

Holiday in Smoke Rise Arts & Craft Show 2011 Exhibition Rules, Contract & Agreement

Agreement between Smoke Rise Elementary Foundation, Inc. hereinafter (“SRE Foundation”) and hereinafter (“Exhibitor”).

1. **Location:** The Holiday in Smoke Rise Arts and Craft Show hereinafter (“HiSR”) will be held in the Smoke Rise Elementary School and Gym at 1991 Silver Hill Road, Smoke Rise, GA 30087.
2. **Show Date & Time:** Saturday, December 3, 2011. Doors open for sales at 9:00 am and close at 4:00 pm.
3. **Staffing:** Exhibitor is responsible for staffing his/her own booth and MUST be available for sales for the full length of the show from 9:00 am until 4:00 pm. Assistance with set up, sales, and take down activities will not be provided. Each booth is limited to two (2) people per 8’ x 10’ space purchased.
4. **Setup Date Times:** Exhibitor will be assigned an arrival time between 6:00 pm and 8:00 pm on Friday, December 2, 2011. Exhibitor may arrive after his/her designated arrival time; however, Exhibitor will not be allowed to arrive earlier than the designated time. Exhibitor will have until 10:00 pm Friday evening to set-up his/her booth. Doors will reopen at 6:00 am on December 3rd for set-up. In late November, Exhibitor will be sent a letter with arrival time and check-in procedure information. Exhibitor must follow check-in procedures.
5. **Security:** The facility will be locked on Friday, December 2nd. No additional security will be provided inside or outside of the facility. The facility does have an alarm system.
6. **Check-in:** On Friday, December 2nd, Exhibitor will check-in at the information table outside the main entrance or in the front hall (depending on weather) to obtain instructions for set-up, booth assignments, unloading station and procedures, parking information, and permit and checkout procedures for Saturday. It is the responsibility of Exhibitor to obtain this information and follow the procedures issued for each respective item.
7. **Check-out:** Exhibitor must remove from the school all unsold merchandise, display equipment, and TRASH prior to 7:00 p.m. on Saturday, December 3rd. No late check-out requests will be granted. The facility is a school and it will need to transform back to its original state before Monday. Exhibitor must follow the check-out procedures provided at check-in.
8. **Booth Fee:** Exhibitor can choose between the categories of booths identified in the application. The categories vary based on location within the school, size/dimensions, and price. The application provides our best estimate of the dimensions for each booth category. However, it is difficult to be exact with the dimensions, and sizes may vary. Exhibitor shall provide all additional equipment, electrical cords, additional lighting, tools (such as screwdrivers and tape) needed to set-up their booth. It is the responsibility of Exhibitor to seek information to ensure his/her equipment/booth will fit through standard size doors. Entrances are double doors with fixed metal bar in-between the doors.

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9. **Premium/Discount Pricing:** A \$25 discount can be applied to the booth fee if the Exhibitor's items for sale include only handmade/homemade items. Exhibitor can apply the discount if his/her items are 100% handmade/homemade. However, SRE Foundation may require the \$25 to be paid if it determines any items for sale by Exhibitor are not handmade/homemade. Our standard is that handmade/homemade items are made start to finish by the Exhibitor. Exhibitors who did not participate in the 2010 show (i.e., "New Exhibitors") must submit a picture of their wares to receive the discount. The discount is being offered for a limited time period. A \$25 premium must be paid by all Exhibitors selling manufactured or resale items – regardless of the number of percent of manufactured/resale items being sold. **Discount pricing will not be available after 9/1/11.**
10. **Payment of Fee:** Make checks or money orders payable to SRE Foundation and mail to 4426 Hugh Howell Road, Suite B-214, Tucker, GA 30084. Returned checks will require a \$35 processing fee.
11. **Limited Spacing:** Spacing will be limited this year. If you exhibited in 2009, we will guarantee your previous space through September 30, 2011. If your payment, application, and contract have not been received by this date, we cannot guarantee your previous spot.
12. **Refunds:** Booth fees will not be refunded on or after August 1, 2010.
13. **Booth Sharing:** Exhibitors may share booths, but only one contact may be listed on the application. SRE Foundation has no responsibility to contact anyone other than the primary exhibitor listed on the application, and only one booth name can be provided.
14. **Assignment of Space:** Booth space may not be assigned or used by any person or organization other than the approved exhibitor without the prior written approval of the SRE Foundation. Exhibitor may not resell or transfer booth space to another exhibitor. All booth space is nontransferable.
15. **Electricity:** The use of an electrical outlet must be requested on the application. Exhibitor must furnish his/her own electrical cords. Tape (provided by Exhibitor) must be used to cover cords as to prevent other individuals from tripping. Not all areas are accessible to electricity. Only ONE (1) outlet per booth can be provided. Electrical power is not guaranteed; however, an attempt will be made to accommodate requests made on the application. The SRE Foundation and HiSR are not responsible for power outages.
16. **Responsibility for Money:** Exhibitor is responsible for his/her own sales. Exhibitor should provide his/her own cash box and security for his/her money. Exhibitor shall provide a receipt as a proof of purchase to customers, if requested. The SRE Foundation and HiSR are not responsible for shoplifters.
17. **Packaging:** Exhibitor will provide his/her own bags and/or packaging. Packaging will help Exhibitor distinguish between customers who have and have not paid. HiSR is not responsible for items stolen at any time before, during, or after the event.

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- 18. Sales Tax:** Per the Georgia Department of Revenue Sales Tax Division, sales tax in DeKalb County is 7%. Sales tax must be charged, reported, and submitted to the GA Department of Revenue by each respective Exhibitor.
- 19. Assumption of Risk:** Exhibitor is granted the right to use a certain assigned space for the sale and display of his/her crafts and assumes all risk for loss or damage to merchandise and/or displays. HiSR is not responsible for shoplifters. Furthermore, HiSR is not liable for acts of God, fire, flood or any other rare incidences of damage. HiSR is not responsible for Exhibitor's merchandise or items left unattended, regardless of the circumstances or situation. The buildings housing the event will be locked and alarms will be set during the evening hours prior to the event on Saturday.
- 20. Parking:** EXHIBITOR MUST FOLLOW ALL PARKING PROCEDURES! After unloading exhibit materials and displays to the assigned location, Exhibitors must leave the unloading/loading area and park only in the assigned/designated area. Assigned parking is necessary to facilitate the loading and unloading of later time slots. **Warning:** Due to the very high sales traffic, DeKalb County Police will be looking for any parking violations.
- 21. Booth Displays:** No side display pieces or merchandise can exceed 6' in height. Displays and/or equipment may not block neighboring exhibitor displays. Extra display pieces must be flexible and must fit within Exhibitor's booth space. Encroaching into others' booth space will not be permitted. In the event of a dispute, a member of the SRE Foundation's Board of Directors will make the final decision. Any exhibitor who refuses to make the modification recommended by the SRE Foundation Board Member will be asked to leave the show and will be escorted off the premises by a DeKalb County Officer. A refund will not be issued.
- 22. Lighting:** The facility has basic florescent lighting. No additional lights will be provided. Exhibitor must furnish his/her own light source (see electricity for limitations). Since the existing lighting is fixed, lighting of areas cannot be controlled. Lighting may vary (lighter or darker) throughout the facility. Exhibit or must indicate the need for electricity on the application if additional lighting is needed.
- 23. Items for Sale:** Exhibitor may only sell work described and denoted in the original application. Exhibitor may not bring in merchandise that was not listed on the original application or on an attachment to the application. In addition, HiSR does not permit consignment sales. Not all products must be handmade. Non-handmade items must be denoted on the application; descriptions and photos of the items must be furnished prior to approval or acceptance of the application.
- 24. Non-Approved Items:** All items sold at HiSR must be described in the application or as an attachment to the application. Items not listed but appearing in the booth for sale on the day of the event will not be permitted. The SRE Foundation oversees the selection and approval of exhibitors based on criteria and demand of products. Failure to remove non-approved items upon the request of a Foundation Board member will result in the exhibitor being asked to leave without a refund.

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- 25. Selection Process:** The selection committee selects exhibitors based on supply and demand for items. All exhibitors are required to furnish the requested information related to their exhibit. Do to their large supply, certain types of exhibits will be limited. The selection committee may request additional information from an exhibitor in order to make a selection decision.
- 26. Tables:** One 6' table will be provided at no charge to each exhibitor. Additional tables may be rented for \$10 at check-in. Please indicate on the application how many tables you expect to rent. Some classrooms have child-size tables, these may be used by classroom occupants.
- 27. Limitation of Liability:** Visitors, exhibitors, and participants agree to indemnify, defend, and hold harmless the members of the DeKalb County Board of Education, DeKalb County School District, Smoke Rise Elementary Charter School, Smoke Rise Elementary Foundation and their officers, employees, agents, successors and assignees (the "Indemnified Parties") from and against any and all liabilities, claims, demands, actions, damages, costs, and expenses (including reasonable attorneys' fees), regardless of outcome, caused by, arising out of, or otherwise sustained as the result of the participation in the Holiday in Smoke Rise Arts and Craft Show.

I, _____, have read, understand and agree to abide by the 2011 Holiday in Smoke Rise Exhibition Rules and Procedures and Procedure documents referred to herein. I also agree to participate as an exhibitor on Saturday, December 3, 2011 from 9:00 am to 4:00 pm at 1991 Silver Hill Road, Smoke Rise, GA 30087. I understand that this document is four pages in its entirety and contains twenty-seven (27) conditions.

Signature

Date

Business/Booth Name