

2024 Home & Garden Expo

Term of Service

Release of Claims: The undersigned Home & Garden Expo sponsor/exhibitor agrees to hold harmless and indemnify the Central Delaware Chamber of Commerce (CDCC), its Planning Partners and their agents, employees, contractors, and subcontractors from and against all claims, damages, losses and expenses, including reasonable attorney fees arising out of personal injury or property damage sustained during the Home & Garden Expo, caused in whole or in part by the sponsor's/exhibitor's negligent acts or failure to act or that of their agents, employees, contractors, or anyone employed by them for whose acts the sponsor/exhibitor may be liable.

Event & Cancellation Policy: Once the application has been accepted and Terms of Service are signed by all participating parties (show management / sponsor or exhibitor) all terms and conditions are accepted as contractual. Sponsor / exhibitor agrees to abide by the terms & conditions set forth in this contract and the Exhibitor Rules & Guidelines attached. The undersigned acknowledges that they accept the terms as set forth in the contract and is authorized to sign the contract on behalf of the Exhibitor / Sponsor.

- 1) Exhibitors are responsible for keeping their booths neat, clean, fully assembled, and in presentable conditions at all times during the Expo.
- 2) Exhibitor shall have at least one attendant at their booth at all times while the Expo is open to the public. Exhibitor will receive a table & 2 chairs to accommodate staff.
- 3) We encourage all exhibitors to wear name badges throughout the event. If you need a name badge holder, they will be available at the CDCC table.
- 4) Loud sound displays or flashing lights are not permitted.
- 5) Exhibitors cannot block neighboring booths. Exhibitors shall use care not to disrupt the flow of traffic in front of booths.
- 6) Booth space will be assigned on a first-paid, first-served basis according to your choice. All booth fees must be paid in full at the time of application to secure desired space.
- 7) The rating for this Expo is PG as this is a community event and all are encouraged to participate. Therefore the use or display of any inappropriate / offensive products, services, language or behavior is hereby prohibited and will be cause for immediate termination of showcase space. In such an event it is understood by the Exhibitor that they forfeit all monies paid and will not be eligible for a refund.
- 8) Exhibitors shall not sell any food or beverages from their booths without prior authorization.
- 9) No Exhibitor may solicit business outside of their designated booth space. This includes the aisles. Exhibitors must remain within their contracted space when promoting their goods / services.
- 10) Booth space may not be shared, unless sponsor/exhibitor has submitted a written request to the CDCC, and approval has been granted.
- 11) The distribution of any other businesses' information is not permitted unless approved by CDCC.
- 12) Sponsor/Exhibitor is responsible for the security of their own property during set-up, show hours, and break down of the event. Appropriate insurance coverage must be carried by the sponsor /exhibitor to cover all contingencies including but not limited to fire, theft, property damage, public/ private liabilities and worker's compensation.
- 13) Propane & Helium tanks or any other highly flammable or potentially explosive materials are prohibited inside the Delaware State Fair Exhibit Hall.
- 14) In reference to cancellations, before **January 12, 2024** a \$100 non-refundable processing fee will be assessed, and the balance refunded. No refunds will be made for cancellation after **January 12, 2024**.
 - a) In the case of sponsor/exhibitor "No show" on the day of the event, sponsor/exhibitor will not be refunded for any reason.
 - b) In the case of sponsor/exhibitor illness, refunds are not available.
 - c) In the case of expo management cancellation of event due to extreme weather or circumstances beyond the control of CDCC and its Partners, refunds are not available.
- 15) For all applications received after the **January 12, 2024** deadline, refunds will not be made for any reason.

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Liability

**Exhibitors are liable for any damages to equipment, furniture, and/or booth space provided for use during the Show (i.e. floors, walls, columns, tables, chairs, etc.)

*CDCC and partners of the Home & Garden Expo are not liable for any loss or injury that might occur to the Exhibitor or Exhibitors employees, representatives, agents or any property related thereto; from any cause whatsoever prior, during, or subsequent to the Expo.

Setup / Tear Down

*Exhibit times are Friday, February 23, 2024 from 12:00pm – 6:00pm and Saturday, February 24, 2024 from 9:00am – 3:00pm.

*Installation and booth set up will begin at 10:00am on Friday, February 23, 2024 and cease at 11:45am prior to the start of the Expo. If an Exhibitor fails to show up within this time frame they forfeit their booth and are not eligible for a refund.

*Dismantle and Tear down begins AFTER doors close at 4pm on Saturday, February 24, 2024. Exhibitors shall keep their displays intact until it is announced that doors have closed. DO NOT PACK UP EARLY! Exhibitors who pack up early may not be allowed to participate in future events.

*If an Exhibitor fails to remove an exhibit from Delaware State Fair property by 8:00pm on Saturday, February 24, 2024, it will be removed by the CDCC and discarded appropriately. All charges for this removal will be billed to the Exhibitor with the expectation to pay promptly.

I fully understand the above policies of the Home & Garden Expo and accept all terms & conditions as stated.

Authorized Signature of Applicant / Vendor Company

Date

Print Name

CDCC Director of Special Events Signature

Date

Cristal Brenneman

Print Name