

# The Franklin Bridal Ball at The Factory Exhibitor Agreement

Thursday, September 24th, 2009

The information you provide will be used exactly as shown below. The published phone number will be used in the show program and on our show website and any other show correspondence.

**Please complete this contract legibly and with dark ink.**

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

Contact Name \_\_\_\_\_

Do not show address online

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

Published Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_

email \_\_\_\_\_ web site \_\_\_\_\_

Category \_\_\_\_\_

## EXHIBIT SPACE

- |                          |   |             |
|--------------------------|---|-------------|
| <input type="checkbox"/> | One 8 x 10 wide Exhibit Booth .....                             | \$ 750.00   |
|                          | <i>If paid in full by July 1st, 2009 the rate is \$650.00</i>   |             |
| <input type="checkbox"/> | Two 8 x 10 wide Exhibit Booths - size 8 x 20 .....              | \$ 1,400.00 |
|                          | <i>If paid in full by July 1st, 2009 the rate is \$1,200.00</i> |             |
| <input type="checkbox"/> | Three 8x10 wide Exhibit Booths - size 8 x 30 .....              | \$ 1,950.00 |
|                          | <i>If paid in full by July 1st, 2009 the rate is \$1,700.00</i> |             |
| <input type="checkbox"/> | One Quad 20x20 Booth - size 20x20 .....                         | \$ 2,400.00 |
|                          | <i>If paid in full by July 1st, 2009 the rate is \$2,100.00</i> |             |
| <input type="checkbox"/> | Corner Booth Guarantee .....                                    | \$ 100.00   |
| <input type="checkbox"/> | Power .....   | \$ 75.00    |
| <input type="checkbox"/> | Bride's Peel N' Stick Mailing Labels* .....                     | \$ 50.00    |

\* As a vendor you get a copy of the registered brides emailed to you at no additional charge.  
You must be a vendor in the show to be able to order these labels.

### SHOW PROGRAM:

- |                          |   |           |
|--------------------------|---|-----------|
| <input type="checkbox"/> | *Additional Listing in the Show Program - the first is included ..... | \$ 50.00  |
| <input type="checkbox"/> | 1/2 Page Color ad .....   | \$ 300.00 |
| <input type="checkbox"/> | Full Page Color ad .....  | \$ 500.00 |

### INTERNET OPTIONS:

- |                          |   |           |
|--------------------------|---|-----------|
| <input type="checkbox"/> | *Additional Listing - the first is included ..... | \$ 50.00  |
| <input type="checkbox"/> | Premium upgrade .....                             | \$ 250.00 |

\* You will receive one show program listing and one listing online as part of this contract.  
You can buy a second listing.

Total \$ \_\_\_\_\_

*Each booth includes an 8' skirted table, 2 chairs and pipe and drape.*

*Any payments toward this contract are non-refundable and non-transferable.*

*Contracts must be completed and paid in full no later than September 18th, 2009.*

*This contract can't be transferred to a future show date.*

Checks payable to: **Jacob Marketing Inc.**

Credit Card Payments: Request our credit card form.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Exhibitor Signature \_\_\_\_\_ Title \_\_\_\_\_

This contract is subject to the terms printed on the other side. The person signing this contract acknowledges having read the other side.



FRANKLIN BRIDAL BALL

**Early Bird Rate  
Extended to  
July 31**

Corporate Office:

Jacob Marketing Inc.  
PO Box 31568  
Knoxville, TN 37930

**JMI Sales Department  
Office 865-693-9855  
or (888) 531-3941  
Fax (888) 278-7199  
Sales@JacobMarketingInc.com**

Sales Rep Contact

Rep \_\_\_\_\_

Phone # \_\_\_\_\_

Email \_\_\_\_\_

### Set-up Times

Thursday

Noon - 4 pm

### Bridal Show

**Hours**

**5 pm - 8 pm**

**No Booth  
Sharing!**



Jacob Marketing Inc. reserves the right to not allow any vendor to participate. Any potential liability is limited to the value of this contract.

## Jacob Marketing Inc. dba Franklin Bridal Ball

### Contract Terms & Conditions

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**Jacob Marketing Inc.** hereafter referred to as "JMI", its agents, officers or employees, shall not be liable for property damage or personal injury to Exhibitor, its agents, employees, helpers &/or guests, which may occur on or about any part of the subject premises including your booth space, regardless of how such an injury or damage may have occurred. Exhibitor shall hold "JMI" harmless and shall indemnify "JMI" against all liability or expenses arising out of any claim of injury or damage to any person or property, together with all costs in connection with the defense thereto, including attorney's fees, resulting from the Exhibitor's actions.

**General Conditions** - This contract is subject to acceptance by "JMI" and, once accepted, shall not be subject to cancellation. The rate of interest of 1.5% per month will be charged on all past due accounts at "JMI's" option. In the event that the services of an attorney are required, with or without litigation, to recover on this contract, it is expressly agreed that Advertiser will be responsible for payment of reasonable attorney's fees and court costs including, but not limited to, attorney's fees and court costs incurred on appeal, in addition to payment of full amount due, plus accrued interest. The parties consent to jurisdiction being in the State of Tennessee.

1. Setup/Breakdown/Booth Layout: Setup of booths must be completed 60 minutes before the show opening and must remain set up and open for business until show closing. Booths and aisles must be kept clear for safe access throughout show hours. If an exhibitor breaks down early, the exhibitor shall forfeit its rights to the list of show attendees and be precluded from participation in future shows. The back of your booth should not be taller than 8' high and the sides of your booth should not block the view of the next booth. Please let us know if your booth design exceeds these dimensions. Again if you have a question about your booth design call our office for clarification.
2. "JMI" reserves the right to demand removal by an exhibitor of any items which may not be in keeping with the show's image.
3. "JMI" reserves the right to make rules and regulations it deems proper and necessary and exhibitor agrees to accept such rules and regulations.
4. Exhibitors may only display or distribute their materials. Non-exhibitor materials are not allowed. No other bridal magazines except Premier Bride may be at the show.
5. All municipal, state, and federal requirements in connection with sales must be fulfilled.
6. This contract cannot be assigned without the prior written consent of "JMI" The exhibitor cannot share their booth space with another non-exhibitor. All exhibitor displays must be free standing and may not exceed the boundaries of the exhibit space. Exhibitors are prohibited from attaching anything to the walls, columns, windows or fixtures of the facility. "JMI" reserves the right to restrict displays that interfere with other exhibitors.
7. Reasonable precautions will be taken by "JMI" to protect persons and property during the show; however, neither the show management, show facility, nor representatives of any of the same, shall be responsible for the personal safety of the exhibitor or its representatives from injury, or the safety of the property of the exhibitor from theft or damage. Exhibitor waives all claims for damages of every kind against "JMI" based on property damage, destruction, loss or theft, personal injury or death and any other act.
8. Distribution of samples of food, cake or other edible items is subject to approval by "JMI" and subject to any rules or restrictions set forth by the show facility. Distribution of alcoholic beverages is prohibited. Only those exhibitors in the food business are allowed to distribute food samples. A description of those edible items must be provided to "JMI" prior to the show. The exhibitor who distributes edible items agrees to assume liability and indemnify and hold harmless "JMI", the show facility and representatives for damage or injury which might ensue by reason of such distribution.
9. The use of porters, if available, to assist unloading and loading is at exhibitor's own risk, and "JMI" shall not be liable for any resulting damage or claim.
10. A list of attending brides will be made available to each exhibitor provided the exhibitor has fulfilled all terms of this agreement. The list will be seeded to enable "JMI" to monitor its use. Exhibitor agrees that the list shall remain the property of "JMI" and that the exhibitor agrees not to sell, lend or otherwise transfer the list to any other business or individual for any reason. Any exhibitor allowing use by a non-exhibitor will forfeit the right for future participation in the shows.
11. Exhibitor warrants that the Exhibitor carries liability insurance that provides coverage for your area in the show. Your booth area is an extension of your company office and as such you must have liability protection.
12. Exhibitor warrants that exhibitor carries vehicle liability insurance for any vehicle that is brought onto the facility premises.
13. In the event of adverse weather conditions, fire, casualty, disaster, labor disputes, acts of God or any other emergency situations beyond the control of "JMI", "JMI" will, at its discretion, reschedule and/or procure alternate space for the show. "JMI" shall not be liable to exhibitor for any loss or damage suffered by exhibitor by reason of such rescheduling and/or relocation of the show. Except as specifically provided otherwise in this agreement, should "JMI" fail to hold the show a refund of all amounts paid will be returned to the exhibitor.
14. "JMI" may issue additional rules as it deems necessary for the orderly presentation of the show. For the convenience of the exhibitor, "JMI" will accept submission of this agreement by facsimile and shall be deemed to be an original document and fully enforceable there as.
15. The exhibitor in signing this agreement acknowledges his, her or their authority to do so and hereby assumes liability for the terms and conditions and amounts stated herein.
16. This agreement and performance hereunder, and all suits and proceedings hereunder shall be interpreted and construed pursuant to the laws of the State of Tennessee.

This agreement shall represent the entire agreement between the exhibitor and "JMI".

No provision can be modified except by written mutual consent. If any clause of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect without regard to the invalidated clause.