

CANCELLATION OF CONTRACT

Show Management requires anyone requesting to cancel contracted services to do it in writing to HEI. Any company canceling their contracted services 14 or less days before the show or insertion date will forfeit 50% of the total charges. No refunds will be made for any company canceling their contracted exhibit space within 7 days of the initial show date.

EXHIBIT SPACE

In the exhibit space application, you the exhibitor, designated location choices and provided information regarding exhibits that should not be next to or across the aisle from your assigned exhibit space. HEI reserves the right to assign exhibit space on a first come, first serve basis keeping in mind the information you, the exhibitor, provided a priority. However, HEI cannot guarantee that similar products or a competitor will not be located near you. HEI also reserves the right to limit the number of exhibitors displaying similar products.

HEI will provide each exhibitor with an exhibitor kit to be received by the exhibitor prior to the show. Refer to exhibitor information for a list of show/booth furnishings included in your contracted space. HNE will offer additional furniture, accessories and information regarding custom exhibit rental, cleaning, signage, labor, material handling, transportation and utilities.

Exhibit space will be identified with a 7” x 44” sign included in your contracted space agreement.

Exhibit space requires an authorized exhibitor with a name badge in the contracted space at all times during advertised show hours. HEI will provide name badges for each exhibitor. A name badge request form will be sent with the show contract confirmation to be filled out and returned to HEI.

Exhibit space must be installed and dismantled in accordance to the move-in and move-out schedule provided in the exhibitor kit for each show. The exhibit space must be set and ready for display before the show opens and remain as such until the show is terminated WITHOUT EXCEPTION. Exhibit space must look neat and professional at all times. All furnishings and displays must remain within the contracted space. All display material, signage, and anything else in the contracted space must be in good condition and not obstruct the view or interfere with other exhibitors. All storage and packing containers will be picked up and stored by HNE during posted show hours and returned when the show is terminated. Aisles, passageways, and exits must be kept clear at all times in accordance with safety regulations.

USE OF EXHIBIT SPACE

****No exhibitor is allowed to share or sublet assigned/contracted exhibit space.**

No exhibitor is allowed to display or sell products and/or services unless pre-approved by HEI. HEI reserves the right to decline or prohibit any requests that are not suitable for the show.

In compliance with the licensing restrictions of the BWSF, no exhibitor is allowed to use food products or give samples unless approval has been given in advance by HEI. The distribution of alcoholic beverages is prohibited.

No exhibitor is allowed to affix signage or any other promotional material to walls, doors, windows, partitions, or any other fixture of the BWSF. The exhibitor is liable for any damages.

No exhibitor is allowed to hold demonstrations or distribute promotional literature outside the contracted space. Demonstrations must be done only in designated areas and aisle space must be kept clear of furnishings, displays and promotional materials. All promotional literature and/or advertising must be associated with the exhibitor of the contracted space.

HEI reserves the right to regulate the use of helium balloons to decorate booth space where the interests of neighboring exhibitors are affected.

No exhibitor is allowed to put up or operate any engine, motor, or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the contracted space. All display materials must meet the fire retardant regulations.

No exhibitor is allowed to use copyright materials, including but not limited to music. To use such materials, written evidence to HEI and the BWSF in advance must be given showing that all copyright fees have been paid or a valid agreement with the licensing organization is in existence.

No exhibitor is allowed to use microphones and/or any equipment producing loud noise which is distracting to other exhibitors and/or show.

No exhibitor will be relieved of financial obligation if contracted space is not occupied.

SALES & SALES TAX REQUIRMENTS

All exhibitors making taxable sales of goods or services must have a valid Certificate of Authority to collect sales tax in the State of New York. If you are not registered with the State of New York you must obtain the Certificate of Authority prior to the opening of the show. If you need to do so or if you have any questions, please contact the NYS Sales Tax Department at (800) 972-1233. You the exhibitor will receive a NYS tax form with the show contract confirmation, please fill out and return to HEI. This form must have your Sales Tax ID number for our file.

EXHIBITOR LIABILITY / INSURANCE

Exhibitors agree to indemnify, defend and hold HEI harmless from and against all losses, damages, liabilities and claims relating to its use of space and/or negligence or willful misconduct on the part of exhibitors, its employees and agents. In no event will HEI be liable for any indirect, special, incidental or consequential damages.

SHOW MANAGEMENT RULES & RESTRICTIONS

Show Management requires in writing along with your contract application any special requests regarding your contracted space or function as an exhibitor. Approval must be given before exhibit space can be assigned.

Show Management does not allow any solicitation, distribution of literature or promotional materials by any person, company or organization outside of or without contracted space. Any such person or group will be removed from the show.

Show Management requires in writing 14 days before the show date, any requests regarding contests, giveaways, drawings or prizes for approval.

Show Management requires exhibitors to be engaged in the display, demonstration, application or sale of the company's product or services.

Show Management reserves the right to remove or prohibit any exhibits, persons, objects, or printed matter that are determined inappropriate or may detract from the show.

ACCEPTANCE OF TERMS AND AGREEMENTS

We (the exhibitor) have read and agree to abide by the Exhibitor Rules & Regulations and Terms & Agreements of this contract. Exhibit space will be assigned by HEI upon receiving the show application/ contract agreement and payments in accordance with this application/ contract.

Harmony Expositions, Inc. 26 Meadow Road, Orchard Park, NY 14127
Phone: 716-539-5793 FAX: 716-662-7866 Email: info@buffalowellfest.com