



SATURDAY JUNE 16, 2012

Exhibitor Agreement

Merchants Market 10 am – 4 pm

Arts/Crafts Show 10 am – 5 pm

PLEASE Business/Exhibitor Name: _____

PRINT Contact Name: _____

Mailing Address: _____

Phone/Cell: _____ Email: _____

EXHIBITOR CATEGORY (Must check one): [Apply early; spaces are limited in each category.]

*** Artist/Craftsman - At least 80% of merchandise must be handmade by exhibitor. Please classify below.

Business Promotion Commercial/Retail Farm/Domestic Products

Non-Profit **Independent Distributor Other (explain): _____

**Are you a business representative from a company that only allows one exhibitor at an event? ___yes ___no

Describe exhibit/items (required) in detail & provide 2 photos/brochures: _____

2012 BOOTH RENT-includes business license fee/space rent

Maximum space will be limited to no more than 10X20

10 X 10 \$125.00 _____

10 X 20 \$150.00 _____

(Limited number of 10x20's)

____ I would like to reserve same space as last year.

****MUST have applications in by April 1st in order to reserve any spot****

***My display is best classified as

(choose one & please describe in detail above):

- | | |
|--|---|
| <input type="checkbox"/> Antiques/Collectibles | <input type="checkbox"/> Leather |
| <input type="checkbox"/> Basketry | <input type="checkbox"/> Metal Works |
| <input type="checkbox"/> Bath/Soaps | <input type="checkbox"/> Mixed Media |
| <input type="checkbox"/> Candles | <input type="checkbox"/> Music |
| <input type="checkbox"/> Carver | <input type="checkbox"/> Needlework |
| <input type="checkbox"/> Ceramics/Pottery | <input type="checkbox"/> Outdoor/Garden |
| <input type="checkbox"/> Children's Items | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Creative Writing | <input type="checkbox"/> Photography |
| <input type="checkbox"/> Fiber/Fabric | <input type="checkbox"/> Sculpture |
| <input type="checkbox"/> Fine Art | <input type="checkbox"/> Woodworking |
| <input type="checkbox"/> Glass | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Jewelry | |

Mail signed agreement, self-addressed stamped envelope, photos and check or money order payable to:

RivahFest!, P. O. Box 990, Tappahannock, VA 22560

Exhibitor placement will be determined by the RivahFest committees. Confirmation of acceptance/area placement, refusal, or wait-list status will be sent via self-addressed stamped envelope provided by exhibitor or by e-mail, depending on preference.

I have read, understand & agree to abide by all guidelines, rules & conditions of this event.

Exhibitor Signature _____ Date _____



Saturday, June 16, 2012

Location: Downtown Tappahannock, VA

**Merchants' Market, Arts & Crafts
Exhibitor Information/Guidelines**

(Refer to page 3 for complete rules/conditions)

- Submit applications early to reserve an exhibitor space. Verify that all required paperwork (payment, photos, SASE, etc) is included. Earlier registration will also ensure exhibitor listing on website and in festival program.
- To create diversity among exhibitors, a limited number of spaces will be available in any designated category. That category will be closed once it reaches the limit. Spaces are assigned on a first-come, first-served basis and your pre-assigned space will be provided at check-in.
- Space sizes available are 10 x 10 or 10 x 20. Your display must be contained within the rented space. Be prepared to set up on either hard surface or grassy areas.
- Set-up begins at 7 am and show begins at 10 am. Exhibitor must provide tents, tables, coverings, chairs, etc. No trailers/vehicles may be used for display of wares in the arts/crafts area; however, they may be used in the Merchant Market area, given that it is part of the display AND that you have cleared it through the MM chairman ahead of time.
- This is a closed street festival with no vehicle traffic allowed. Show attendees will walk in or be shuttled. Heavy or bulky items may present a challenge for customers to carry away.
- This show is rain or shine.
- Be prepared...bring any necessary materials needed to protect your goods during inclement weather. Displays must stay assembled and merchandise available for sale during your area's exhibit hours. No early packing up/departure will be allowed before closing time for your area. You will not be allowed to bring your vehicle on site during festival. Failure to comply with this rule will render you ineligible for all future RivahFest events.
- Any sale of firearms, knives or weapons will be prohibited.
- Any vendor selling processed food items must provide an inspection report from VA Dept of Agriculture or obtain a health permit from the Health Dept.—you should also expect to be inspected by the Health Department the morning of the event.
- All vendors and business owners need to comply with State of Virginia tax laws. More information is available online at www.tax.virginia.gov.
- Detailed instructions, parking pass and other information will be mailed to you prior to the event. Pre-assigned spaces will be provided during check-in on day of festival.
- **Additional applications and information is available online at www.rivahfest.com or call 804-445-2065 and leave a message or e-mail us at rivahfest@gmail.com.**



Any use of the RivahFest trade name, trademark logo, service mark or symbols is strictly prohibited. The sale of any and all RivahFest souvenir products will be limited to the RivahFest committee already engaged in such sales. Management reserves the right to grant special exceptions.

Definitions:

Exhibitor means signer of agreement-whether sole proprietorship, partnership, joint venture, corporation, etc.

Management means Members of the RivahFest Steering Committee.

Rules and Conditions of the Event:

1. **Use of Rented Space.** Management grants to Exhibitor and its agents and employees the exclusive use of the space, as confirmed by the Management on the face of this Agreement, for purposes of exhibiting and selling during the term of Exhibitor's lease and hours indicated above, as well as reasonable access thereto for purposes of setting up prior to opening hours and tearing down after closing hours, as Management deems advisable. (No sharing of booths will be permitted.)
2. **Use of Common Areas.** Management grants to Exhibitor and its agents, employees and customers a non-exclusive license to use the Common Areas in common with others for purposes of passage during the term of Exhibitor's lease and for such reasonable times before and after exhibit hours as Management deems advisable, subject to the rights of Management set forth in Paragraph 3 below. (Common areas may not be used for displaying or selling merchandise.)
3. **Management and Operation of common Areas.** Management will operate and maintain or will cause to be operated and maintained the Common Areas in a manner deemed by Management to be reasonable and appropriate and in the best interest of the RivahFest. Management will have the right to (a) establish, modify and enforce reasonable rules and regulation with respect to the Common Areas: (b) enter into, modify and terminate easement and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof: (c) close any or all portions of the Common Areas to such extent as may, in the opinion of Management, be necessary to prevent personal injury or property damage, and (d) do and perform such other acts in and to the Common Areas and improvements therein as Management shall determine to be advisable.
4. **Exhibitor's Waiver and Release, etc.** Exhibitor hereby waives and releases any and all claims or demands of any nature whatsoever on its own behalf, and on behalf of any insurer which may be subrogated to the rights of Exhibitor, for injury, loss or damage (including, without limitation, loss of proceeds and consequential damages and damage to property of the Exhibitor) against Management. Exhibitor agrees to protect, defend, identify and hold harmless Management from liability or injury, loss damage or expense arising out of Exhibitor's Acts or Omissions, or those of its agents or employees.
5. **Management's Reservation of Rights.** Management reserves the right to (a) allocate and assign specific space or booth(s) to Exhibitor: (b) limit the amount and restrict the types of antiques and collectors' items offered for sale or exhibited by Exhibitor in order to achieve a balance and variety in the RivahFest: (c) cancel this Agreement without liability to Exhibitor, in which event Exhibitor's deposit shall be returned forthwith, provided Exhibitor is not then in default: (d) determine and provide whatever security, if any, it considers appropriate under the circumstances, in its sole discretion, but Management shall not be responsible or liable to Exhibitor for loss in the event of a failure of such security; and (e) promulgate, without prior notice, additional rules and regulations with Management, in its sole discretion, considers necessary for the conduct and operation of the RivahFest.
6. **Exhibitor's Warranties.** Exhibitor warrants that (a) all sales made will be unconditionally guaranteed; (b) items, of which Management requests removable from sale or exhibition, will be promptly removed; (c) it will comply promptly with all rules and regulations of any governmental unit or of the facility in which the RivahFest is conducted; (d) dollar tables or any other type of discount selling will be offered or permitted; (e) Exhibitor's booth will be staffed during all hours that RivahFest is open to the public; (f) it will defend, indemnify and hold Management harmless with respect to any claim arising out of or relating to the acts or omissions or porters an other laborers are, in fact, or considered to be, employees of Management; (g) it will pay all costs and expenses, including reasonable attorney's fees, incurred by Management seeking to enforce any provision of the Agreement; (h) all taxes levied by either Federal, State, City or County on rental space shall be paid by said Exhibitor.
7. **Exhibitor's Cancellation Rights.** Exhibitor may cancel the Agreement at any time upon written notice to Management. If not then in default, Management must receive written notice at least forty-five (45) days prior to the starting date of Exhibitor's lease. If notice of cancellation is received less than forty-five (45) days prior to the starting date of Exhibitor's lease, then Management shall be entitled to the full amount of the booth rent, less the amount received, if any, by leasing the booth to another Exhibitor.
8. **Caption, Governing Law and Oral Representation.** The captions of the paragraphs herein are inserted as a matter of convenience only and in no way shall they define, limit or describe the scope of the Agreement which is to be construed and enforced in accordance with the laws of the Commonwealth of Virginia; and no oral agreements in conflict with or in addition to those set forth herein shall be binding upon either Exhibitor or Management or its successors and assigns.