

# CHESTNUT HILL HOME and GARDEN FESTIVAL 2009

## Application and Exhibit Space Contract

**Chestnut Hill Home and Garden Festival: Sunday, May 3, 2009; Raindate: Sunday, May 17, 2009**

This application for exhibit space at the 2009 Chestnut Hill Home and Garden Festival will become a contract upon written acceptance, based upon terms set forth by rules on page 2, and the guidelines established for exhibitors.

1. **EXHIBIT SPACE RENTAL INFORMATION: (please check your choice below)** NEW: A visible identification sign is mandatory for all vendors.

\_\_\_\_\_ **OPTION 1A: SPACE RENTAL FEE: \$165**

Includes 10' x 10' exhibit space only. As exhibitor, you are responsible for all display materials, signs, etc.

\_\_\_\_\_ Please order me a 7" x 44" company ID sign for an additional fee of \$10.00.

\_\_\_\_\_ **OPTION 1B: SPACE + BOOTH RENTAL FEE: \$290**

Includes 10' x 10' exhibit space, 9' x 10' canopy booth, a 7" x 44" company ID sign, a 6' draped table and one chair.

\_\_\_\_\_ **CORNER SPACE RESERVATION: \$50 SURCHARGE** (spaces will be allocated on a first-come, first-served basis)

\_\_\_\_\_ **Electricity Required. Additional Cost: \$15.00.**

2. **PAYMENT TERMS:**

Please make check payable to **Chestnut Hill Business Association** and mail signed contract to: Chestnut Hill Business Association, 8426 Germantown Avenue, Philadelphia, PA 19118. Upon acceptance by the *Chestnut Hill Home & Garden Festival*, a copy of the signed contract will be returned to exhibitors. **Deadline for Application is March 15, 2009.**

3. **ASSIGNMENT OF EXHIBIT SPACE:**

Booths will be assigned when full payment for exhibit space is received by the Chestnut Hill Home & Garden Festival and when the exhibiting organization has been accepted by the jurying committee. The Chestnut Hill Business Association will endeavor to fulfill your preferences but we retain the right to place booths based on competitive separation of exhibits and comfort and safety of the attendees. *Requests for corner spaces will be fulfilled on a first-come, first-served basis and there will be a \$50 surcharge for allocation of these prime spaces.*

4. **REMARKS:**

\_\_\_\_\_  
(Anything you would like the Chestnut Hill Home & Garden Festival to consider when assigning your space, i.e. companies and products with whom you would or would not like to be in close proximity, etc.)

5. **PRODUCTS TO BE DISPLAYED and/or OFFERED FOR SALE:**

Only home and garden-related, home and garden-themed home décor, environmental, or renovation products or services will be accepted for inclusion in the Festival. (Please enclose any promotional materials, brochures, photographs or slides representative of the products you will be exhibiting or offering for sale.) Briefly describe your company and the products you will feature. **Websites are accepted for product review.**

6. **EXHIBITOR:**

Company Name: \_\_\_\_\_

(Type or print exactly as you would like to appear in the event program, signage and all promotional listings.)

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ (Individual to receive all Festival correspondence.)

I have completely read and understand the Rules and Regulations outlined in this package. Upon EXHIBITOR signature and the *CHESTNUT HILL HOME & GARDEN FESTIVAL* approval, this completed form will be a binding license agreement between the EXHIBITOR and *the CHESTNUT HILL HOME & GARDEN FESTIVAL*. I have enclosed a check for (amount based on Option 1A or 1B and add'l. surcharges, if any) payable to **Chestnut Hill Business Association**. Upon acceptance, this will ensure that I have one booth at the Chestnut Hill Home & Garden Festival on May 3, 2009. **Checks will be returned if application is rejected.**

Signature of Exhibitor \_\_\_\_\_ Date \_\_\_\_\_

Company Name \_\_\_\_\_ Contact: \_\_\_\_\_

For potential use in Festival publicity, please send us your biography and clearly labeled high quality color images (slides and/or prints) of your work. If you are a NEW applicant submitting images for jurying, please indicate if we may retain your images for this purpose by checking here \_\_\_\_\_

## VENDOR RULES AND REGULATIONS FOR THE CHESTNUT HILL HOME & GARDEN FESTIVAL

Sponsored by Chestnut Hill Business Association, 8426 Germantown Avenue, Philadelphia, PA 19118

**Date of Event: Sunday, May 3, 2009; Raindate, Sunday May 17, 2009**  
**11 am to 5 pm**

1. **LICENSE AGREEMENT:** Upon acceptance and approval by the Chestnut Hill Home & Garden Festival of your signed application form, and accompanied by a check for the full amount, this application and the rules contained herein shall constitute a binding license agreement for the right to use space at the Chestnut Hill Home & Garden Festival. Applications for such space must be made on an official form and must be received by the Chestnut Hill Home & Garden Festival accompanied by a check for the full amount.
2. **EXHIBIT RESTRICTIONS:** Exhibits must conform to the size of the space allocated to the exhibitor and must not obstruct the view or interfere with other exhibits. No exhibits should be more than 7 feet in height, and may only be that high in the rear 3 feet of the booth. All demonstrations, discussions or other activities (such as the distribution of descriptive literature of any kind) must be confined to the exhibitor's own booth. No exhibitor shall assign, share or sub-license the whole or any part of the assigned booth space without written approval of the Chestnut Hill Home & Garden Festival. Displays should not be arranged or placed in such a manner so as to interfere with or be objectionable to other exhibitors. The exhibitor is obligated to have merchandise and personnel in their booth for the entire period that the Home & Garden Festival is open. The Chestnut Hill Home & Garden Festival reserves the right to make decisions involving the mix and placement of exhibiting companies with regard to booth assignments.
3. **PROTECTION OF GERMANTOWN AVENUE:** No damage shall be done, or shall anything be pasted on, tacked, nailed or screwed to the canopy booth, the street, curb, sidewalks, permanent signage, trees or other outdoor streetscape materials located along Germantown Avenue in the exhibit area. Exhibitors violating this regulation are expressly bound, at their expense, to repair any such damage which they, their agents, or employees may cause.
4. **LIABILITY:** The exhibitor agrees to assume all liability for and to indemnify the Chestnut Hill Home & Garden Festival and the Chestnut Hill Business Association from and against any and all claims, with loss of life, personal injury, and/or property damage arising from or out of the installation, set-up, operation, dismantling and/or removal of the exhibit, if caused in whole or in part by the act or omission of the exhibitor, its agents, contractors, or employees. Exhibitor hereby releases the Chestnut Hill Home & Garden Festival and the Chestnut Hill Business Association of any liability whatsoever.
5. **LOST OR STOLEN PROPERTY:** The exhibitor agrees to assume all responsibility for exhibit items or materials brought to Germantown Avenue for the Chestnut Hill Home & Garden Festival. The Chestnut Hill Home & Garden Festival and the Chestnut Hill Business Association shall not be responsible for theft or loss of property. At no time should items be left unattended.
6. **REGULATION ENFORCEMENT:** The Chestnut Hill Home & Garden Festival shall have the full power to interpret and enforce all the regulations contained herein, and shall have the power to make such amendments thereto and further regulations as shall be considered necessary for the proper conduct of the Garden Festival. Such decisions shall be binding upon all exhibitors. Failure by exhibitors to comply with these or any other regulations or amendments thereto shall be sufficient cause for the Chestnut Hill Home & Garden Festival to require immediate removal of such exhibit and/or the offending exhibitor.
7. **REFUND POLICY:** **A 50% refund to exhibitors will be granted upon written notification to the Chestnut Hill Home & Garden Festival received no later than April 10, 2009.** No refunds will be made after that date. In the event that fire, acts of god, strikes, or other uncontrollable circumstances force the postponement or cancellation the Chestnut Hill Home & Garden Festival shall have no liability or obligation to make any refund. However, the Chestnut Hill Home & Garden Festival shall make every effort to refund such portion of the exhibit fees not spent or encumbered.
8. **EXHIBIT HOURS:** All exhibits must be **up and operational by 10:30 am, Sunday, May 3, 2009** and will remain open until 5:00 pm that evening. All exhibit booths must be staffed during operational hours. Operational hours are subject to minor changes. Exhibitors will be informed of changes, in writing, when the exhibitor's kit is mailed in April, 2009. Details regarding set-up and dismantling of exhibits, exhibitor registration and other details will also be included in the exhibitor's kit. Exhibitors agree to adhere to all the rules and regulations outlined in the exhibitor kit with regard to exhibit hours, set-up and dismantling of exhibits within assigned booths.
9. **SALE OF FOOD AND SPECIFICATIONS FOR GIVE-A-WAYS:** No exhibitor may sell any food product. Only pre-packaged sample sizes of 3 oz. liquid and 2 oz. solid may be given away from booth locations. This will be strictly enforced.
10. **LIMITED RELATIONSHIP FOR GARDEN FESTIVAL ONLY:** It is understood and agreed by the parties hereto that this Agreement is intended solely as a license agreement, permitting the use by the exhibitor of the assigned booth area for the time period and purposes stated herein, and this shall not be construed as creating nor is it intended to create any other relationship between the parties. This agreement shall be construed and interpreted according to the laws of the Commonwealth of Pennsylvania.