

TIOGA DOWNS

CASINO RESORT

***IMPORTANT* Please read completely before signing.**

Terms and Conditions

Whereas the Tioga Downs Racetrack, LLC (TIOGA DOWNS) and “exhibitor” desire to enter into an agreement for the lease of Trade Show booth space at the **2024 Annual Craft Show**, in consideration of the mutual promises set forth below, the parties agree to be bound by the terms set forth as follows:

A. General Information

- 1. Contract.** The signed application and acceptance by Tioga Downs Racetrack, LLC (TIOGA DOWNS) constitutes a contract between TIOGA DOWNS and exhibitor for the lease of Convention & Trade Show booth space. The terms and conditions contained herein are part of this contract. Exhibitor agrees that all and any matters not specifically covered in these articles are subject to final decision by TIOGA DOWNS.
- 2. Eligibility.** Any exhibitor whose proposed exhibit is in keeping with the educational and service goals of TIOGA DOWNS may apply for space. TIOGA DOWNS reserves the right to reject any application that, in its judgment, does not meet these criteria. TIOGA DOWNS cannot and does not guarantee the availability of booth space.
- 3. New York State Certificate of Authority.** **All vendors must have a New York State Certificate of Authority.** If you do not have one, visit tiogadowns.com, click on Special Events under Entertainment and click on the link to register. Only NYS certificates are acceptable. **Certificate must be printed and displayed to sell items on property.**

B. Space Rental

- 1. Assignment of Space.** The craft fair will take place in the event center ballroom. Booth spaces are assigned first-come, first-served on the date the application is received by TIOGA DOWNS, according to preferred location and any specifications outlined in the application. TIOGA DOWNS does not guarantee the locations of particular booth space under any circumstances. It is understood and agreed that TIOGA DOWNS will endeavor to assign space in accordance with exhibitor’s request and with consideration given to type of

products and services being exhibited. TIOGA DOWNS reserves the right of final determination of space assignments and reserves the right to refuse any application for exhibit space. TIOGA DOWNS reserves the right to locate and/or relocate exhibitor's assigned booth space.

2. Floor Plan. TIOGA DOWNS reserves the right to make such modifications as may be necessary to the floor plan to meet the needs of TIOGA DOWNS, the exhibitor and the program. TIOGA DOWNS does not guarantee the locations of particular booth space under any circumstances.

3. Terms of Payment. Remittance in full covering booth space must accompany the signed contract. If assigned space is not paid in full by specified date, it may be reassigned to another exhibitor at the discretion of TIOGA DOWNS. If booth space is reserved 10 working days or less prior to the show, payment must be made by cashier's check.

4. Cancellation. If cancellation occurs after November 16, 2024 exhibitor agrees to pay 100 percent of booth rental. The parties agree that these amounts will be paid not as a penalty for cancellation, but to adequately compensate TIOGA DOWNS for its uncertain damages incurred by such a cancellation. All cancellations must be received in writing.

5. Subleasing. Exhibitor will not be permitted to sublet or share any part of the space herein leased to any firm or employee. Only one company may be represented per booth space.

6. Reselling or transferring. Exhibitor may not resell or transfer booth to any firm or employee.

C. Exhibit Booth Provisions

1. We do not have an official show decorator. Any electrical service must be provided through the Tioga Downs.

2. All exhibits must be in place no later than **1pm Saturday, November 30, 2024** or space shall revert to sponsors of the show with all payments forfeited. LOAD IN TIME WILL BEGIN AT **10am Saturday, November 30, 2024.**

3. No signs, banners, advertising matter, decorations or parts of exhibits will be permitted in aisles, public rooms or other areas of the Convention site.

4. Unpacking and packing, removal of empty crates and cases, except those crates shipped to the decorator, will be by and at the expense of exhibitor, who shall pay all expenses of conveying, delivering, arranging and removing their equipment. TIOGA DOWNS specifically assumes no responsibility for exhibitor displays and/or materials.

5. TIOGA DOWNS reserves the right to regulate exhibits that are inconsistent with the character of the show or are otherwise objectionable or otherwise inconsistent with TIOGA DOWNS policies. TIOGA DOWNS reserves the exclusive right to make all determinations regarding objectionable displays and shall be binding on the parties.

6. TIOGA DOWNS reserves the right to regulate the ability to sell like branded goods. TIOGA DOWNS reserves the exclusive right to make all determinations on vendor products to be sold at exposition.
7. Use of any music (live or taped) as part of the exhibit may result in an added fee to exhibitor and must be approved in advance by TIOGA DOWNS in writing.
8. Exhibitor agrees to be knowledgeable of and in compliance with all ordinances and regulations pertaining to health, fire prevention and public safety codes established by the city in which the exposition is held. No combustible material may be stored in or around the exhibit. In addition, fire regulations require all decoration materials to be flameproof.
9. Exhibits must be staffed at all times during exhibit hours. As a courtesy to registrants and fellow exhibitors, TIOGA DOWNS requires strict adherence to the opening and closing hours.
10. Exhibits or exhibit displays that are taller than the side railings of the booth space must be placed against the back of the booth space and not extend more than three feet into the neighboring exhibitors' lines of sight. TIOGA DOWNS reserves the right to require exhibitor to remove a display that, in the opinion of TIOGA DOWNS, is too large for the area leased and/or interferes with one or more neighboring exhibitors' lines of sight.
11. No packing or dismantling of exhibits will be permitted until after close of show on the last day of exhibit hours.

D. Liability

1. To the fullest extent permitted by law, the Exhibitor shall indemnify and hold harmless Tioga Downs, its affiliates, associates, agents, officers, directors and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Exhibitor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
2. Exhibitor acknowledges that TIOGA DOWNS does not maintain insurance covering exhibitor property and that it is the sole responsibility of exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.
3. The Exhibitor shall procure and/or maintain, upon request of Tioga Downs such insurance as will protect Tioga Downs its affiliates, associates, agents, officers, directors and employees for claims arising out of or resulting from Exhibitor's Work under this Contract Agreement, whether performed by the

Exhibitor, or by anyone directly or indirectly employed by Exhibitor, or by anyone for whose acts Exhibitor may be liable.

E. Cancellation of Trade Show

In the event the Trade Show is canceled due to circumstances not within the control of TIOGA DOWNS, such as fire, acts of God, labor strikes, picketing, civil disturbances, shortage of materials, curtailment of transportation facilities or governmental intervention which materially affect the ability of either TIOGA DOWNS or the facility to hold the exhibit show as planned, then a full refund of fees paid to TIOGA DOWNS will be made less a \$100 processing fee. If cancellation of the show is made 60 days or fewer prior to the installation date specified herein, TIOGA DOWNS shall deduct from the refund any actual expenses incurred.

F. Capacity

All signed on the Trade Show Exhibit Contract warrant that he has the capacity to bind the party he or she is signing for.

G. Assignability

This contract may not be assigned by any party without the prior written consent of all parties.

H. Modification and Waiver

No modifications, amendment, supplement to or waiver of this contract or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both of the parties to this contract. A waiver by either party of any of the terms and conditions of this in any one instance shall not be deemed a waiver of that term or condition in the future

Agreement

Exhibitor agrees, subject to TIOGA DOWNS approval, to lease exhibit space at TIOGA Down's. In doing so, exhibitor will comply

With all provisions of this contract. Exhibitor understands that this contract, together with the contract terms and conditions printed on the reverse side, constitutes the complete exhibit agreement between exhibitor and TIOGA DOWNS.

Exhibitor Authorized Signature & Date _____

Printed Name of Above Signed _____

TIOGA DOWNS

CASINO RESORT

Winterfest Craft Fair

11/30/24 1pm-9pm; 12/1/24 12pm-7pm

Vendor Registration Form

This entirety of this form is required to be completed and returned prior to 11/11/24.

Incomplete forms will not be accepted.

Company Name: _____

Products/Brands Sold: _____

Contact Name: _____

NYS Certificate of Authority Number: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Email address: _____

- 1 day of show attendance for \$50
- Saturday, November 30th Sunday, December 1st
- 2 days of show attendance for \$100
- Check here if you require electricity (will be limited – first need basis)

All spots consist of two or three tables. A max of three tables are allowed. Each table is 8 feet long. Spots are FIRST COME FIRST SERVE. A diagram of the layout of the event center is below.

Payment MUST be made by check. Cash will not be accepted

Please make checks payable to Tioga Downs Casino Resort

Please return this form along with payment and contract to:

**Tioga Downs Casino Resort
Attn: Marketing Department
2384 West River Road
Nichols, NY 13812**

