



Your Big Day Wedding Expo

AGREEMENT

The following is a binding, legal agreement between Your Big Day Weddings & Events, LLC (producer) and (exhibitor) for participation in the “**Your Big Day Wedding Expo**” to be held at The AJ Smith Recreation Center, 810 N. Evans St., Tecumseh, MI 49286, Sunday, November 2, 2014 (12-4 p.m.) - Set up from 8:00 a.m. - 11:00 a.m.

Responsibilities of Producer:

1. To produce, promote, and market an extensive advertising campaign in all forms of media for bridal show, including but not limited to Newspaper, Cinema Ads, Press Releases, Radio, Posters, E-mail, Bridal Lead Lists and Facebook.
2. To provide a schedule of events on www.yourbigdayweddingexpo.com
3. To provide continuous updated show information on www.yourbigdayweddingexpo.com, Facebook, & via e-mail.
4. To provide a floor layout displaying booth locations of all participating Exhibitors on www.yourbigdayweddingexpo.com
5. To provide display area including (1) skirted and covered table.
• Booth ***locations will be assigned on a first come, first serve basis, after full payment is received.***
6. To provide pre-registration for Brides on our website.
7. To provide carts to help load & unload vendors.
8. To provide Brides with Your Big Day Wedding Expo identification item so exhibitors can identify & target Brides.
9. To distribute a detailed list of registered & pre-registered Brides via e-mail by 11.15.14.
10. To list all professional vendor's websites on www.yourbigdayweddingexpo.com for eleven (11) months after the expo.

Responsibilities of Exhibitor:

1. To pay a total non-refundable reservation fee of \$125 with signed Contract Agreement by September 1, 2014 or no later than October 15, 2014 . *Payment can be made by check payable to: Your Big Day Weddings & Events, 1310 W. Maple Ave., Adrian, MI 49221.*
2. If balance of all fees is not paid, **under no circumstances** will vendors be permitted to occupy booth space. Credit cards will be accepted for reservation and/or balance with a \$10 fee for card processing.
3. To restrict booth occupancy to one company's product or service only. If you provide more than one service or sell more than one product, you **must** inform Your Big Day Weddings & Events in writing with your signed contract. The vendor listed on the signed contract may not sell their booth space to another vendor.
4. To set up booth display no later than 11:00 a.m.; **no refund** will be made for spaces assigned and not occupied on November 2, 2014.
5. To display a visual sign in booth with business name and produce inviting exhibit of products or services.
6. To maintain & operate booth through the close of the show. **Breaking down early will not be permitted, linens must be left on table.**



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Responsibilities of Exhibitor (continued):

7. To comply with all laws, ordinances & regulations pertaining to licensing, sales tax, health, fire prevention, public safety & copyright.
 8. To not copy, lend, sell, or trade the Registered Bride's Information List to a 3rd party.
 9. To read, understand, and abide by the Terms & Conditions adjoined to this Contract Agreement.
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Exhibitor Agreement: The Terms & Conditions along with the adjoining Contract Agreement comprise the entire agreement between Your Big Day Wedding Expo Promoter and the Exhibitor for the Your Big Day Bridal Show. The Contract Agreement for the Your Big Day Wedding Expo presented by Your Big Day Wedding Expo Promoters will not be processed if an incomplete, unsigned, or illegible Contract is submitted. The parties agree that, if a signed copy of the agreement is transmitted by E-mail, the said copies shall be deemed to be an original document, fully enforceable there as. Your Big Day Wedding Expo Promoter agrees to provide Exhibitor booth space at the Your Big Day Wedding Expo according to the Terms and Conditions listed below and for the hours determined by Your Big Day Wedding Expo Promoter. Your Big Day Wedding Expo Promoter will not guarantee any exclusive right to any exhibitor in any product category and reserves the right to refuse any exhibitor/advertiser. ***Note:** The Contract Agreement, when signed by Exhibitor, constitutes a binding legal agreement. The Exhibitor agrees that upon acceptance of the Contract Agreement by Your Big Day Wedding Expo Promoter, with or without appropriate payment, this Contract shall become a legally binding contract, enforceable against the Exhibitor in accordance with its terms.*

Exhibitor Fees: Exhibitor shall pay the required payment amount to Your Big Day Weddings & Events, LLC upon execution of the Contract Agreement. Exhibitor shall pay all remaining portions before the due date listed on the adjoining Contract Agreement. All amounts due to Your Big Day Wedding Expo Promoter under this agreement are unconditional obligations of Exhibitor and shall be paid to Your Big Day Wedding Expo Promoter as described herein and are non-refundable. Under no circumstances will the Exhibitor be permitted to occupy its exhibit space if full payment has not been received. If Exhibitor's assigned booth is empty at 11:30 a.m. the day of the show, Exhibitor's rights to the booth hereunder shall be terminated, and all monies paid to Your Big Day Wedding Expo Promoter hereunder shall be retained by Your Big Day Wedding Expo Promoter, all as liquidated damages. The parties agree that a monthly charge of 1.5% shall be added to past due accounts and if Exhibitor defaults, 25% of the unpaid balance shall be added to the amount past due as liquidated damages. Furthermore, Your Big Day Wedding Expo Promoter shall be entitled to receive from Exhibitor reasonable attorney's fees together with court costs and all expenses incurred to collect said debt if this Contract is breached in any way.

Exhibitor Cancellation: No Bridal Show space may be cancelled or withdrawn once the Contract Agreement is signed, except pursuant to other provisions of the Contract. If Exhibitor proves just cause to qualify for cancellation and Your Big Day Wedding Expo Promoter deems just grounds for request of cancellation then it must be in writing no later than 30 days before the scheduled Bridal Show and shall become effective when received by Your Big Day Wedding Expo Promoter; the payment being withheld unconditionally. Both the Exhibitor and Your Big Day Wedding Expo Promoter acknowledge that Your Big Day Wedding Expo Promoter will sustain losses if the Exhibitor cancels Contract Agreement after said time frame. Therefore, all payments made or due to Your Big Day Wedding Expo Promoter shall be fully earned and deemed non-refundable, in consideration for expenses incurred by Your Big Day Wedding Expo Promoter and its lost or deferred opportunity to provide exhibit space to others.



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Exhibit Space: Exhibit space is based on the type of Contract Agreement purchased. Space selection will be handled on a first-come, first-serve space- available basis. While every effort will be made to honor requested booth locations, Producers reserve the right to determine the final layout of the Show and **Your Big Day Wedding Expo** Promoter may change the floor plan or booth assignments at any time upon sole discretion. Exhibitor may not assign, sublease, or otherwise share the booth or its rights under the contractual agreement. Exhibitor agrees to be held liable for any such unauthorized use of its exhibit space and that the damages to **Your Big Day Wedding Expo** Promoter resulting from each unauthorized use will be set at a dollar amount equal to the fee for the Exhibitor's space in the Show. Only the company name listed on the Contract is considered an official Exhibitor. Exhibitors are restricted from handing out publications that have non-exhibitors in them or from displaying information at their booths from a non-paying vendor without prior permission.

Exhibitor Occupancy: If the Exhibitor does not occupy their exhibit space, **Your Big Day Wedding Expo** Promoter may occupy or cause said space to be occupied as it may deem best for the interest of **Your Big Day Wedding Expo** Promoter without any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of the Exhibitor will be revoked. Exhibitor's rights to the booth hereunder shall be terminated, and all monies paid to **Your Big Day Wedding Expo** Promoter hereunder shall be retained by **Your Big Day Wedding Expo** Promoter, all as liquidated damages. No refund will be made to any Exhibitor for spaces assigned and not occupied on the day of the show.

Exhibit Operations: Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and guests. Booths must be staffed at all times during scheduled show hours and personnel must confine their activities to the exhibit space of the Exhibitor by whom employed. Exhibitor displays, decorations, & products may not exceed the boundaries of the exhibit space assigned to or protrude into the aisles. Any Exhibitor who distributes food samples agrees to follow basic food safety guidelines. Exhibitors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. Premature dismantling of and/or failure to fully staff said space during the entire show will result in the forfeiture of the exhibit space. No exhibit or portion thereof may be removed from the exhibit facility during the event and Exhibitor agrees to remove all belongings and other items, including trash, from its booth at the end of the Show.

Property Responsibility: In no case will **Your Big Day Wedding Expo** Promoter be responsible for theft, loss or damage to Exhibitor's product or display booth while exhibiting at show. Exhibitor agrees that it is wholly responsible for protecting its personal property on show premises. Exhibitors remain solely liable for the safety of their exhibits and all bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Displays must adhere to all local, state, and federal laws and fire regulations. **Your Big Day Wedding Expo** Promoter reserves the right to prohibit or remove any display deemed to be inappropriate or not in the best interest of the Bridal Show. Exhibitors are encouraged to secure their exhibits and products and insure their property from the time it leaves their store or warehouse until it returns, at their own expense.

Liability and Insurance: Exhibitor agrees to obtain general liability insurance, property insurance to sufficiently cover exhibitor's property and contents, & workmen's compensation. Exhibitor agrees to hold harmless **Your Big Day Wedding Expo** Promoter, venue, and their contractors, agents, officers, and employees against claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from its occupancy of the exhibit space contracted for, by reason of personal injuries, death, or property damages sustained by any person. Failure by **Your Big Day Wedding Expo** Promoter to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. The Exhibitor understands that neither **Your Big Day Wedding Expo** Promoter or venue maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Each professional vendor must produce a certificate of liability insurance to **Your Big Day Wedding Expo** at least one week prior to the show. Specific verbiage: Your Big Day Weddings & Events, LLC must be listed on the policy as additionally insured as well as AJ Smith Recreation Center, Tecumseh, MI.



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Lead List: The Bride Lead List is established for **Your Big Day Wedding Expo** Exhibitors **ONLY**. Exhibitors recognize that the lead list is the exclusive property of **Your Big Day Wedding Expo** Promoter and is provided for the sole use of the Exhibitor to use only as a direct business marketing tool. It is further understood and agreed that the Exhibitor shall not under any circumstances copy, lend, sell, trade or share in any way the information provided in the Registered Bride's Lead List Information to a third party. This list is for exclusive use of Bridal Expo participants. Understand in signing the Contract Agreement you have a contractual agreement to keep this list confidential, as it is coded and protects you from unauthorized use. If this information is used or threatened to be used in an unauthorized manner, **Your Big Day Wedding Expo** Promoter shall be entitled to seek relief in any court of competent jurisdiction, including but not limited to injunctive relief, actual and punitive damages, reasonable attorney fees, costs and any and all other expenses incurred. Exhibitor agrees not to use the list or permit the list to be used to promote any other business bridal or weddings related show or event, including Vendor's participation within such an event, and that damages suffered by **Your Big Day Wedding Expo** Promoter due to violation of each such use will be set at a dollar amount no less than \$500, additionally resulting in exclusion from future shows.

Act of God, Etc.: In the event the **Your Big Day Wedding Expo** is delayed, rescheduled, or cancelled due to circumstances beyond control of **Your Big Day Wedding Expo** Promoter, including but not limited to an act of God, war, not sovereign conduct, catastrophic event, natural disasters or the conduct of third parties, that this agreement remains in full force and effect during any delay or as rescheduled, and shall terminate if cancelled, with all sums paid by **Your Big Day Wedding Expo** Promoter refunded.

Sever-ability: If any clause of the Contract Agreement and its Terms & Conditions are found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect without regard to the invalidated clause.

Grand Prize(s): Grand prizes will be distributed to attendees of the **Your Big Day Wedding Expo** by the show promoters in the form of a certificate to be used with any of the **Your Big Day Wedding Expo** Wedding Vendors. Value of the certificate will have a face cash value which **Your Big Day Wedding Expo** Promoter will pay to the professional vendor upon receipt. Winners of certificate and services must agree to redeem before February 1, 2015 and subject to the availability of the vendor.



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PROFESSIONAL VENDOR ENTRY FORM:

Please **Print** - Starred items must be completed

*Company Name _____

* Contact Person _____

Street Address _____

City _____ State _____ Zip _____

*Phone _____ *E-mail _____

*Facebook _____ *Website _____

* Type of Service:



☐ Single Booth - \$250 _____

☐ Double Booth - \$475 _____

☐ Electricity (no charge) _____

TOTAL DUE BY 9.1.14 _____

The undersigned hereby represents & warrants that he/she is duly authorized to execute the terms of this contractual agreement and has read and fully understands the adjoining Terms & Conditions set forth and is responsible for all terms stated within.

✓ _____

✓ Date _____

This agreement is non-cancelable and non-refundable. Send Copy of Contract and Payment payable to:
Your Big Day Weddings & Events, LLC, 1310 W. Maple Ave., Adrian, MI 49221 *
www.yourbigdayweddingexpo.com * 517.902.9945