

Craft Show



2021
Jaffa Shriners

November 13th & 14th, 2021
Saturday (9am-6pm) & Sunday (11am-5pm)

JAFFA CRAFT SHOW RULES, REGULATIONS & GUIDELINES

- 1. Eligible Exhibits.** Exhibit/Vendor booths are open to persons and companies who are offering goods or services directly related to crafts. JAFFA SHRINERS has the right to determine the eligibility of any good or service. JAFFA SHRINERS at its sole discretion may reject any good, service or exhibit/vendor.
- 2. Contract for Space.** Deposit of applicant's check does not constitute contract acceptance. The signed application for space and the payment of full rental fees constitute a contract for the right to use the space allotted only after it is accepted by Show Management. The JAFFA SHRINERS may, at its sole discretion, require an Exhibitor to move to a different exhibit space. Reason for such a move may include, but are not limited to: safety concerns; improvement of access, ingress, or egress; accommodation of other exhibitor(s); the consolidation of unused space; or downsizing or re-sizing space. In the event of fire, strikes, rioting, civil disorders or other circumstances making it impracticable, in the sole discretion of Show Management, to operate the Show, this contract shall become null and void. In addition to the terms of this Agreement, Exhibitors must abide by all Rules and Regulations of the facility.
- 3. Compliance with Federal, State and Local Laws, Misconduct.** Exhibitors/Vendors must agree to comply with all Federal, state, county and local fire, police, health or public safety laws, regulations or ordinances which are or may be applicable to the exhibit covered by this Agreement. Exhibitor/Vendor is responsible for obtaining all necessary permits and licenses and paying all applicable taxes and fees. If at any time before or during the show it appears that an Exhibitor may have violated any law, regulation or ordinance, or an Exhibitor engaged in any conduct that is offensive, immoral, unethical, or inconsistent with the nature of the Show, then Show Management may prohibit the Exhibitor from being an exhibitor/vendor and/or attending the Show. A pro-rated refund of the amount paid for that Exhibitor's space shall be the sole remedy available for such a cancellation.
- 4. Restrictions on Operation of Exhibits.** No campaigning or political activities nor the promotion of any candidate will be permitted. JAFFA SHRINERS reserves the right to restrict exhibits which because of noise, method of operation, appearance or for any reason are objectionable in the sole judgment of JAFFA SHRINERS, and also to limit or prohibit any exhibit or evict any Exhibitor/Vendor who, in the opinion of Show Management, may detract from the general character of the Show as a whole. This reservation includes persons, things, conduct, printed matter, video or anything of a character which Show Management deems to be objectionable. In the event of such restrictions or eviction, JAFFA SHRINERS is not liable for any refunds or rental or other costs incurred by Exhibitor/Vendor or required to assign him other space. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' booths as determined by Show Management shall be suspended for any periods specified by Show Management.
- 5. Booth Representatives.** Booth representatives shall be restricted to Exhibitor's employees and authorized representatives. Booth representatives shall wear badge identification furnished by Show Management at all times. Show Management may limit the number of booth representatives at any time. All booths must be staffed by Exhibitor ring all open Show hours. Failure to maintain your booth with staffed representatives during show hours may result in the Exhibitor/Vendor future application's being rejected by Show Management. Booth representatives, or family members of exhibitors/vendors must not be disruptive to customers or other exhibitors/vendors.
- 6. Care of Building and Equipment.** Exhibitors/Vendors or their agents shall not injure or deface the walls or floor of the building, the booths or the equipment of the booths. When such damage appears, Exhibitor/Vendor is liable for the resulting Damages. Nothing may be attached to or supported by any part of the building other than the floor within the confines of the assigned exhibit space.
- 7. Over-the-Counter-Sales.** Sales are permitted, except firearms, in strict accordance with the product eligibility and display regulations included with the contractual applications. The necessary business license and taxes will be the sole responsibility of the individual Exhibitor/Vendor. All sales must be conducted within the confines of the seller's exhibit area. Exhibitors may also take orders for future delivery, off the premises of the Show, and in full compliance with the law.
- 8. Fire Protection.** Flammable liquids are prohibited. Flammable cloth decorations must be flame-proofed. All hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules. If inspection indicates that any Exhibitor has neglected to comply with these regulations or otherwise incurs fire hazards, Show Management reserves the right to prohibit all or such part of any exhibit as may be irregular.

9. Photography. JAFFA SHRINERS will be taking photographs and videos at the Show. Such photographs/videos will be the property of JAFFA SHRINERS. Exhibitor/Vendor Parties consent to the taking of such photographs/videos and the publication of photographs/videos in JAFFA SHRINERS sole discretion.

10. Lotteries/Contests. The operation of games of chance or lottery devices is permitted only to the extent permitted by law and with the prior written approval from Show Management. Such approval does not relieve the operator of such games or lotteries from determining the legality of its actions and does not relieve operator from responsibility for consequences for failure to comply with the law. In no event shall JAFFA SHRINERS Parties be responsible for any consequences resulting from the operator's failure to comply with the law.

11. Default. If Exhibitor/Vendor defaults in any of its obligations under this Agreement or violates any of its obligations or covenants under this Agreement, including without limitation any Exhibition Rule or Regulation promulgated

pursuant to the Agreement, Show Management may, without notice, terminate this Agreement and retain all monies received on account. Show Management may thereupon direct Exhibitor/Vendor forthwith to remove its employees, agents or servants, and all its articles of merchandise and other personal property from the space

contracted for and from the Show. If exhibit space is not occupied by the time set for the completion of displays, such space may be possessed by Show Management for such purposes as it may see fit.

12. Discretion and Decision. These rules and regulations have been formulated in accordance with public safety rules and in the best interest of Exhibitors/Vendors, JAFFA SHRINERS and its members and visitors. Exhibitors expressly accept and agree to abide by these regulations; and any and all matters whether or not specifically covered in the

regulations are subject to the sole discretion and final decision of JAFFA SHRINERS.

TERMS

Release and Waiver: Exhibitor/Vendor assumes sole responsibility and liability for any and all claims, liabilities, injuries, damages, attorneys' fees, court costs, settlement costs, other costs, losses and expenses regardless of

whether at law or in equity (hereinafter collectively referred to as "Damages") suffered by Exhibitor/Vendor or any agent, employee, other personnel, subcontractor, licensee or invitee of Exhibitor/Vendor (hereinafter collectively referred to as "Exhibitor Parties"). JAFFA SHRINERS, the Show Management, the building management, and officers, employees, agents and all other personnel of JAFFA SHRINERS or the building

management (hereinafter collectively referred to as "JAFFA SHRINERS Parties"), shall not be liable for Damages suffered by Exhibitor Parties. Exhibitor hereby expressly releases, discharges and waives any and all claims for Damages against JAFFA SHRINERS Parties. This release and waiver does not protect a person whose gross

negligence or act of intentional infliction of injury or damage, solely and proximately caused Damages.

Insurance: Exhibitor shall, at Exhibitor's expense, obtain and keep in force during the term of the Agreement a policy of comprehensive liability insurance insuring the JAFFA SHRINE CENTER Parties and Exhibitor against any liability arising out of or related to Exhibitor Parties' work, use, occupancy or other activity at the Show or in any way related to this Agreement. Said policy shall include, but not be limited to, insuring against any claim whatsoever by Exhibitor Parties. Exhibitor shall also, at Exhibitor's expense, obtain and keep in force during the term of the Agreement, a comprehensive general liability policy. Coverage limits (\$1,000,000.00) of said insurance policies shall be sufficient to cover a claim for bodily injury and property damage. The limits of said insurance policies shall not limit the liability of Exhibitor, hereunder. It is hereby agreed and understood that they Jaffa Shrine Center is to be listed as an additional insured.

Cancellation Policy: Cancellation notification made in writing to the Show Management may be accepted. At no time is JAFFA SHRINERS obligated to return the non-refundable application fee.

Rules and Regulations: In addition to the terms set forth in this Agreement, Exhibitor agrees that all Exhibitor Parties shall comply with any further rules and regulations which may be imposed by JAFFA SHRINERS Parties at the Show, including but not limited to, rules and regulations which do not appear on this document and/or are not attached hereto.

Governing Law and Consent to Jurisdiction, Venue and Service: This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, or Federal law if applicable. Exhibitor consents and agrees that all legal proceedings relating to this Agreement shall be maintained in courts sitting within the City of Altoona or the County of Blair, Commonwealth of Pennsylvania, and Exhibitor consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Exhibitor furthermore consents to the exercise of personal jurisdiction by said courts over Exhibitor. In the event that performance of this contract becomes impossible, impracticable, imprudent or inadvisable due to Act of God, labor dispute, action or inaction by governmental authority, civil unrest, protest, threats, war, terrorism, or similar circumstances beyond the control of the non-performing party, then the parties shall be relieved of their duties under this contract and waive any claims for such nonperformance.

ADDITIONAL TERMS AND CONDITIONS

1. Any and all videos aired within the confines of the JAFFA SHRINE CENTER must be in good taste and are subject to review by Show Management. Show Management reserves the right to disallow the airing of any video it feels is not in keeping with the spirit of the Show.
2. The selling, purchasing, bartering or trading of any wild animal parts is prohibited as governed by the Lacey Act and any other applicable laws and regulations
3. Each exhibitor/vendor is required to donate a door prize with a minimum \$10 value. Business card must be turned in with your application.

Terms, and Conditions outlined in this Agreement.

Company Name: _____

Name (authorized official): _____

Title: _____

Signature: _____

Date: _____