

**EXHIBITOR APPLICATION & AGREEMENT**

**Yarn Fest Marketplace Schedule—Thurs, Friday, & Saturday only** (market hours subject to change)

**Thursday, April 30: 10am - 6pm | Friday, May 1: 10am - 6pm | Saturday, May 2: 10am - 6pm**

Exhibitor/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

**10' x 10' Booth**

_____ \$825	10' x 10' Booth	<b>Booth Total</b>	\$ _____
_____ \$525	6' x 10' booth (qty limited)	<b>Adjustment</b>	\$ _____
_____ \$150	Corner fee (qty limited) – additional fee added to inline booth cost for each requested corner.	<b>Total Due</b>	\$ _____

Amount authorized to charge to credit card below (deposit of > 50%): \$ \_\_\_\_\_

The remaining balance will automatically be deducted from your credit card 45 days prior to the event. (March 16, 2020).

Pay by the Early Bird Discount deadline of November 30, 2019 and save 10% off your net booth fee.

**Early Bird Discount** Pay in full by November 30, 2019

\_\_\_\_\_ Save 10% and take 10% off your booth fee

Booth location preference: \_\_\_\_\_

- All exhibitors will be notified upon acceptance into the 2019 Yarn Fest Marketplace and receive an invoice.
- Each 6' x 10' or 10'x10' (or larger) booth will have an 8' tall back drape and a 3' side drape, one (1) 6' skirted table and two (2) chairs.
- Additional tables, electricity and Internet must be ordered directly through the facility. The Exhibitor Kit, with complete order information, will be sent out approximately 45-days prior to the event.
- Each Exhibitor will be listed at [InterweaveYarnFest.com/marketplace](http://InterweaveYarnFest.com/marketplace).
- 50% deposit must accompany this application. The remaining balance will automatically be deducted from your credit card 45 days prior to the event (March 16, 2020). There are no refunds.

***\*Please see Page 3 to enter credit card information for payment. Payment is due in full prior to event. If paying by check, please indicate in the credit card section "paying by check".***

Authorized signature of company representative is required \_\_\_\_\_ Date: \_\_\_\_\_

Sign above: I have read and agree to the terms and conditions of this Agreement (page 1 and 2) and will abide by all Show facility, and requirements, including those related to retail sales taxes.

***Email, fax or mail page 3 with full payment to: Peak Media Properties, LLC, ATTN: Events, 9912 Carver Rd., Blue Ash, OH 45242***

All Checks should be sent to Yarn Fest/Peak Media Properties, LLC, P.O Box 734620, Chicago, IL 60673-4620

Contact: Eileen Lynch • Phone: 440-227-6664 • [elynch@peakmediaproperties.com](mailto:elynch@peakmediaproperties.com)

## Terms: 2020 Interweave Yarn Fest Marketplace

### Eligibility

Peak Media Properties, LLC ("Peak Media Properties") has the sole right and discretion to determine the eligibility or termination of any Vendor or product for inclusion in the event. The subsequent use of the word "Management" refers to Peak Media Properties dba Interweave Yarn Fest or Yarn Fest Market ("Event").

### Allotment of Space

Every effort will be made to honor booth assignments; however, Management reserves the right assign and/or make changes in exhibit space and location at any time in the best interest of the Event as a whole. Contact management to confirm location before publishing your booth number.

### Conditions to Set-Up Booth Space

Vendors must check in and complete set-up in the allotted time preceding Yarn Fest Market. Any Vendor not checked in during this time may forfeit their space with no refund. If a Vendor fails to install product in the space within the time limit set for event opening, or fails to pay the space fee by the deadline specified, or fails to comply with any other provision concerning the use of space, Management may consider the space forfeited, and the Vendor will remain liable for the full fee of the space. Vendor acknowledges that failure to appear does not release the Vendor from responsibility for payment of the full cost of the space reserved. Vendor further acknowledges that if Vendor is overdue on payment to any Peak Media Properties division, Management shall have the right to prohibit Vendor from setting up, without any refund obligation, until the overdue amounts are paid.

### Limitation of Liability

All property of the Vendor is understood to remain under the Vendor's control, in transit to or from the facility, subject to the rules and regulations of this Agreement. All merchandise shown or displayed by the Vendor shall be the sole responsibility of the Vendor. All property of the Vendor is understood to remain under the Vendor's control, in transit to or from the facility, subject to the rules and regulations of this Agreement. All merchandise shown or displayed by the Vendor shall be the sole responsibility of the Vendor. Vendor understands and agrees that Peak Media Properties shall not be liable or responsible for any loss or damage to Vendor or Vendor's merchandise or property under any circumstances. IN THE EVENT OF ANY ACTION OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, VENDOR SHALL BE LIMITED TO AN ACTION FOR MONEY DAMAGES AND SPECIFICALLY ACKNOWLEDGES THAT VENDOR SHALL NOT BE ENTITLED TO EQUITABLE OR INJUNCTIVE RELIEF, ALL OF WHICH VENDOR KNOWINGLY WAIVES. VENDOR FURTHER AGREES THAT (A) UNDER NO CIRCUMSTANCES WILL PEAK MEDIA PROPERTIES BE LIABLE TO VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES (EXCEPT AS OTHERWISE EXPLICITLY SET FORTH IN THIS AGREEMENT), AND (B) IN NO EVENT SHALL PEAK MEDIA PROPERTIES' MAXIMUM, AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL FEES PAYABLE BY VENDOR HEREUNDER.

### Release

For good and sufficient consideration, the receipt of which is hereby acknowledged, Vendor agrees to RELEASE, FOREVER DISCHARGE, HOLD HARMLESS, and COVENANT NOT TO SUE, Peak Media Properties and its parents, subsidiaries, affiliates, divisions, owners, directors, board of trustees, officers, employees, agents, representatives, successors, heirs and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (collectively, the "Released Parties"), from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "Claims") which Vendor, or anyone acting on Vendor's behalf, may have or hereafter have against the Released Parties by reason of any injuries or damages, whether to person, property, or reputation, that Vendor may sustain as a result of or incidental to Vendor's participation in the Event or for any other claims or losses that may arise out of or relate to the use or occupancy of reserved space or service provided to Vendor under this Agreement.

### Indemnification

Vendor shall defend, indemnify, and hold harmless the Released Parties from any third-party claim, cause of action, loss, damage, cost and expense (including reasonable attorneys' fees) resulting from Vendor's breach of this Agreement, alleged infringement of any third-party right, or the conduct of Vendor, or anyone acting on Vendor's behalf, at or in conjunction with the Event.

### General Liability Insurance

Vendor acknowledges that Peak Media Properties does not maintain insurance covering personal injury, damage, destruction or loss of Vendor property. It is the sole responsibility of the Vendor to obtain General Liability insurance coverage and to name Peak Media Properties as an additional insured.

### Workers' Compensation

Vendor is required to carry Workers' Compensation insurance to statutory limits and Employer's Liability to \$500,000 each accident and per employee, including Waiver of Subrogation. A certificate of insurance evidencing these requirements must be on file with Peak Media prior to 30 days from the start date of the event.

### General Liability

Vendor is required to carry General Liability insurance with limits of \$1.0 million per occurrence and \$2.0 million in the aggregate per policy term. The General Liability policy must add "Peak Media Properties, LLC" as an Additional Insured including primary and non-contributory wording in favor of Peak Media Properties, LLC. A certificate of insurance evidencing these requirements must be on file with Peak Media prior to 30 days from the start date of the event.

### Set-up, Storage and Operation

Vendor booths are to remain open and staffed at all times during Yarn Fest Market. Hours and dates for installation, selling and dismantling will be those specified by Management. Early dismantling will result in a \$100 fine and possible exclusion from any future Peak Media Properties event. No storage will be provided. Vendors are required to store all packing crates or boxes within the confines of the reserved space or outside the facility.

Vendor assumes all responsibility for compliance with all event rules and ordinances; regulations and codes of local, state and federal government concerning fire, safety and health and business licenses(s)/and permits needed to sell in Yarn Fest Market; as well as with the rules and regulations of operators and owners of the property and facility in which Yarn Fest Market is held.

No part of your booth or booth contents can exceed 8' in height from the floor and it must conform to the published rules and regulations of the facility. Nothing (tables, chairs, signs, displays, products, etc.) may extend outside the confines of the reserved space. Any vendor not complying with rules, ordinances, regulations or codes shall be required to dismantle its set-up and shall promptly vacate the premises.

Amplifiers and sound generating equipment is not permitted. Loud noises, pungent odors or other disturbances will not be permitted. All product must be clean. Signage and Flyers must remain within the confines of the reserved space. Lobby space and literature table displays are available for an additional fee. All shipping and receiving must be coordinated by the Vendor through the facility. Vendor is responsible for all fees associated with shipping and receiving packages and any other supplies and materials.

### Products

All products, demonstrations, sales, activities, distribution of sales materials, etc. must be confined to the limits of the reserved Vendor space. Please do not pin to the booth-drape. All products and services offered for sale by the Vendor must be identified as accurately as possible. Only products and services detailed in the Exhibitor Application are to be displayed, demonstrated, advertised or sold. Management reserves the right to require the removal of any products or services in violation thereof.

### Care of Premises

Vendor is liable for any damage caused to the facility building, floors, walls, columns, equipment or other property. Application of labels, tape, paint, adhesives or other coatings to the facility property is strictly prohibited. Vendor must remove all trash at the end of the Market and Vendor agrees to maintain an orderly space during the event. A \$100 cleaning fee will be assessed to the Vendor if trash is not reasonably disposed of and space is not left reasonably clean in Management's sole discretion. Vendor agrees to promptly pay all expenses incurred for any and all damage to the facility or its equipment resulting from Vendor's carelessness or otherwise, caused by the Vendor, its employees, agents, contractors, invitees or representatives.

### Cancellation of Event

If Management cancels the event due to circumstances beyond reasonable control (such as acts of God, acts of war, government emergency, labor strike or un-availability of the exhibit facility, or other), Management shall refund to each Vendor its exhibit space rental payment previously paid, minus costs and expenses incurred, in full satisfaction of all liabilities of Management to Vendor. If Peak Media Properties elects to cancel the event for any other reason, Management shall refund to each Vendor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Management to Vendor.

### Cancellation by Vendor

Vendor may only cancel this agreement by giving written notice to Peak Media Properties, with evidence of receipt. Vendor acknowledges it shall not be entitled to a refund; however, Management will consider refund requests made reasonably in advance of the Event and for extraordinary reasons.

### Miscellaneous Terms

The terms and conditions herein set forth, including those on the front of this Agreement, constitute the entire agreement between the parties and such Agreement may not be modified except in writing, signed by an authorized Peak Media Properties representative. If any provision is invalid or unenforceable under applicable law, it is to that extent deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be construed in accordance with the laws of the State of Ohio, without regard to principles of conflicts of laws and regardless of the location of the Vendor, and any claim, action or proceeding arising from or relating to this Agreement shall be commenced in the appropriate State or Federal courts in Hamilton County, Ohio. This Agreement shall be binding upon the successor and assigns of the parties hereto, provided that Vendor may not assign the Agreement without the prior written approval of Peak Media Properties. Failure by Peak Media Properties to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights or any other rights hereunder.

**CREDIT CARD AUTHORIZATION FORM**

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Name as it appears on card	Visa/MasterCard/Amex#	Expiration Date	Security Code
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***Email, fax or mail this page with full payment to:***  
**elynych@goldenpeakmedia.com or mail to Peak Media Properties, ATTN: Events, 9912 Carver Rd., Blue Ash, OH 45242**

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