



Bayou Reefkeeping
1129 E. Angela St.
Gonzales, LA 70737
(225)802-3112

Fragniappe 2018 Exhibitor Contract

Section 1: Purpose

This Exhibit Contract ("Contract") is made and entered into by and between Bayou Reefkeeping and the entity or person named below ("Exhibitor"), as of the last date written below, predicated on the following facts: (1) Bayou Reefkeeping will hold Fragniappe 2018 at the Northshore Harbor Center on Saturday, March 3, 2018 and (2) Exhibitor wishes to exhibit its products, equipment, and/or services in a designated booth at Fragniappe 2018. The undersigned hereby makes application for Exhibit space as indicated below for use at Fragniappe.

Section 2: Exhibitor Contract Information

Name of Company

Address

City State Zip

Primary Contact Person Phone

Email Website

Section 3: Exhibit Space

Sponsor "Green" & "Purple" booth size is 20'D x 20'W. Premium "Gold" booth size is 10'D x 20'W. Standard "Blue" and "Gray" booth size is 10'D x 10'W. Booths will be equipped with one 8' skirted table (two for "Green", "Purple", and "Gold"), 2 chairs, 2 Exhibitor Badges, and electrical service. Booth sharing is not permitted.

Section 4: Registrations & Program Listing

Registrations are filled in the order that full payment and signed Exhibitor Contract is received. Registrations will not be processed until the signed Contract and full payment have been received.

Exhibitor Listing Description: Please describe briefly (50 words or less) what you will be exhibiting, and what type of products and/or services you will be selling. This description will be included in the Fragniappe Program book and in conjunction with promotional advertising of Fragniappe.

Section 5: Northshore Harbor Center Schedule

The Northshore Harbor Center will be open for Exhibitor Access on the below date and times. Installation and Dismantling is allowed only during the stated times. All Exhibitor personnel must display an Exhibitor Badge during the stated hours.

Date	Exhibitor Hours	Attendee Hours
Friday, March 2:	5pm to 10pm Move-In & Installation	
Saturday, March 3:	7am to 10:30am Move-In & Installation 5pm to 7pm Move-Out & Dismantling	11:00am - 5:00pm

Section 6: Order Summary

Type of Booth	Number Ordered	Amount Due
Total:		

Section 9: Payment Method

Payment by Check or Money Order. Please make payable to: Bayou Reefkeeping, 1129 E. Angela St. Gonzales, LA. 70737

Payment by Credit Card.

Name on Card:

Card #

Exp. Date

Security Code
Billing Zip Code

Visa MasterCard American Express Discover

Signature _____

Section 10: Contract and Authorized Signature

Receipt of signed Contract and Full Payment is required to confirm all registrations. Please retain a copy of this Exhibitor Contract and return the signed Contract with full payment to: Bayou Reefkeeping, 1129 E. Angela St. Gonzales, LA 70737. You may also email a signed copy of this contract to: staff@fragniappe.com

By signing below, the Exhibitor understands and agrees to abide by this Contract and the attached Exhibitor Contract Terms and Conditions which are part of this Contract between Exhibitor and Bayou Reefkeeping, and incorporated herein by reference. Bayou Reefkeeping reserves the right to refuse or reject any Exhibit deemed inappropriate by Bayou Reefkeeping. Violation of the provisions of this Contract by any Exhibitor may result in termination of the Contract and corresponding withdrawal or denial of the Exhibit from the Fragniappe, without refund or liability on the part of Bayou Reefkeeping. Exhibitor understands that acceptance as an Exhibitor at Fragniappe in no way implies endorsement by Bayou Reefkeeping of the Exhibitor's products, equipment, and/or services. The person signing this document expressly represents and warrants to Bayou Reefkeeping that he/she is duly authorized by the Exhibitor to bind it to this Contract, which includes the attached Terms and Conditions.

Signature _____ Date _____

Print Name _____

Title _____

Fragniappe 2018

EXHIBITOR CONTRACT – TERMS AND CONDITIONS

All Exhibits at Fragniappe are under the control and management of Bayou Reefkeeping. These Terms and Conditions are part of the Exhibitor Contract between Exhibitor and Bayou Reefkeeping and it is the responsibility of the Exhibitor to read these carefully and adhere to them, in addition to any provisions contained in the Exhibitor Contract.

<p>Acceptability of Exhibits All products and services exhibited shall serve the interests of the Exhibition attendees, and shall be operated in a manner that will not detract from other Exhibits. Bayou Reefkeeping reserves the right to determine the eligibility of any organization, entity, or product for inclusion in the Exhibition and reserves the right to restrict, remove, and/or withdraw any Exhibit that Bayou Reefkeeping deems inappropriate, in its sole discretion. This right of restriction and removal includes persons, things, conduct, printed matter, music, sounds, or anything of a character which may be, in Bayou Reefkeeping's sole discretion, objectionable or detrimental to the Exhibition as a whole or in violation of these Terms and Conditions. No Exhibit shall reassign, sublet, or share Exhibit space allotted, without the prior written consent of Bayou Reefkeeping. Demonstrations, interviews, and other activities must be confined within the Exhibit space and must not impede traffic through the aisles and common areas. Bayou Reefkeeping has full discretion and authority in placement, arrangement, and appearance of all exhibits.</p> <p>Cancellation If Exhibitor provides Bayou Reefkeeping written notice of cancellation of the Exhibitor Contract, before January 4, 2018, the full fee paid less 50% for processing, will be refunded. No refunds shall be provided after January 3, 2018, and the Exhibitor forfeits full payment. This amount is considered to be liquidated and agreed upon damages for the injuries Bayou Reefkeeping will suffer as a result of Exhibitor's cancellation after the stated deadline.</p> <p>Full Payment Exhibitor agrees that Exhibit Fees must be paid in full to Bayou Reefkeeping prior to Move-In and Installation of Exhibitor's display in the Northshore Harbor Center. In the event that the Exhibitor fails to pay any or all fees in a timely manner, Bayou Reefkeeping will release and re-assign the Exhibit space to another exhibitor and assign an alternative Exhibit space to Exhibitor, at Bayou Reefkeeping's sole discretion. In all cases, Exhibitor remains liable for the payment of all fees set forth in the Exhibitor Contract except for as provided under "Cancellation."</p> <p>Event Cancellation Bayou Reefkeeping, its directors, officers, staff, agents, representatives, and affiliates, will not be held liable for failure to hold the Exhibition as scheduled. In the event of cancellation of the Convention due to circumstances beyond Bayou Reefkeeping's control, Bayou Reefkeeping shall determine the equitable basis for refund to Exhibitor, if any, after deducting the portion of expenses incurred as allocated to each exhibitor. Bayou Reefkeeping makes no representations or warranties regarding the number of persons who will attend the Exhibition. Bayou Reefkeeping reserves the right to change the name of the Exhibition, the venue of the Exhibition, and official Exhibition suppliers.</p> <p>Exhibit Regulations Exhibit booths may not exceed 8' in back wall height, including a sign. Exhibits must be constructed so as not to obstruct the view or interfere with the displays of neighboring Exhibitors. Exhibitors shall not deface, injure, or make attachments to any walls, ceilings, columns, floors, booth furnishings, drapery, and property located in the Northshore Harbor Center. The Exhibitor will be held liable for any property damage caused by acts or omissions of the Exhibitor, its directors, officers, employees, or agents. No display materials or signs may be placed on the exterior walls of the Exhibit booths or on posts or pillars in, or adjacent to, a booth. All exhibits must be contained in the allocated space, including tables and video displays. Exhibitors needing more space must purchase an additional booth space. Bayou Reefkeeping reserves the right to alter an Exhibit to comply with these provisions.</p> <ul style="list-style-type: none"> • Distribution of circulars or promotional materials only within booth space • Nails, tacks, gummed labels or stickers, or other similar materials may not be used on walls • Exhibit materials may not be pinned or glued to booth drapery or table skirts • It is the sole responsibility of each Exhibitor to comply with any applicable state and local sales and use tax laws and requirements. • Exhibitors are solely responsible for any fees incurred for damage to the Northshore Harbor Center. <p>Any Exhibitor not in compliance with these Terms and Conditions may be removed from the Exhibition.</p>	<p>Exhibit Space Assignment Exhibit space is assigned based on the order that signed Contract and full payment have been received by the applicable deadline. Bayou Reefkeeping will receive requests for Exhibitors to be assigned next to another exhibitor, or to not be placed next to another exhibitor. However, Bayou Reefkeeping does not guarantee any requests. Bayou Reefkeeping reserves the right to change Exhibit space assignments at any time, if it is determined to be in the best interests of the Convention, in Bayou Reefkeeping's sole discretion.</p> <p>Exhibitor Booths Thirty-nine (39) Booths are available during the Convention. As the available number of Booths is limited, it may not be possible for Bayou Reefkeeping to fulfill all requests. Booth assignments are based on the order of signed Contract and full payment received by the applicable deadline. Booths are provided to Exhibitors as a fair way of marketing, presenting, and selling products, programs, and publications to Fragniappe attendees. Exhibitors are prohibited from promoting any product or service in any other manner, such as "receptions in hotel suites," "reading sessions," or during Fragniappe events such as presentations which are not intended for such purposes. Any such promotion will be immediately closed and removed, and shall be considered a breach and grounds for termination of the Contract by Bayou Reefkeeping, and removal of Exhibitor's Exhibit Space, without refund or liability on the part of Bayou Reefkeeping.</p> <p>Installation and Dismantling All installation and dismantling of exhibits must be carried out during the time indicated on the Exhibit Contract. Exhibitor is responsible to ensure that all Exhibitor's materials are delivered to the Exhibit Hall and removed from the Exhibit Hall by the specified deadlines. If Exhibitor's personnel must leave before the Exhibit Hall closes, arrangements must be made for the dismantling of the Exhibit booth or Showcase, with prior approval by Bayou Reefkeeping. Dismantling occurring before the official close of the Exhibition without prior approval of the Bayou Reefkeeping may result in Bayou Reefkeeping's denial of Exhibitor's application for the next Fragniappe.</p> <p>Failure to Show Failure of Exhibitor to exhibit throughout the duration of the Exhibition shall be considered a material breach of this Contract. Failure to Show may result in Bayou Reefkeeping's denial of Exhibitor's application for the next Fragniappe.</p> <p>Fire, Safety, and Health Exhibitor assumes all responsibility for compliance with and shall abide by all federal, state, and local laws, ordinances, rules and regulations, all rules of the venue, and all union regulations related to fire, electrical wiring, safety, and health. Cloth decorations must be flameproof and hangings must not reach the floor. Aisles and fire exits must not be blocked at any time by exhibit display materials, crates, boxes, or other objects. No combustible decoration, such as crepe paper, cardboard, or corrugated paper, or combustible liquids shall be used at any time. No balloons or other helium-inflated items are allowed in the Exhibit Hall.</p> <p>Liability, Insurance, Indemnification Bayou Reefkeeping shall not be liable for any damage to, or loss of, Exhibitor's property, nor for injury or death of Exhibitor or its employees, representatives, or agents, nor for any damage of any nature to Exhibitor's business, nor for the failure to hold the Exhibition as scheduled, unless such damage, loss, injury, death, or failure to hold the Exhibition is the direct and proximate result of the intentional or grossly negligent act of Bayou Reefkeeping. In the event of any such intentional or grossly negligent act of Bayou Reefkeeping, Bayou Reefkeeping's liability to Exhibitor, if any, shall in no event exceed the total amount paid to Bayou Reefkeeping hereunder by Exhibitor. Exhibitor hereby agrees to indemnify, hold harmless, and defend Bayou Reefkeeping from and against any and all liability, responsibility, loss, damage, cost or expenses of any kind whatsoever, including, but not limited to, attorneys' fees, which Bayou Reefkeeping may incur, suffer, or be required to pay, as result of or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, representatives, or agents. Bayou Reefkeeping carries liability insurance solely for the protection of Bayou Reefkeeping. Such liability insurance does not cover the Exhibitors, their property, employees, representatives, or agents. Exhibitors are responsible for their own insurance policy covering their property, employees, representatives, agents, and the transportation of their materials, equipment, and property to and from the Exhibitor's site and the Exhibition.</p>	<p>Security Bayou Reefkeeping does not provide security during Move-In/Set-Up, Move-Out/Take-Down or Exhibition hours. Bayou Reefkeeping is not responsible for the security of the exhibits or the materials contained within. The Exhibit Hall is never secure; Exhibitors should not leave valuable items unattended at any time and does so at their own risk. Exhibitor personnel, even those licensed to carry firearms, shall not be permitted to enter the Exhibition with any firearms or other weapons.</p> <p>Arbitration In the event of any dispute, claim, question, or disagreement arising from or relating to this Exhibitor Contract, including these Terms and Conditions, or the breach thereof, Exhibitor and Bayou Reefkeeping shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice by either party to the other, all dispute, claims, questions, or disagreements, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.</p> <p>Permitted Uses of Premises The Exhibitor shall use the premises only in the manner permitted by this agreement and shall not use or permit the use of the premises for any other purpose or for any immoral, objectionable, or unlawful acts. The exhibitor shall also agree to comply with all rules and regulations of the Northshore Harbor Center.</p> <p>Compliance with Laws The Exhibitor is responsible for compliance with all applicable City, State and Federal laws, ordinances, and regulations and for obtaining all required licenses and permits.</p> <p>Miscellaneous The failure of either party to enforce at any time any term or provision of this Contract, in whole or in part, shall in no way operate as a waiver thereof. Each provision of this Contract shall be separately enforceable and the invalidity of one provision shall not affect the validity or enforceability of any other provision. Any and all performances hereunder, or breach hereof, shall be interpreted, governed, and construed pursuant to the laws of the State of California. Exhibitor consents to the jurisdiction of the courts of California for the resolution of any and all disputes, and claims arising out of or relating to this Contract. This Contract contains the entire agreement of the parties and supersedes any previous agreements, written or oral, except as otherwise provided herein. This Contract may not be amended or modified, except in writing signed by both parties. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.</p>
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