

# THUNDER IN PONTIAC DREAM CRUISE FESTIVAL

## APPLICATION AND CONTRACT FOR EXHIBIT SPACE

**August 14 – 16, 2015**

MERCHANDISE VENDORS PLEASE FILL OUT COMPLETELY

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

Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Product(s) to be exhibited: \_\_\_\_\_

### MECHANDISE VENDOR SPACE COST

(please indicate space required)

SIZE	Saturday Only	All 3 Days
10' x 10'	\$ 600.00	\$1200.00
10' x 20'	\$ 900.00	\$1800.00
20' x 20'	\$1200.00	\$2400.00
Additional 10' x 10'	\$ 300.00	\$ 600.00

Electricity Required Yes / No      Electrical Charge (20 amps) \$ 75.00

Merchandise Vendor Space Total Cost: \_\_\_\_\_ (Pontiac residents or businesses - please deduct 20%)

**MINIMUM 50% DEPOSIT WITH RESERVATION** \_\_\_\_\_ **BALANCE DUE** \_\_\_\_\_

Returning Vendors must have deposit in before **August 4, 2015** to reserve same space as last year.

**NO Vendor space will be held without a deposit after August 4, 2015.**

\*\*\* SPACE SUBJECT TO AVAILABILITY AND ON A FIRST COME, FIRST SERVE BASIS \*\*\*

PLEASE MAKE CHECKS PAYABLE TO: THUNDER IN PONTIAC DREAM CRUISE FESTIVAL

MAIL PAYMENT WITH CONTRACT TO: THUNDER IN PONTIAC DREAM CRUISE FESTIVAL

33717 WOODWARD AVENUE

SUITE 331

BIRMINGHAM, MI 48009

FOR MORE INFORMATION CALL: ..... (248) 613-8322 or (254) 535-1831

**You must read the rules on back and sign. Please enclose deposit and return before August 4, 2015.**

**\*This is not a contract until submitted to and approved by the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL**

**GENERAL:**

The words THUNDER IN PONTIAC DREAM CRUISE FESTIVAL shall mean its officers, committees, agents or employees acting for them in the management of the contracted event. Management reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the event. THUNDER IN PONTIAC DREAM CRUISE FESTIVAL reserves the right to decline, prohibit or expel an exhibit which in its judgment is out of character of the exhibition and/or is in violation of this contract or any rules or regulations now or hereafter in effect. Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, however, the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL will not assume liability for any discrepancy that may actually occur.

The THUNDER IN PONTIAC DREAM CRUISE FESTIVAL will not assume responsibility for the temperature levels during the event. THUNDER IN PONTIAC DREAM CRUISE FESTIVAL reserves the option in any emergency either to substitute comparable display space if required by unforeseen circumstances, or to refund the exhibit fee. Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the festival facility or the conducting of said exhibit, together with the rules and regulations of the owners and operators of the facility in which the exhibition is held.

**SOLICITATION:**

Promiscuous advertising is strictly prohibited. Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend into any aisle or public right-of-way. No exhibitor shall so arrange his/her exhibit so as to obscure or prejudice adjacent exhibitors in the opinion of the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL. Festival management and/or local/state law enforcement authorities reserve the right to restrict the sale of any questionable items, i.e. knives or weapons. The sale of laser pointers, incendiary devices, and items depicting nudity or lewd behavior, drug paraphernalia and items with any symbol representing illegal drugs may be sold or displayed in any manner.

**PET POLICY:**

With the exception of disability-related guide animals, pets may not be permitted on the event grounds – please ask prior to arrival.

**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 authority in connection with their activities at the exhibition.

**CANCELLATION AND REFUND POLICY:**

Cancellation of all or part of the exhibit space must be in writing to the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL. Exhibitors canceling before August 4 of contract year will receive a full refund. No refunds will be issued after August 4. If the exhibitor does not make full payment when due under the terms of this contract, the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL reserves the right to terminate this contract and the exhibitor shall be responsible for the payment to the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL of all amounts which would have been due under the terms of this contract.

**INSURANCE:**

An exhibitor shall carry its own insurance. Copy of liability insurance is required before display area is created. THUNDER IN PONTIAC DREAM CRUISE FESTIVAL and the exhibition facility assume no responsibility for the safety of the properties of the exhibitor, its officers, agents or employees from theft, damage by fire, accident or other causes whatsoever, and the exhibitor expressly agrees to save and hold harmless the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL and the exhibition facility and their respective management, agents and employees from any and all liability resulting from injuries or damage to the exhibitor, its agents, employee's persons and/or properties in connection with the exhibitor's use of the exhibit space.

**DEFAULT OF OCCUPANCY:**

It is further agreed that actual occupation of the exhibit space by an exhibit is essential. Should the exhibitor be unable to occupy the space, the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL is authorized to occupy or cause the said space to be occupied in such a manner as it may deem in the best interest of the exhibition, without any rebate or allowance whatsoever to the exhibitor and without in any way releasing said exhibitor from any liability, or from any of its other obligations under this contract. Said exhibitor expressly agrees to pay the exhibition the full sum set forth.

**EVENT OCCUPANCY:**

The THUNDER IN PONTIAC DREAM CRUISE FESTIVAL shall not be liable for the non-fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, an act of god, public enemy, war or insurrection, strikes, the authority of the law, postponement or cancellation of the exhibition, or for any cause beyond its control. It will, however, in the event of its

not being able to hold an exhibition for any of the above named reasons reimburse the exhibitor on a prorated basis on any amount paid, less any legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

**PROTECTION OF FACILITIES:**

Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to the columns, walls, floors or other parts of the convention hall exhibit area without written permission from the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with direction of the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL, the facility managers or their assistants.

**BOOTHS:**

Food and beverages cannot be sold from these spaces without written consent of the Event Manager. No exhibitor's display shall project as to obstruct the view of any adjacent booth. No display may exceed a height of eight feet on the back, nor four feet on the side without express written consent of the THUNDER IN PONTIAC DREAM CRUISE FESTIVAL.

**INSTALLATION AND DISMANTLING:**

All commercial exhibits must be in place by 2:00pm on Friday the week of the festival, however we strongly encourage you to set up as early as possible. No exhibitor vehicles will be allowed to drive in or be in the interior of the event after 5pm on Friday. This means there is a limited time to drive in and unload your exhibit. Items may be hand carried from the parking lot. **ALL EXHIBITS MUST BE REMOVED AT THE CLOSE OF FESTIVAL ON SUNDAY** You may begin to hand-carry out on Sunday night one hour before we close. The THUNDER IN PONTIAC DREAM CRUISE FESTIVAL expressly reserves the right to determine rules subject to all installations and dismantling done by any exhibitor at the event.

**HOURS:**

Event will be open from 11:00am to 11:00pm on Friday and Saturday, 11:00am to 9:00pm on Sunday. Event will be open to exhibitors one half hour before starting times.

This contract shall become effective upon the date of acceptance by the lessee and by signing the front of this document.

I have read and agree to ALL terms and conditions.

X \_\_\_\_\_

(Print) \_\_\_\_\_

Date \_\_\_\_\_

**Please retain a copy of these rules  
for your records.**