

# Annual Painting & Craft Expo

**APC EXPO JUNE 24-29, 2024, [www.apcexpo.net](http://www.apcexpo.net) email: [info@apcexpo.net](mailto:info@apcexpo.net)**

## Vendor Agreement

Please accept this as our official application for the Annual Painting & Craft Expo 2024 (referred to as "APC EXPO" in the remainder of the agreement.) In agreement and understanding of this contract, I (we) will abide by all rules, regulations, and reasonable requests in this contract and the rules set forth by the Chattanooga Convention Center, which APC Expo has contracted with for exhibit space.

This Vendor Agreement is made effective as of today, by and between Annual Painting & Craft Expo, LLC ("APC Expo") of 514 W Main St, Albert Lea, Minnesota 56007, and the registrant, Hereafter referred to as "Vendor."

**WHEREAS**, the APC Expo is the Organizer and renter of Chattanooga Convention Center located at 1 Carter Plaza, Chattanooga, Tennessee 37402 (hereinafter referred to as the 'Building'), where the Annual Painting & Craft Expo will be conducted; and

**WHEREAS** the vendor is engaged in the business of Expo/Trade Floor Booth Space Rental, Seminar Space Rental, Demonstration Space Rental, and Classroom/Instructor Space Rental.

Booth Space is limited based upon available space allotted. Your requested space will be based on availability and assigned accordingly. Please note, it is first come first serve. (If paying by check, a 50% Deposit must follow an on line registration and be received within 10 business days of the date of the Online "vendor" registration. Deposits are non-refundable but may be reviewed on a case-by-case basis for consideration of a refund by a member of Annual Painting & Craft Expo, LLC.)

Total payment is due by March 20, 2024. Make all checks payable to Annual Painting & Craft Expo, LLC. 514 W Main Street Albert Lea, MN 56007. We prefer you sign-up and register on line with the links provided on our website at [www.apcexpo.net](http://www.apcexpo.net).

**NOW, THEREFORE**, it is agreed that the following:

**PURPOSE.** APC Expo agrees to provide 'vendor' space to conduct business in the Chattanooga Convention Center at the Annual Painting & Craft Expo. Vendor's use of APC Expo's Building is limited to the space selected by APC Expo as identified prior to the Event. In general, the vendor is guaranteed a minimum of square feet of space based upon the elected booth space size rented. Vendor accepts the opportunity to participate as a vendor in the Building for the Annual Painting & Craft Expo commencing on June 27, 2024, and ending on June 29, 2024. Vendor hereby accepts the following listed conditions and limitations.

**HOURS OF OPERATION.** APC Expo trade floor area shall remain open from 9 am to 7 pm each day the Event is in progress unless APC Expo notifies the vendor of other hours of operation. Please note that the hours will be shortened due to the Gala event on Friday. Saturday, June 29, 2024, the APC Expo trade floor will close by 2 pm. The VIP floor for Registered Attendees will open June 26, 2024 from 6:30 pm to 8:30 pm.

**INSTALLATION AND TEAR DOWN.** The vendor shall set up on the trade floor for sale on June 26, 2024, between 6:30 am and 6:00 pm. Vendor shall remove all of their merchandise and belongings from the Building no later than 11:59 pm on June 29, 2024. Vendors must not leave any trash or empty boxes on the trade floor and must dispose of them accordingly.

**PAYMENT.** Vendor is provided with space in the Building in exchange for a specified amount of money (USD) based upon booth size and add-on options purchase and paid upon signing this agreement. Space locations will be assigned by APC Expo and provided to Vendor before the Event.

Vendor agrees to also pay the Tennessee applicable sales tax due on total sales. Vendor also agrees to have a Tennessee sales tax certificate on display at or near the vendor's cash-box or register during the expo. The term "Gross Daily Receipt" shall mean the total amount charged by Vendor, its employees, agents, or licensees for all goods and merchandise sold or services performed, whether for cash or other consideration or on credit and regardless of collections, including but not limited to orders taken at the Building.

**APPEARANCE.** The vendor is responsible for cleaning and maintaining the space provided in an organized and neat manner. This responsibility includes Vendor's responsibility to remove bulk trash. Should Vendor fail to keep the space in an orderly manner, it will result in additional removal fees of \$50.

**EXTRA SERVICES.** The vendor shall also be responsible for payment of other charges like table and chair charges, table covers, electricity charges, taxes, etc., to the concerned or appropriate parties, including APC Expo, should vendor select any extra service.

**DISPLAYS AND SIGNS.** All displays in the Building must be free-standing. Nothing may be attached to the walls or columns of the Building by any means at all. Signs must be free-standing. Signs should not block other vendors' shops. Signs may not attach to the walls or columns of the Building. You may not allow items to be displayed outside the trade floor space you have contractually secured,

**QUALITY PRODUCTS.** Vendor shall ensure the proper quality of the products sold and assume responsibility for items presented or sold to the trade show consumer. Vendor shall comply with all applicable laws as to vendor's sales.

**EMPLOYMENT OF STAFF.** Vendor will employ adequate staff at Vendor's own cost in order to operate the space provided by APC Expo.

**FOOD AND BEVERAGES.** No food or beverage may be brought into the Building by Vendor from outside. Vendor shall purchase all foods and beverages from facilities provided for the Event.

**INSURANCE.** Vendor is solely responsible to obtain insurance coverage on property brought into the Building. Vendor assumes full responsibility for items left in the facility. Vendor assumes all liability for accidents resulting in their booth space or as a result of their employees, officers, agents, volunteers, helpers, or staff. Vendor agrees to have liability insurance that will cover while at the event. APC Expo accepts no liability for lost, stolen, or damaged property and is not required to carry additional insurance to cover Vendor's property nor will they be responsible for any liability resulting from your products or goods sold, demonstrated, or given away or caused by staff, helpers, volunteers or your booth, equipment, and products belonging to you or your company or the business you represent.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this agreement:

- a. The failure to make the required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this agreement.

**REMEDIES.** In addition to any and all other rights a party may have available according to law if a party defaults by failing to substantially perform any provision, term, or condition of this agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this agreement.

**FORCE MAJEURE.** If performance of this agreement or any obligation under this agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party is unable to carry out its obligations gives the other party prompt written notice of such Event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such Event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this agreement. This agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This agreement may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This agreement shall be construed in accordance with the laws of the State of Minnesota.

**NOTICE.** Any notice or communication required or permitted under this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph, or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

**ASSIGNMENT.** Neither party may assign or transfer this agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld. Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**SIGNATORIES.** This agreement shall be considered signed on behalf of APC Expo by Curtis D Smith, and by Vendor or vendors authorized representative upon registration by the marking of the required field containing this document on, on line registration and shall be effective as of the date of the on line registration.

Organizer: Annual Painting & Craft Expo, LLC.

ANNUAL PAINTING & CRAFT EXPO, LLC