



**Exhibitor Application and Contract 2012  
Hotter 'N Hell Hundred Consumer Show  
August 23, 24, and 25, 2012**



Company \_\_\_\_\_ Texas Sales Tax I.D. No. \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Phone (\_\_\_\_) \_\_\_\_\_ Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Major products or lines to be exhibited \_\_\_\_\_

Will sales be made or orders taken at the booth? \_\_\_\_\_ If yes, a Texas Sales Tax Permit is required.

Anyone - even out-of-state vendors - selling or taking orders must have a Texas Sales Tax Permit on display. The permit can be obtained **without cost** by calling the Comptroller's Office at (940) 761-4141 or by contacting them in writing or in person at 925 Lamar, Suite1900, Wichita Falls, TX 76301. **For food permits** contact W. F. Health Dept. 940- 761-7820.

**SIZE PREFERENCE AND FEES**

A booth space consists of a 10' X 10' area and includes an 8' tall back drape, 3' side drapes (divider), one exhibitor head sign (must be returned at close of show), 2 chairs, and one 8' skirted table. Additional booth furnishings are available at extra charge.

_____ 10'X10' BOOTH @ \$ 395 (\$345 if paid on or before May 1st).....	\$ _____
_____ 10'X20' BOOTH @ \$ 695 (\$645 if paid on or before May 1st) .....	\$ _____
_____ 10'X30' BOOTH @ \$ 995 (\$945 if paid on or before May 1st).....	\$ _____
(10' X 30' may be three 10'X10' areas in "L" shape.)	
_____ 20'X20' BOOTH @ \$1295 (\$1245 if paid on or before May 1st).....	\$ _____
_____ Extra table(s) @ \$20 each.....	\$ _____
_____ Electricity \$15 @ booth.....	\$ _____
	=====
<b>TOTAL AMOUNT to be enclosed with this application.....</b>	<b>\$ _____</b>

Booth sign should read: \_\_\_\_\_

**Exhibitors from last year will have preference for their same booth locations if they sign up by May 1st. (SAME SPACE?): Circle if you exhibited last year and would like to occupy the same booth space.**

Telephone connections for credit card machines are available through contract with AT&T - call us for information. Wireless internet connections will be sponsored by Webfire & Clearwire for credit card transactions.

**LOCATION**

The Consumer Show will be held in the Exhibit Hall, MPEC, 1000 5th St. Wichita Falls, Texas 76301. New exhibitors will be assigned booths based on date of receipt of fee and other considerations as listed in paragraph 2 below.

We, the undersigned, henceforth referred to as Exhibitor, understand this Application will become a binding contract upon acceptance by the Wichita Falls Bicycling Club Consumer Show Coordinator, henceforth referred to as Management, and are subject to the terms, conditions, and regulations which hereto constitute a part of or are included in this Application and Contract (see reverse).

**Our booth will be open beginning Thursday at 3:00 PM and during all exhibition hours through Saturday at 4:00 PM. Exceptions are noted.**

Applicant Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Payment in full must accompany this agreement to reserve space unless other arrangements are made in advance:

Make payable to the **Wichita Falls Bicycling Club, Inc.** and mail to  
 Hotter 'N Hell Hundred, P.O. Box 2096, Wichita Falls, Texas 76307

Contact: HHH Executive Director, Ben 'Chip' Filer, [execdir@hh100.org](mailto:execdir@hh100.org), 940.322.3223, Fax 940.322.1118

## **Hotter 'N Hell Hundred Consumer Show and Finish Line Village Contract Provisions**

### **1. CANCELLATION POLICY**

- Written requests for cancellation received prior to August 1<sup>st</sup>, 2012 will be honored, however a 25% cancellation fee will be charged.
- No refunds will be given for cancellations after August 1<sup>st</sup>, 2012.

### **2. BOOTH ASSIGNMENT AND OPERATION**

- Booths will be assigned based on space requirements, previous exhibits by same company, date of receipt of fee, compatibility with other exhibits, and the overall best interests of the show.
- Exhibitors must have exhibit open and staffed at all times during the show hours.
- Management reserves the right to restrict noise levels and to regulate methods of operation and display of materials.
- Exhibits shall be arranged so that they will not obstruct the walkways or general view and will not hide the exhibits of others.
- Plans for specially-built displays should be submitted to Management before construction is ordered.
- Exhibitor agrees that Management may substitute the actual space assigned to Exhibitor if necessary.

### **3. PRODUCTS AND EXHIBITS**

- No products bearing the Hotter 'N Hell Hundred trademarked name, logo, or reference to such may be printed, sold, or distributed without a written agreement with the Hotter 'N Hell Hundred Executive Committee.
- Management reserves the right to restrict sale or display of anything which it or the Hotter 'N Hell Hundred Executive Committee deems objectionable. If for any reason, an exhibit or its content are deemed objectionable, the exhibit, product or item will be subject to removal. This reservation includes persons, things, conduct, printed matter, or any item of a character which Management considers objectionable for health or safety reasons, due to conflict with sponsor or other agreements or for any other reason Management feels is not in the best interest of the event. If such an eviction or restriction is enforced, Management will not be liable for refunding rental fees or funds for exhibition equipment rental, except at its own discretion.

### **4. INSTALLATION & DISMANTLING**

Management reserves the right, should any rented Exhibitor's space remain unoccupied on the opening day or should any space be forfeited due to failure to make proper payment, to rent said space to any other Exhibitor or use said space in any other manner, but this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in his invoice for space rental should Management not resell the space.

### **5. FIRE, SAFETY, HEALTH, & REGULATIONS**

Exhibitors agree to comply with local, city and state laws, ordinances and regulations and the regulations of the owner covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Necessary fire precautions will be taken by Exhibitors. **Exhibitors selling or giving away any food items must register with the Wichita Falls Health Dept. and pay a \$10 fee prior to the start of the Consumer Show.** (Call Wichita Falls Health Dept. at 940-761-7820.)

### **6. SUBLETTING OF SPACE**

Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than his own in the exhibit space without written consent of Management.

### **7. LIABILITY EXCLUSION**

Management will take reasonable precautions to safeguard Exhibitor's property. However, Management will not be liable for loss or damage to the property of the Exhibitor or his representatives or employees from theft, fire, accident, or any other cause beyond its control. Exhibitor agrees to save and hold harmless Management, the Hotter 'N Hell Hundred, its sponsors and organizers, the Multi-Purpose Events Center owners, and agents, representatives, or employees of the above from all claims, demands, damages, and liability of whatsoever kind of character asserted by any person or persons on account of damage to property or the leased premises arising out of the use of the Exhibitor's leased premises by Exhibitor.

### **8. INSURANCE**

Exhibitors shall carry and maintain during the period of any show in which he exhibits, including move-in and move-out days, and at his sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance, with limits of at least \$100,000/\$300,000 for bodily injury and \$50,000 for property damage or combined single limit bodily injury and property damage policy with limits of \$300,000. Exhibitor warrants that, by signing this contract, he has complied specifically with the insurance requirements of this contract.

### **9. UTILITIES**

Management shall use reasonable care to have all power services installed in time for the opening of the Show. Proper and reasonable care shall also be taken to prevent the interruption of power services during the exhibition. However, Management shall not be held responsible for late installation or interruption of any service that may occur.

### **10. INABILITY TO PERFORM**

If Management should be prevented from holding the Show or if it cannot permit Exhibitor to occupy his space due to circumstances beyond its control, including, but not limited to: strike, civil disobedience and acts of God, Management will refund to Exhibitor the amount of rental paid by him, less a proportionate share of the exposition expenses, and Management shall have no further obligation or liability to Exhibitor. If Exhibitor shall have made no rental payment, he nevertheless shall be obligated to pay his proportionate share of the expenses.

### **11. RULES AND REGULATIONS**

Management shall have full power in the interpretation and enforcement of all rules contained herein and to make such further rules and regulations as it shall consider necessary for the proper conduct of the Show.

Please keep a copy of this contract for your files.