

## **EXHIBITOR INFORMATION, TERMS AND CONDITIONS**

The House of Insanity Haunted House & Halloween Festival at Salvage Texas is now accepting Vendors/Exhibitors!

What is different about OUR event? As a former vendor/exhibitor, we have structured this event for maximum vendor exposure. The festival is structured so that our guests must travel through our vendor area to get to the haunted attractions. The haunted attractions then exit back out into the vendor area as well. For more information, please continue reading below.

### **General Guidelines:**

We realize this is a ten day event, totaling around 40 hours exhibitors will be setup throughout October. We are giving heavy consideration to the vendors/exhibitors that are able to commit to the entire 10 days of the festival, but we are also considering vendors/exhibitors that can only commit to certain days of the event. If you are unable to commit to the entire 10 days festival, special arrangements can be made, but you must first email [heath@salvagetx.com](mailto:heath@salvagetx.com) with the details of your arrangements.

### **Booth Options & Pricing:**

There are **two booth options** to choose from - with electrical hookups and without. All spaces are roughly 10'x10'.

We have roughly 20 separate vendor spaces with electrical hookups. These spaces have walls and are individually separated and can be enclosed at the end of each evening. Single 110 outlet, 15 amps per booth.

The remaining vendors that do not require electric will be housed under large lit commercial tents that will be enclosed and guarded in the evenings. We have roughly 20 non electric booth spaces available.

**With Electric - \$600 - \$250 deposit**

**Without Electric - \$300 - \$200 deposit**

### **What Exhibitors Receive:**

Each Exhibitor will be allotted one 8' table and two chairs in their designated space. You will receive two EXHIBITOR SEASON PASSES for the length of the event.

### **Exhibitor Setup:**

Exhibitors will be allowed to set up on Friday, October 6th at 3:00 pm. If you need to setup earlier for some reason, email [heath@salvagetx.com](mailto:heath@salvagetx.com) to schedule.

### **Exhibitor Hours:**

We ask that Exhibitors be at their spaces at least one hour prior to opening each day. This will help with last minute needs that may arise and give you time to get your spaces ready. All

tables are required to be manned and operated for all public hours of the event and may incur a penalty for failing to respect this guideline. No early breakdowns. On our final night, Tuesday, October 31st, in the event of slow traffic we will instruct all exhibitors of a possible early breakdown. All exhibitors are responsible for observing and following all national, state, and local laws and policies.

<b>Festival/Exhibitor Hours</b>	<b>Opens</b>	<b>Closes</b>
Friday, October 6th	8:00 pm	11:00 pm
Saturday, October 7th	8:00 pm	11:00 pm
Friday, October 13th	8:00 pm	11:00 pm
Saturday, October 14th	8:00 pm	11:00 pm
Thursday, October 26th	8:00 pm	11:00 pm
Friday, October 27th	8:00 pm	Midnight
Saturday, October 28th	8:00 pm	Midnight
Sunday, October 29th	8:00 pm	11:00 pm
Monday, October 30th	8:00 pm	11:00 pm
Tuesday, October 31st	8:00 pm	Midnight

Exhibitors can register for up to 3 exhibit spaces. Once payment has been received, you will receive an email with more detailed information. Exhibitor spaces and tables are not confirmed until paid in full. To guarantee the lowest posted rates, payment must be made by the posted deadlines unless otherwise agreed to in writing by the event producers. Heavy consideration will be given if you are a SFX artist, a make-up artist, and horror themed exhibitor, as this is a Halloween Event that takes place prior to Halloween. This event is non-refundable and non-transferrable. No alcohol is allowed at this event.

Any exhibitor conducting sales at the Halloween Festival at Salvage Texas is required to have a valid Texas seller's permit. Promotions or solicitations by any group, business, service, person or

event not registered as an exhibitor or sponsor of The House of Insanity Haunted House and Halloween Festival is prohibited without prior written permission of the event producers. You are responsible for collecting and remitting Texas Sales Taxes.

All exhibitors must have proof of liability insurance. [ACT Insurance provides this \\$265 annual package](#) that most exhibitors will qualify for.

Exhibitor tables are bare and come with two chairs and two Exhibitor Only badges. Exhibitors will be listed on the website. Since this is an outdoor event, exhibitors are responsible for cleaning up their area at the end of the weekends. You will not be allowed to leave your booth setup throughout the weekdays, only on days the event is in operation. Booth locations are determined by the event producers and may be arranged on a first come, first served basis.

## **EXHIBITOR TERMS & CONDITIONS - The House of Insanity Haunted House & Halloween Festival 2017**

**I. THIS AGREEMENT** shall be subject to and subordinate to the lease and rules and regulations between the selected Convention Facility "Salvage Texas" and Halloween Festival "The House of Insanity Haunted House & Halloween Festival 2017," for the period of the Festival.

The term "Exposition" as used herein shall mean "The House of Insanity Haunted House & Halloween Festival." The term "Exhibitor" shall refer to the party contracting hereunder for said exhibit space, the term "Convention Facility" shall refer to Salvage Texas, the exposition property in which The House of Insanity Haunted House & Halloween Festival is to be held.

### **II. PAYMENT REQUIREMENTS:**

A. PAYMENT for all exhibit space, program advertising, sponsorship, fees, and/or additional registrations MUST be PAID IN FULL before the exhibit company will be allowed to occupy the assigned exhibit space.

B. NO REFUNDS will be provided for program advertising, sponsorship, fees, and/or additional registrations after payment.

**III. USE OF ASSIGNED SPACE:** It is expressly agreed that exhibit space is assigned under this contract subject to the following terms and conditions: (Note: For the purposes of this paragraph, "person" means any natural person or any corporation, partnership, foreign or domestic business entity.)

A. All exhibits participated in The Exposition shall be officially located on the festival grounds in their assigned spaces.

B. All exhibit space assigned under this contract is for the SOLE AND EXCLUSIVE USE OF THE UNDERSIGNED EXHIBITOR. Exhibitor shall not reassign, sublease or share his assigned space with any other person or company. Exhibit space is assigned on the expressed

understanding that it is to be used solely for the display of the products and/or services that the Exhibitor holds out for sale. Use of the assigned space for the display of products or persons other than the Exhibitor is a violation of this contract, and cause for exhibitor removal from the exhibit space.

C. Exhibitor shall display his products and/or services only in the designated exhibit area assigned in this contract. Exhibitor is expressly prohibited from displaying his products in any other space in or around the facility without written permission from the The Exposition management staff.

D. The Exposition holds the absolute right to require any Exhibitor to change, alter, modify, or remove any or all parts of Exhibitor's display, which The Exposition, in its sole discretion, deems unsuitable for the exposition or bothersome to the other exhibitors; including but not limited to signs, cards, fog machines, animations, air cannons or other material, stands, display cases, physical structures, exhibit configuration or items being displayed by Exhibitor.

E. The Exposition reserves the right to alter locations of Exhibitors as shown on the official property exhibitor plan, if deemed necessary, in the best interest of the exposition generally. The Exposition reserves the right to fill space vacancies occurring for the reason of non-arrival or late arrival of the Exhibitor.

**IV. SPECIAL SERVICES:** The Exposition shall provide the following items and services to the exhibitor without any additional charge: (NOTE: Forms and fees must be completed and submitted at time of payment)

A. The Exposition will furnish Exhibitor one (1) eight (8) foot bare table, two (2) chairs and two (2) staff only passes.

B. The Exposition will include Exhibitor's name in its official event directory, only if the information is formally submitted prior to publisher's deadlines.

C. Exhibitor must obtain any and all needed labor, furnishings, wiring, lighting, decorations and other supplies and equipment through the in house exhibit company via The Exposition Management. All charges for such services are the sole responsibility of the Exhibitor, and exhibitors are NOT allowed to bill through The Exposition, nor shall The Exposition assume any responsibility for them under any circumstance.

**V. LIABILITY FOR LOSS, THEFT, PROPERTY DAMAGE OR DESTRUCTION AND PERSONAL INJURY:**

A. Exhibitor hereby agrees to hold harmless and waives any and all claims against The Exposition and the Convention Facility resulting from loss, theft, damage, or destruction of its property, or from personal injuries to it, its agents or employees.

B. Exhibitor assumes full and complete responsibility for any damage or destruction of property

of others, or from Exhibitors participating in The Exposition during the applicable dates. Exhibitor assumes full responsibility for any fines incurred by The Exposition as result of activities not pre-approved by The Exposition. This includes the triggering of fire alarms and smoked detectors. Exhibitor hereby waives any right of indemnification against The Exposition and the selected Convention Facility for any and all claims arising from exhibiting at The Exposition.

**VI. INSTALLATION AND DISMANTLING OF EXHIBITS:** (See installation and dismantling dates and times of Exhibitor spaces in The House of Insanity Halloween Festival 2017 Exhibitor Packet).

**VII. INSURANCE:** It is expressly acknowledged that The Exposition and Convention Facility has not purchased insurance of any kind for the benefit of Exhibitor, nor is it under any obligation whatsoever to do so.

**VIII. STRIKES AND LABOR DISPUTES:**

A. Exhibitor shall obey all applicable union labor requirements prevailing in the selected Convention Facility at the time The Exposition is held.

B. Exhibitor shall take steps deemed necessary by Exposition to avert or mitigate a strike or other labor dispute.

**IX. EXHIBITOR'S RESPONSIBILITY FOR ADDITIONAL CHARGES:** The following charges are the sole and direct responsibility of Exhibitor. The Exposition nor the convention facility shall incur no responsibility or liability with respect to:

A. Any expense incurred as a result of partial or total evacuation of exhibitor from the selected exhibit facility.

B. Any expense required for Exhibitor to comply with any federal, state or local government regulation.

C. Any expense required for Exhibitor to comply with any regulation imposed by the selected Convention Facility.

D. Any expense incurred by Exhibitor due to a strike or labor dispute.

**X. CHANGE OF TIME OR PLACE:** The Exposition reserves the right to change the location and the time of the exposition, provided that it shall give Exhibitor immediate mailed notice of such change.

**XI. CANCELLATION:** Upon acceptance by The Exposition, this contract is binding. No refund will be executed to Exhibitor unless specified by The Exposition.

A. The Exposition has the absolute right to cancel this contract if Exhibitor fails at any time to comply with any or all of the terms, provisions or conditions of this agreement. Such

cancellation shall be without liability on the part of The Exposition.

B. The Exposition has the absolute right to cancel the contract in the event that the performance is rendered impossible by any circumstances beyond the control of The Exposition, including but not limited to acts of God, government, or public enemy; strikes or other labor disputes; or the selected Convention Facility's inability to provide space. Such cancellation shall be without liability on the part of The Exposition.

## **XII. EXHIBITOR'S RESPONSIBILITY FOR EXPENSES AND ATTORNEY'S FEES:**

Exhibitor shall be liable to The Exposition for any and all expenses incurred by The Exposition in exercising and/or enforcing any of its rights under this contract, or incurred by The Exposition as a result of Exhibitor's violation or failure to comply with all the terms of this contract, including all court, mediation and attorney's fees.

## **XIII. RULES AND REGULATIONS:**

A. The Exposition reserves the right to adopt any rules or regulations which it may deem necessary in order to facilitate the smooth and effective operation of the exposition. Exhibitor hereby agrees to abide by any such rules or regulations, as if they were fully set forth herein. The rules and regulations will be furnished to the Exhibitor upon his request.

B. The Exposition reserves the right to refuse admittance to the exposition, of any person, group of persons or organization, for any reason, without explanation or appeal.

C. The Exposition reserves the right to restrict, refuse or expel at any time, exhibits that in its sole judgment detract from the general character of the exposition. This reservation includes products, things, conduct, printed materials, or anything of a character that The Exposition deems objectionable or detrimental. The decision of The Exposition being final in this matter.

D. Exhibitor agrees to comply with any rules of the selected Convention Facility.

**XIV. SPACE ASSIGNMENT:** The Exposition shall have the right to assign exhibit space as The Exposition deems appropriate. Exhibitor shall have no right to any space unless and until an application for exhibit space has been duly executed by The Exposition and all Exhibitors and exhibits have complied with financial and other expectations under this contract.

A. Exhibitor agrees to maintain his staffed exhibit until the close of the show on Tuesday October 31st, 2017. Failure to do so will result in a fine of \$200.

**XV. THIS EXHIBITOR INFORMATION, TERMS AND CONDITIONS AGREEMENT** contains the entire agreement between the parties and for all purposes shall be deemed to have been executed under and subject to and constructed in accordance with the laws of the State of Texas.

The undersigned agrees to abide by The Exposition Information Terms and Conditions.

Acceptance of this application by the The Exposition constitutes a contract.

Your submitted online registration in addition to submission of payment is representative of your acknowledgement and adherence to the Exhibitor Information, Terms and Conditions and acts as your digital signature.

For all questions and/or reserve your exhibitor space, please contact our Exhibitor Director, [heath@salvagetx.com](mailto:heath@salvagetx.com)

By signing this agreement and submitting your payment you are agreeing to these terms and conditions.

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Exhibitor Name (Printed)

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Exhibitor Business Name or Entity

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Date Signed