**Terms and Conditions of the Arkansas River Valley Lawn & Garden Show**

**Contract**

The application, properly executed by applicant/exhibitor, shall upon acceptance by the Arkansas River Valley Lawn & Garden Show (ARVLGS), constitutes a valid binding contract.

**Assignment of space**

Booth space is assigned first come, first served, based on receipt of payment. After assignment, the space location may not be changed, transferred or canceled except upon written request and with the subsequent written approval of ARVLGS. Space assignments may be revoked or changed by ARVLGS at any time the minimum payment schedule is not met. There is a limit of 6 booths per vendor.

**Subletting**

Subletting or leasing of the space allocated to the exhibitor, or use of the space not previously authorized by ARVLGS is prohibited. No exhibitor shall exhibit or permit to be exhibited in the space allotted any merchandise other than specified in the application.

**Booth & Garden Requirements**

**Booth** - All Booth arrangements shall conform in all aspects to the dimensional and height requirements specified by show management. Exhibitors may not erect a back wall higher than 8 feet without prior approval of ARVLGS. No booth shall obstruct the general view or access to surrounding displays, aisles or public space within the exhibit facilities. No booth shall use audio equipment to enhance their voice for attracting individuals to their booth or for selling purposes. Booths must be manned by at least one person during the show. The volunteer coordinator with ARVLGS may provide temporary volunteer assistance to man a booth.All exhibitors and their officers, agents, and employees shall obtain the designated number of passes from ARVLGS registration desk and wear the pass at all times during the show.Vendors who elect to forego the use of Pipe & Drape supplied by ARVLGS must decorate their space. Decorations should reflect either the theme of the show or be related to gardening or outdoors in general. Décor need not be elaborate, but should be easily visible from a distance. It is permissible for vendors to make their décor available for sale. The intent is to enhance the overall appearance of the show and increase future attendance. Vendors using Pipe & Drape may set up their booth in any fashion that is consistent with these terms and conditions, but are also encouraged to adhere to the theme.

 **Gardens** – Garden designs must adhere to the theme of the show as closely as possible to be eligible for the Best in the Show. The garden shall conform in all aspects to the dimension as specified by ARVLGS.  A garden shall not be a commercial booth.  The purpose of the gardens is to give visitors ideas on how they can bring color and design into their landscape. All gardens shall consist of a well-planned and laid-out design. Gardens must stay intact for the duration of the show. Like items may be sold from a booth.

**Directory**

 The ARVLGS will list the exhibitor’s firm name and space assignment in its official directory. Additional information pertaining to exhibitor’s merchandise may be included at the sole discretion of the ARVLGS. However, the ARVLGS will not be responsible for errors or omissions occurring in the printed directory, or for unintentional failure to include an exhibiting firm in the printed directory.

**Compliance**

The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes duly authorized by local, state, and federal governing bodies concerning fire, safety, and health, together with the rules and regulations of the operators and/or owners of the property wherein the show is held.

**Payment Requirements and Cancellation Policy**

 A 50% minimum deposit (non-refundable) is required by January 10th with the application. The balance is due by 30 days prior to the show . Make all checks payable to the ARVLGS, P.O. Box 5424, Fort Smith, Arkansas 72913-5424.

  In the event of cancellation by exhibitor, it is understood that the ARVLGS reserves the right to reassign canceled booths without any obligation or refund to the exhibitor. Exhibit space not claimed by 5:00 pm on the day prior to the show reverts back to the ARVLGS to be used at the discretion of the show management.

  Exhibitors shall observe and abide by additional rules and regulations that may be adopted by ARLVGS, which shall be as much as, part hereof as though full incorporated herein. The ARVLGS reserves the right to move or remove an exhibit for the good and welfare of the show.

  If the show or any part thereof is prevented from being held, it will be cancelled by the ARVLGS. If the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulations, public catastrophe, act of God, or the public enemy or other cause, the ARVLGS shall determine and refund to the applicant its proportional share of the balance of the aggregate exhibit fee received. This shall be determined after deducting expenses incurred by and reasonable compensation to the ARVLGS, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid.

**Liabilities**

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

Important item:  All vendors must send Proof of Liability Insurance with the application, or sign a waiver upon entering the show. This proof of insurance can be obtained from your liability insurance carrier.

  The applicant hereby agrees to indemnify, defend, protect and hold harmless, the ARVLGS against any kind of nature which might form or arise out of any action or failure to act, of the applicant or any of its officers, agent, employees, invitees, or other representatives.

**Signs and Advertising**

 No demonstrations or solicitations shall be permitted outside the exhibitor’s assigned space and no signs or placards may be displayed on persons or otherwise outside the exhibit space. Distribution by exhibitors of any printed matter, samples, or other articles shall be restricted to within the confines of the exhibitor’s booth. Exhibitor shall not have or operate any display or exhibit, which in the opinion of the ARVLGS is objectionable including signs, lights, and the costuming of exhibit personnel. For late registration, if a vendor requests a booth sign, there is a $25.00 charge after February 21.

**Unions and Subcontractors** It is further agreed that the exhibitor will abide by and comply with the rules and regulations concerning local unions having agreements with the ARVLGS or with authorized contractors employed by ARVLGS.