



MEMPHIS KENNEL CLUB & MEMPHIS TOY DOG CLUB DOG SHOWS BOOTH RENTAL CONTRACT

Location: Southaven Multi-Purpose Arena (a.k.a. "The Arena"), 7360 Highway 51 North, Southaven, Mississippi.

For Show Date(s) (Check applicable and then Initial): Memphis Toy Dog Club Shows August 19 & 20; MKC Shows August 21 & 22, or **All four shows** August 19-22 **EXHIBITOR INITIAL HERE: _____**

This contract is by and between **MEMPHIS KENNEL CLUB** and the **MEMPHIS TOY DOG CLUB** (hereinafter "MKC/MTDC"),

and

Contact Name: _____ Date: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Cell: _____ Fax: _____
Email: _____
Website: _____, (hereinafter "Exhibitor").

This contract reserves booth space for Exhibitor at the MKC/MTDC Dog Show(s), for the date(s) indicated above, subject to the terms and conditions set out on the reverse side of this contract.

Will you be selling items at our dog show? (Circle one) **YES** or **NO**

If you are not selling items, is your booth a promotional booth? (Circle one) **YES** or **NO** And, if so, what organization, product or service will your company be promoting? Please describe: _____

PAYMENT TERMS: Due and payable when Contract is submitted. Payment is nontransferable and non-refundable.

MOVE-IN: Call Carl Yochum at (901) 603-7165 for move-in times.

MOVE-OUT: 1 hour after Best in Show on the day of the show for a one day show, or 1 hour after Best in Show on the last day of any series of consecutive shows, covered by this contract as indicated above. An additional \$25.00 per hour charge will be assessed for each additional hour beyond the one hour move out time after Best in Show until Exhibitor vacates the building and the hourly charge will not be prorated.

BOOTH INFORMATION

Booth must be staffed at all times during show hours. Booth assignments subject to availability and/or change due to unforeseen events. All prices quoted are in US Dollars and are per day. All booth space is inside. Payment terms are as follows:

Rates for August 19 and 20 - All applicable events:

Single Booth (10' x 10') @ \$30 per booth per day.
Double Booth (10' x 20') @ \$60 per booth per day.
Additional booth space: \$30 per each ten feet of space.

Rates for August 21 and 22 - All applicable events:

Single Booth (10' x 10') @ \$60 per booth per day.
Double Booth (10' x 20') @ \$120 per booth per day.
Additional booth space: \$60 per each ten feet of space.

Table rental fee is: \$10 per day per table.

I need _____ (number of) booth space(s), and _____ (number of) table(s), for the total price of: \$ _____

Both parties have read and agree to the terms and conditions of this contract (as detailed on reverse) and Exhibitor agrees to abide by all show rules and all local regulations and requirements, including payment of any applicable retail sales taxes.

VENDOR Name (print): _____ Signature: _____ Date: _____

MKC/MTDC Representative: _____ Signature: _____ Date: _____

The following TERMS AND CONDITIONS apply to the CONTRACT, on the reverse of this page, by and between MKC/MTDC and EXHIBITOR:

ELIGIBILITY: MKC/MTDC has sole right to determine the eligibility or termination of any company or product for inclusion at its show(s).

ALLOTMENT OF SPACE: Booth space allotments will be made by MKC/MTDC and MKC/MTDC reserves the right to any make shifts of booth location as it may deem necessary.

DEFAULT IN OCCUPANCY AND DOWNGRADES: If Exhibitor fails to install product in Exhibitor's exhibit space within the time limit allotted for the setup of exhibits, fails to pay the full booth rental fee prior to set up time, or fails to comply with any other provisions concerning use of exhibit space, MKC/MTDC will have the right to take possession of said space for such purposes as it sees fit and exhibitor will be held liable for the full rental price of said space. **Exhibitor acknowledges that Exhibitor's failure to appear at the show(s) does not release Exhibitor from responsibility for payment of the full cost of the booth space rented.**

LIMITATION OF LIABILITY: All property of Exhibitor is understood to remain under Exhibitor's custody and control, in transit to or from or within the confines of the show(s) hall, subject to the rules and regulations of the exhibition. All merchandise shown or displayed by Exhibitor in the show(s) hall is the sole responsibility of Exhibitor. Under no circumstances shall MKC/MTDC be responsible for any loss or damage to the merchandise or any other property of Exhibitor. Exhibitor agrees to make no claim for any reason whatsoever against MKC/MTDC or service contractors for loss, theft, damage or destruction of goods; loss of sales, less than expected sales, number of attendees or lack thereof, nor for any damage of any nature whatsoever, including damage to Exhibitor's business by reason of failure to provide space for his or her booth; nor for any other action of any nature of MKC/MTDC; including failure to hold the show(s) as scheduled.

INSTALLATION, EXHIBITING, DISMANTLING: Hours and dates for installation, exhibiting and dismantling will be those specified by MKC/MTDC. Exhibitor is liable for all storage and handling charges resulting from failure to remove exhibit material from the show floor at the time specified by MKC/MTDC. **There is a \$25 PER HOUR fee for failure to dismantle and evacuate the premises within two (2) hours after Best in Show is awarded.**

STORAGE OF PACKING CRATES AND BOXES: Exhibitor is required to store all packing crates, boxes and booth material within the confines of their booth space at all times. For storage of large crates or containers off of the show floor during the show(s), contact MKC/MTDC in advance.

RESTRICTIONS IN OPERATIONS OF EXHIBITS: Exhibitor assumes all responsibility for compliance with all show rules and applicable and pertinent ordinances, regulations and codes of local, state and federal government bodies concerning fire, safety and health as well as with the rules and regulations of operators and owners of the property and facility in which the exhibit is held. If Exhibitor does not comply with all applicable show rules, ordinances, regulations and/or codes, and /or behaves in any way that is disruptive to the show or interferes with all participants right to enjoy the show and vendors, MKC/MTDC reserves the right, in its sole discretion, to require Exhibitor to dismantle his/her booth and vacate the premises forthwith. In such event, no refund will be given to Exhibitor, and MKC/MTDC shall not be responsible for any damages, costs or losses suffered by Exhibitor. Booth display height shall not exceed 12 feet and must conform to published rules and regulations of the facility. Alcoholic beverages are prohibited. Signs involving the use of neon or similar gasses are prohibited. Storage batteries (wet cell) are not permitted inside the facility. Smoking is not permitted in the facility. Amplifiers, stereos and other sound generating equipment is not permitted in the facility without prior written consent and, if such consent is granted, must be operated at levels that do not interfere with other Exhibitors, MKC/MTDC show(s), or cause excessive noise in the facility. MKC/MTDC reserves final determination as to whether an Exhibitor is in violation of this policy. All demonstrations, sales activities, distribution of sales materials, etc., must be confined to the limits of Exhibitor's booth area. All other local fire and facility rules and codes must be followed and will be provided prior to the show.

CARE OF PREMISES: Exhibitor is responsible for cleaning his or her booth space each day and returning the booth space in broom clean condition after the event. Exhibitor is liable for any damage caused to the facility building, floors, walls, columns, standard booth equipment, or other Exhibitors' property. Application of labels, tape, paint, lacquer, adhesives or other coatings to the facility buildings columns, floors, walls or standard booth equipment is strictly prohibited. Exhibitor agrees to pay promptly for any and all damage to the facility building or its equipment, incurred through carelessness or otherwise, caused by Exhibitor or his/her

employees, agents, contractors or representatives. Exhibitor acknowledges that MKC/MTDC does not maintain insurance covering damage, destruction, loss or theft of Exhibitor's property. Accordingly, it is the sole responsibility of Exhibitor to obtain fire, theft, liability, business disruption, property damage and/or other insurance covering such and other losses. Exhibitor is encouraged to secure small and valuable exhibit material each night. **It is expressly understood by Exhibitor that neither MKC/MTDC, nor its employees, agents, assigns, representatives, members and volunteers, are liable for any damage(s) or injury(ies) to Exhibitor, including Exhibitor's guests, invitees, employees or agents, or to the person, business, property or reputation of Exhibitor as a result of robbery, fire, theft, accident or any other cause whatsoever.**

SAFETY: Exhibitor assumes all responsibility for compliance with all local safety ordinances, regulations and codes concerning fire, safety, health, the environment, electrical and flammable materials.

RELEASE: Exhibitor releases and forever discharges MKC/MTDC and its employees, agents, assigns, representatives, members and volunteers, from all and any manner of actions, liabilities, suits and/or claims (including attorney's fees) which may arise out of or relate to the use or occupancy of any booth space or services provided to Exhibitor under this agreement.

ENTIRE AGREEMENT: These items constitute the entire agreement between Exhibitor and MKC/MTDC, and such agreement may not be modified except in writing. 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 contract will be construed in accordance with the law of the State of Tennessee, regardless of the location of the show(s) or Exhibitor and any claim, action or proceeding commenced must be filed in the State of Tennessee, County of Shelby, City of Memphis.

EXHIBITOR: To acknowledge you have read, accept, and agree to the foregoing terms and conditions,

Exhibitor must initial here: _____

Return completed, signed and initialed contract, **and your check** made payable in the applicable amount to:

**MKC/MTDC
c/o Donna Malone, Booth Chair
3327 Lockmeade Drive
Memphis, TN 38127-6735**

Our website is: **www.memphiskennelclub.org**

To contact Donna call (901) 353-1805.