

2018 Kids Fitness Festival Exhibitor Space Agreement

1. Agreement. As a condition of exhibiting at the 2018 Panther Education Trust Kids Fitness (hereinafter the “KFF”), Exhibitor hereby expressly acknowledges and agrees to comply with the terms and conditions set forth in these Exhibitor Space Agreement Terms. The Panther Education Trust (the “PET”) reserves the right to amend these Terms or to make additions hereto.
2. Payments and Cancellation. Exhibitor shall pay \$150.00 (US) must accompany the Application and Exhibitor Space Agreement and be submitted to the PET prior to March 2, 2018. This is non-refundable.
3. Space Assignments. The PET, on a first come first served basis, will assign Exhibitor space. The PET shall use its best efforts to locate the booth in, or near a location requested by the Exhibitor on the Application. Notwithstanding the above, the PET reserves the right to assign exhibit spaces so as to best meet the needs of all Exhibitors and to change location assignments at any time, as it may in its sole discretion deem necessary.
4. Protection of Premises. Exhibitor hereby acknowledges and agrees to adhere to and be bound by (a) all applicable fire, utility, and building codes. Exhibitor shall leave the exhibit space in the same condition, as it was when Exhibitor entered upon the premises and shall not cause or permit others to cause any damage or disruption to the space or the facility.
5. Tabletop Booth Construction. Booths must not obstruct the view or interfere with the displays of neighboring booths.
6. Installation/Removal of Display. Exhibits must be completely set up by 10:00 a.m. on Saturday, March 10, 2018. Dismantling of exhibits may not commence prior to 2:15 pm on Saturday, March 10, 2018.
7. Security. Exhibitors must make provisions for safeguarding their goods, materials, equipment, and display at all times.
8. Indemnification. Exhibitor hereby agrees to protect, indemnify, defend and hold harmless the PET and the Whitman-Hanson Regional School District and their respective officers, directors, members, employees, and agents against all claims, losses, and damages to persons or property, governmental charges or fines, and attorneys’ fees arising out of or caused by (a) Exhibitor’s installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the PET or the Whitman-Hanson Regional School District (b) any violation by Exhibitor of these Terms.
9. Miscellaneous.
 - a. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising out of this Agreement shall be resolved by the courts of the Commonwealth of Massachusetts.
 - b. If any provision of this Agreement shall be held invalid and unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
 - c. This Agreement represents the complete understanding between Exhibitor and the PET, and no amendments, deletions, or additions hereto shall be binding without written approval from both parties, unless otherwise specifically provided herein.
 - d. This event will be held rain or shine.