

Orcas Island Wedding Fair Expo Terms & Conditions

Please read and retain this page

1. LEGISLATION. 1.1 Unless the contrary intention appears, this Agreement (including any rules and regulations made pursuant to the Agreement) shall be interpreted as follows: (a) *Agreement* includes the Exhibitor named in the Exhibitor Registration for license and the named Exhibitor's contractors, servants, agents and invitees; (c) *Management* means trading as Orcas Island Chamber Wedding Fair, its servants and agents; (d) *Rules and Regulations* means the rules and regulations (if any) annexed to these terms and conditions; (e) *Clauses referred to* means the relevant clauses of these terms and conditions and; (f) *Headings* are for convenience only and shall not affect the interpretation of this agreement.
2. LEGISLATION BY-LAWS RULES AND REGULATIONS. 2.1 The exhibitor shall comply with: (a) All relevant legislation and bylaws without limiting this obligation, in the use and occupation of the Licensed Premises, and (b) Rules and Regulations, if any, as annexed to these terms and conditions. 2.2 Management may change the Rules and Regulations by giving notice of such changes to the Exhibitor and, provided such changes do not substantially alter the Agreement, the Exhibitor agrees to such changes.
3. EXHIBITION. 3.1 Management shall determine the scope of the Exhibition in its sole and absolute discretion. 3.2 The Exhibitor expressly agrees that he or it has not relied on any representation by or for and on behalf of Management in entering into this Agreement, and shall not rely upon any representations of whatever nature not expressed in this Agreement. 3.3 The Exhibitor shall immediately remove any exhibit, product or matter which in the reasonable opinion of Management does not fall within the scope of the Exhibition, is offensive, or is otherwise not in the interest of the Exhibition. 3.4 Any or all product, advertising content or promotional material shall be specific only to the business of each paid stall holder. If a business has not paid to exhibit at said Bridal Expo, no other Exhibitor shall be permitted to distribute material on their behalf. Should the management become aware of any contravention of this policy, the offending material must be removed. It is the sole right of the Management to display and promote the bridal industry at said Expo through the distribution of program catalogue. Pre-promotion of said event will take place via industry meetings and events. It is required that S.E.A. participants support all promotion efforts.
4. LICENSED PREMISES. 4.1 The Exhibitor's license over the Licensed Property is the personal right of the Exhibitor. The legal and equitable right to possession and control of the licensed Premises remains vested in Management irrespective of anything to the contrary in the Agreement. 4.2 Where, in the interests of the Exhibition, Management forms the reasonable opinion that the size, shape, or position of the licensed Premises should be altered, the Exhibitor agrees to such alteration provided; (a) Where the area of the licensed Premises is reduced from that applied for by Exhibitor, a reasonable adjustment to the Licensed Fee will be allowed to the Exhibitor by Management, and then Exhibitor shall not be liable to any increase in the License Fee without having first consented to such increase. The License fee shall be paid in full by bank check (or as otherwise agreed to by management) with the Application for the license. In the event of the full payment of the total Display License Fee not being received by the indicated date the contract with the Exhibitor may at any time thereafter be cancelled by notice in writing by the Management to the Exhibitor. In the event of any Exhibitor required by Management to increase or allocate new space, all monies due shall be paid in full before any allocated space may be occupied. Withdrawal or reduction of contracted Display Space: If the Management agrees to release the Exhibitor from part or all of his obligations under this agreement, then in that event the Exhibitor will be liable to pay fifty percent (50%) of all the monies due under this agreement provided always such a release occurs four (4) weeks or more prior to the opening of the show. In the event of the above-mentioned release being granted by the Management within four (4) weeks or more prior to the opening of the Show monies due to the Exhibitor to the Management shall become payable forthwith upon demand. Display space allocated will be confirmed in writing to the Exhibitor: In the event of the total area of the display Space requested not being available to the Exhibitor, the Display Fee payable may be adjusted at the request of the Exhibitor and at the absolute discretion of the Management. The Exhibitor will not be liable for the additional Display Fees if for any reason the Display Space allocated is larger than that requested on the Application of License.
5. EXHIBITS. The Exhibitor shall, at its expense and risk, have delivered, prepare, construct and place the Exhibit on the Licensed Premises ("the construction works") during the Installation Period and dismantle and remove the Exhibit from the Exhibition Site ("the removal works") during the Removal Period on the following conditions as applicable; (a) All parts of the Exhibit must be within the Licensed Premises; (b) The construction works and remove works shall be carried out promptly and in a proper and work person like manner and in accordance with any requirements of Management notified to the Exhibitor; (c) The Exhibitor shall at its expense, change or modify the Exhibit upon the request of Management where in Management's reasonable opinion, in the interest of the exhibition such change or modification is necessary or desirable; (d) Management will not accept delivery of any goods or material on behalf of the Exhibitor at any time; (e) The Exhibitor shall have a representative available at all times during the installation Period and Removal Period; (f) The tables, surroundings, and thoroughfares in the Exhibitions Site shall be kept clear and tidy at all times; (g) All vehicles shall use only authorized routes within the Exhibition Site; (h) Any equipment shall be transported in such a manner as to not cause any damage to any surfaces within the Exhibition Site; (i) Any part of the Exhibit not removed by the Exhibitor by the expiration of the Removal Period shall be deemed forfeited to the Management without compensation or liability for damages, loss, or consequential loss.
6. ENTRY TO EXHIBITION SITE. Management may in its sole and absolute discretion: 6.1 Refuse entry, or reject from the Exhibition Site, any person for any reason whatsoever, provided that during the installation Period and Removal Period the Exhibitor's authorized employees and agents will be allowed onto the Exhibition Site for the Purpose of or incidental to the performing of the construction work or removal only. 6.2 Without limiting the generality of clause 6.1, upon the request of the Exhibitor, Management will supply credentials and passes for the use of the Exhibitor's staff.

7. CONDUCT ON EXHIBIT SITE. 7.1 For the duration of the Exhibition, the Exhibitor shall (a) Open and keep open the exhibit between the times of showing on each day. (b) Staff the Exhibit with sufficient number of competent representatives. (c) Only conduct business from the Licensed Premises. (d) Clean the Licensed Premises prior to opening the Exhibit on each day of the Exhibition, and maintain the Licensed Premises in a clean state. (e) Keep the tables, surroundings, and thoroughfares in and around the Licensed Premises clear of any obstructions and in a tidy condition. (f) Notify Management of: (1) Any accident from the Exhibition Site, upon its happening and (2) Any defect in the water, electrical fittings or other services on, from or to the Licensed Premises. 7.2 For the duration of the Exhibition and the Exhibitor shall not, without the prior approval in writing from the Management, (a) Sell any food, beverage (alcoholic or non alcoholic) or tobacco products. (b) Hold or permit any auction, lottery, raffle or competition of whatever kind, on the Licensed Premises. (c) Sell any stock from the Licensed Premises without the prior written consent of Management. (d) Conduct business on any part of the Exhibition Site other than the Licensed Premises. (e) Use a public address or sound amplification system of any nature on the Exhibition Site. (f) Continue to use any video or television equipment after Management has notified the Exhibitor of excessive sound levels and (g) Conduct any practice, which Management reasonably considers being objectionable and is likely to discredit the Exhibition or is likely to dissatisfy persons doing business with the Exhibitor. 7.3 Where the Exhibitor fails to open and keep open the Exhibit as referred to in clause 7.1 the Exhibitor authorizes the Management to do so at the Exhibitor's own risk and expense. 7.4 Subject to the Exhibitor's obligations, Management shall be responsible for the general cleaning of aisles and passageways in the Exhibition Site and may appoint official cleaning contractors for such purpose.
8. INSURANCE. The Exhibitor's property shall at all times be at the sole risk of the Exhibitor.
9. ADVERTISING. No advertising, handbill, photograph, declaration or printed matter of and incidental to the Exhibit, Exhibition Site or Licensed Premises shall be published by the Exhibitor without prior written approval of Management.
10. ASSIGNMENT OR SUB-LETTING. The Exhibitor shall not assign, sub-let, charge or part possession with any part of its interest in the Licensed Premises under the Agreement, without the prior written consent of the Management, which consent shall be subject to any conditions which are in Management's sole and absolute discretion reasonable.
11. COPYRIGHT. 11.1 Management reserves the exclusive photographic copyrights in and to the Exhibition, and all matters incidental thereto, and may appoint official photographers to carry out any photographic requirements of the Exhibitors. 11.2 No photographer or film unit will be permitted onto the Exhibition Site without prior approval of Management.
12. TERMINATION AND DEFAULT. 12.1 Management may terminate this Agreement without notice, where the Exhibitor fails to comply with any of his or its obligations pursuant to; (a) Clause 2.1 (b) Clause 3.3 (c) Management reasonably requires clause 4.2 where the Exhibitor does not consent to an increase (d) Clause 5 (e) Clauses 7.1, 7.2 and 7.3 (f) Clause 9 or (g) Clause 10. 12.2 Where management terminated this Agreement pursuant to clauses 12.1 or cancels the Exhibition pursuant to clauses 12.4 Where the Exhibitor: (a) Dies (b) Has a bankruptcy petition presented against him (c) Goes into receivership (d) Has a winding up order presented against it, or (e) Enters a scheme of arrangement with his or its creditors, Management may cancel this Agreement.
13. FORCE MAJEUR. Where the Exhibition is postponed, abandoned, or is prevented from being held, due to any cause within the reasonable control of Management or if the Exhibition Site become wholly or partially unavailable for the conduction of the Exhibition, Management may in its absolute discretion cancel the Exhibition and return the Exhibitor all monies paid in respect of the license Fee by the Exhibitor, less any reasonable charges and fees incurred by Management for and on behalf of the Exhibition.
14. LIMITATIONS. The Exhibitor agrees that Management shall not be liable to the Exhibitor in respect of any claim whatsoever, arising under this Agreement or incidental to the Exhibition, unless such claim is made in writing to Management not later than two (2) calendar months after the last day of the Removal Period.
15. INDEMNITY. The Exhibitor hereby indemnifies and holds indemnified, Management from and against all costs (including stamp duty) claims, liabilities, damages, losses incurred by Management and actions and legal and administrative proceedings of any kind instituted by any person corporation and statutory municipal or governmental authority against Management (whether known or unknown) arising from, or incidental to the Agreement of the Exhibition.
16. NOTICES. Any notice in writing (or document) pursuant to this Agreement may be delivered to or forwarded by; (a) Pre-paid post (but not by document exchange) to the person intended to receive the same at the person's Business Address as may have been notified in writing for that purpose), and any notice or documents sent by post shall be deemed to have been received forty-eight (48) hours after the time of such posting (unless actually received earlier), or (b) Facsimile transmission (transmitted during business hours of the recipient), and any notice or document sent by facsimile transmission shall be deemed to have received one (1) hour after the time of the transmission except, if not transmitted during business hours of the recipient, then one (1) hour after the beginning of business hours on the next business day after the day of transmission.
17. VARIATIONS. The party requesting the variation forwarding a notice of the variation in writing to the other party and the other party consenting to such variation may vary this agreement.
18. GOVERNING LAW. This agreement shall be governed and constructed in accordance with the laws of the State of Washington and the parties agree to submit to the jurisdiction in the courts of that State.