

# Morris MARKET DAY Booth Reservation Contract

**INSTRUCTIONS:** Please complete **ALL** sections, sign and deliver this contract with cash/check/PayPal:  
Erica de la Garza-Lopez • 1200 Kerria Ave • McAllen • Texas 78501 • (956) 867•5065

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

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

## 1. BOOTH FEES:

### Booth Reservation Contract

**INDOOR:** Each booth \$75 \_\_\_\_\_ (provide your own 6'table & chairs)

**OUTDOOR:** Each booth \$40 \_\_\_\_\_ (provide your own 10x10 tent, table & chairs)

**FOOD TRUCK:** Each spot \$100 \_\_\_\_\_ (provide your own electric service if needed)

Total # Booths \_\_\_\_\_ Total Booth Fees: \$ \_\_\_\_\_

**MOVE-IN: SAT. 4/14 @ 8AM – 9AM MOVE-OUT: SAT. 10/14 @ 3PM**

## 2. PRODUCT or SERVICE:

Please describe in 10 words or less \_\_\_\_\_

## 3. PAYMENT METHOD:

\_\_\_\_\_ Cash

\_\_\_\_\_ Check - \$50.00 fee for returned NSF checks

\_\_\_\_\_ PayPal - Via Friends & Family

**DO NOT CHECK Paying for a good or service box or you will be charged a fee.**

\_\_\_\_\_ Credit Card (\$5 Fee - pay by phone • call 956.867.5065)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Having read, agreed and signed to the terms of this contract, it is understood and agreed that in addition to the express terms and conditions set forth on this contract, Exhibitor shall be bound by all rules, regulations and requirements set forth. All sales are final - No refunds - No exceptions - No rainy day reschedules. All charges for exhibit space must be paid in full prior to occupancy by Exhibitor. Booth space that's not fully paid/or occupied by 9am Saturday April 14, 2018 can be sold to another Exhibitor. No refunds.

# Rules Governing the Exhibits at Morris MARKET DAY

Morris MARKET DAY Cell: 956-867-5065 [ericadlg1@yahoo.com](mailto:ericadlg1@yahoo.com) find us on Facebook

1. Expo Management. The term "Expo Management" as used herein shall mean Morris Market Day.
2. Eligible Exhibits. Expo Management reserves the right to determine the eligibility of any company or product for inclusion in the Expo. No exhibitor shall exhibit in the space allocated to him any merchandise other than that specified in his application.
3. Food & Beverage. Exhibitors may sample or sell food or beverage items with Expo Management approval. These restrictions are to abide by the rules and regulations set forth by the exhibition center and with the City of McAllen.
4. Sales Tax. The exhibitor is responsible should a sales tax identification number is required for the day of sale.
5. Limitation of Liability. The exhibitor hereby agrees to indemnify, defend and protect Expo Management and McAllen ISD against, and hold and save Expo Management and the facility harmless from, any and all claims, demands, suits, liabilities, damage, loss, costs, attorney fees and expenses of whatever kind or nature which might arise out of any action or failure to act of the exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property or harm or injury to a person or persons. The exhibitor agrees to make no claim for any reason whatsoever, including negligence against Expo Management, its members or agents or employees, or the sponsors, or the lessors or owners of the exhibit premises for loss, theft, damage or destruction of property; nor any injury to themselves or employees while in the exhibit area.
6. Building Regulations. It is understood that the exhibitor shall not deface the premises in any way. Exhibitors shall not drive nails, hooks, tacks or put up decorations or adhesive that would deface the premises.
7. Display Characteristics. Facility lighting may not illuminate all areas evenly and effectively, and Expo Management assumes no responsibility for providing additional lighting. If available, an exhibitor may use additional lighting, at its own expense.
8. Rejected. Exhibitor agrees that exhibits shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down and those outlined in the exhibitor manual. Expo Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of rejection. If an exhibit or exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.
9. Insurance. Expo Management is not responsible for loss or damage to exhibitor's property; and in the event the exhibitor desires to have the goods, samples and other property brought upon the exhibition premises insured against loss due to any cause, he shall obtain such insurance at his own expense. The exhibitor shall, at no cost to Expo Management obtain 1. Liability and property damage insurance from responsible insurance companies authorized to sell this insurance, and include the broad form liability 2. Workers compensation employers liability insurance for his own employees.
10. Labor. The exhibitor is responsible for their own labor to move in/out their displays, which they can provide themselves or hire out to a third party of their choosing.
11. Amendment to the Rules. Expo Management reserves the right to adopt, orally or in writing, any additional rule or regulation, move or remove an exhibit, or take any further action if Expo Management deems such action necessary for the good of the Expo. Said action shall have the same force and authority as though fully incorporated in the agreement herein.
12. Subleasing/Sharing. Assignment (in whole or in part), subletting or licensing of space by the exhibitor or use of the space not authorized in writing by Expo Management is prohibited.
13. Cancellation Policy. If an exhibitor fails to make payments due hereunder on the date specified, then Expo Management may cancel this agreement or change such exhibitor's space assignment at Expo Management's sole discretion and without further notice or refund.
14. Acts of God, Fire, Strikes, Etc. In the event that any outside cause, such as war, fire, strike, government action, or other emergency, or event of "force majeure" prevents the exhibit from being held, Expo Management may retain such part of exhibitor's rental as shall be required to recompense Expo Management for expenses incurred up to the time such contingency shall have occurred. Expo Management shall not be responsible for any of exhibitors expenses or damages resulting from such a cancellation or postponement of the exhibit.
15. Compliance with Laws. Exhibitors must comply with all laws, rules, regulations and ordinances in force. In addition, exhibitors are subject to the terms and conditions of the lease between Expo Management and the lessor or the exhibit premises.
16. Show Location. If for any reason, Expo Management determines that the location of the Show should be changed or the dates of the Expo changed, no refund will be due the exhibitor, but Expo Management shall assign to the exhibitor, in lieu of the original space, such other space as Expo Management deems appropriate and the exhibitor agrees to use such space under the terms of this agreement. Expo Management shall not be financially liable or otherwise obligated in the event the Expo is postponed or relocated.
17. Taxes and Licenses. Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local, state, or federal law applicable to their activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authorities at the exhibition.
18. Texas Law. This Agreement shall be deemed made in the State of Texas and shall be construed in accordance with the laws of the state of Texas applicable to contracts entirely made and performed therein.
19. The Entire Agreement. This agreement contains the entire agreement of the parties hereto with respect to the matters embraced herein and may not be modified, discharged or terminated, except by a written instrument, signed by the party to be charged.
20. Refunds. For any cancellation and/or any booth space that is not fully paid for and/or occupied by 9am Saturday April 14, 2018 can be sold to another Exhibitor. No REFUNDS - No Exceptions.

Having read, agreed and signed to the terms of this contract, it is understood and agreed that in addition to the express terms and conditions set forth on this contract, the Exhibitor shall be bound by all rules, regulations and requirements set forth. All sales are final - No refunds - No exceptions - No rainy day reschedules. All charges for exhibit space, etc. must be paid in full prior to occupancy by Exhibitor. Booth space that is not fully paid for and/or occupied by 9am Saturday April 14, 2018 can be sold to another Exhibitor. No refunds.