This Exhibitor Agreement is between **Avana Yoga and Healing Center Inc.(Sponsor) and** (Exhibitor) for the rental of space and other equipment at **Holistic Health & Spiritual Expo July 13, 2019**. The Sponsor reserves the exclusive right to determine the eligibility for Exhibitor to participate in the Event.

**EXHIBITOR SPACE:**

The Sponsor agrees to provide the following items, for temporary use during the expo with each booth space rented:

**8 ft. x 6 ft.** booth space includes

One 6 ft. (approximately) table

Τwo chairs

One tablecloth

**10x10** Booth Space includes

Up to two 6 ft tables

Up to two table cloths

Up to 2 chairs

**EXPO** **ADVERTISEMENTS:**

The Sponsor agrees to provide the following items with each booth space rented for temporary use during the expo:

* Listing in various marketing material
* Exhibitor information on the expo website & Facebook Page.

**PAYMENT AND CANCELLATION POLICY:**

In exchange for Sponsor provided items, the Exhibitor agrees to pay, in full, to the Sponsor **within fifteen (15) days of receipt** of expo invoice. Cancellations made **thirty (30) or more days** before the Expo will result in a refund of all monies paid minus non-refundable deposit of 25%. Any cancellation made **less than thirty (30) days**before the date of the Expo will result in forfeiture of all monies paid. If you choose to forfeit your space, Sponsor reserves the right to re-assign booth space(s) to another Exhibitor.

**INDEMNITY:**

Neither the Sponsor, nor any of its partners, officers, agents, employees and other representatives shall be held accountable for, and the same are hereby released from, accountability or liability for any damage, loss, harm or injury to the person or any property of the Exhibitor or any of its agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause.

Exhibitor hereby agrees to indemnify, defend, protect and hold harmless the Sponsor and the Facility owner against all claims, demands, suits, liability, damages, loss, costs, attorney fees, and expenses of whatever kind or nature which might form or arise out of any action or failure to act of Exhibitor or any of its officers, agents, employees, invitees, or other representatives.

 **ARBITRATION:**

No verbal agreements shall be recognized by the Sponsor. All disagreements will be arbitrated by the Sponsor and the Sponsor's decisions shall be final.

**ELIGIBILITY:**

The Sponsor reserves the right to determine the eligibility of any Exhibitor, or Exhibitor's products and services. The Sponsor reserves the right to make decisions regarding expo layout, booth assignments, program layout and workshop scheduling assignments as the Sponsor deems appropriate.

**GUARANTEE:**

The Sponsor gives no expressed or implied guarantee or warranty and will not provide a refund for weather conditions.

**BOOTH SHARING / SUBLETTING:**

Booth sharing and subletting is not permitted. All personnel staffing a given booth space must work for or represent the same legal business entity (company, organization, association, etc.). Unless sponsor has given special permission.

**EXHIBIT/BOOTH APPEARANCE:**

Booth appearance must look professional, sponsor reserves the right to require exhibitor to use the provided table and tablecloth if booth space doesn’t not meet a professional booth appearance.

We do not use pipe and drape to separate booth spaces. Please ensure your booth materials do not encroach on other Exhibitors' booth spaces.

**LITERATURE & GIVEAWAYS:**

Unless approved by the Sponsor, Exhibitor may only distribute literature, brochures, samples, giveaways, etc. from their assigned exhibit space.

**BOOTH SIGNAGE:**

Professional looking signage is required. Exhibitors are responsible for all signage identifying their organization, products and services to the public. Signage may not be affixed to the walls.  Exhibitors may not use fasteners or adhesive materials (tape, nails, staples, Command Strips, etc.) on walls, floors or ceilings. If damages occur, the offending Exhibitor agrees to pay all expenses involved in the repair or replacement of damaged property.

**INSURANCE AND LEGAL RESPONSIBILITIES:**

The Exhibitor is considered an independent contractor and is required to obtain all necessary permits, licenses, insurance and credentials.

All exhibitors are required to carry liability insurance for their business.

Exhibitors are solely responsible for collecting and paying any applicable federal, state and local taxes and fees.

**ACCEPTABLE USE OF EXHIBIT SPACE:**

The Exhibitor is only permitted to provide products and services that have been approved by the Sponsor. The Sponsor reserves the right to reject any product or service that we believe is incongruent with the policies or intention of the expo.

The Exhibitor may use their booth space to promote their business through, for example, giving away products or services, providing discount products and services, distributing literature.

The Exhibitor may not, under any circumstances, use aggressive sales tactics or aggressive recruiting.

The Exhibitor may not use volume enhancing devices. Microphones may be used only if Exhibitors require them for their readings/services.

The Exhibitors may use incense, diffusers, and electronic candles (no open flames permitted), or lighting provided Exhibitors in neighboring booths do not mind. However, if the Sponsor receives any complaint regarding the sound or smell, the Exhibitors agree to immediately cease use of the offending product.

**Floor Plan and Booth Assignments:**

We reserve the right to change the floor plan at any time. We do not take requests for particular booth assignments or placements.

We reserve the right to withdraw booth space at any time to any Exhibitor that we have approved if we are made aware of any questionable practices by the Exhibitor, and this is solely at our discretion. If you are asked to cease operations in your booth, please do so immediately. You must wait until the end of the event to break down your booth to avoid disrupting other Exhibitors.

**HANDLING CLIENT PAYMENTS:**

The Exhibitor is solely responsible for their method of collecting payment for any products and services provided at the festival. The Exhibitor should ensure they have enough cash on-hand to provide change. There may be an ATM on the premises, but there is no guarantee it will be stocked or operational.

**FOOD AND BEVERAGE:**

No food is allowed in the exhibit space. There will be a restaurant which will serve lunch during a specified time from 11-1 pm

**BOOTH SET UP:**

The Exhibitor may begin setting up their booth space three hours before the published start time for the expo. All Exhibitor booths must be completely setup no later than 30 minutes before the published start time for the expo.

**BOOTH TEAR DOWN:**

The Exhibitor is not permitted to begin packing up or breaking down their booth until after the published end time for the expo. All booths spaces must be completely broken down and restored to their original condition within one hour after the published end time of Expo

**HEALTH AND SAFETY:**

No animals, apart from service animals, are permitted in the Expo.
Exhibitors are not permitted to smoke inside the Facility.

Exhibitors may not block electrical panels and outlets, or cover them with any materials, at any time.

Exhibitors may not place any objects near the entrance or exits of the facility

Exhibitors may not bring alcohol, firearms and other weapons into the Facility.

**SECURITY:**

Each exhibitor and participant are solely responsible for their personal safety and for securing their belongings and valuables.

**SUPPORT PERSONNEL:**

The Exhibitor must ensure that all support personnel (e.g., booth attendees, personnel supporting set up or tear down) are familiar with and agree to abide by these Terms and Conditions.

The Exhibitor must ensure that children under 13-years of age are under the constant supervision of an adult, or designated babysitter, who is not the Exhibitor.

**ELECTRICITY:**

If you have ordered electricity, Exhibitors must supply any required UL approved 100v 20amp power

**PARKING:**

Exhibitors are permitted to temporarily park near the front entrance of the Facility to load and unload their vehicle. When doing so, please be considerate of other Exhibitors who are waiting to use this loading/unloading area.