

## Linden Hills Woofstock 2016: Exhibitor Application and Guidelines

Thank you for your interest in exhibiting at *Linden Hills Woofstock 2016* on September 10, 2016, organized by the Linden Hills Business Association and Pixie Song Events. In order to make your time spent at the event efficient and enjoyable for all, we have created the following guidelines that all exhibitors must follow while participating in the event.

If at any time you have questions about these guidelines, please contact Lauren Crandall, Pixie Song Events, [lindenhillswofstock@gmail.com](mailto:lindenhillswofstock@gmail.com).

### General Provisions

All booth spaces are 10' x 10' in size. You are permitted to purchase up to two spaces. Included in your booth registration fee are one (1) 6ft. table and one (1) chair. Assigning, subletting, subdividing or sharing of exhibit space is prohibited.

You are permitted to provide your own additional equipment if it:

- Stays within the confines of your designated space
- Does not interfere with other exhibits
- Can be carried in by you

**Tent Weights Required** - All tents are required to be weighted to guard against wind damage. Please bring your own weights or sand bags.

**Tents Recommended** - Tents are highly recommended, as this event is held rain or shine.

**Set Up/Tear Down** - Set up will begin at 7:00 a.m. on Saturday, Sept. 10. We ask that you plan to be completely set up no later than 9:30 a.m. The event is from 10:00 a.m. to 3:00 p.m. Exhibitors are required to keep booths open and staffed until the event ends. *Following the event, please plan to leave your space before 3:30 p.m.* If you need to stay longer, please notify Event Staff prior to the day of the event.

**Parking** - Exhibitors may unload close to the booth area. During the event, however, please park in a designated event parking area that will be specified closer to the date of the event. (We'll send more information on parking, set up and tear down closer to the event.)

**Pets in Booths** - Woofstock is an event designed for people and their dogs. Exhibitors are welcome to have dogs accompany you in your booth space if the temperament of your dog falls within the general guidelines for all attendees. Do not leave pets unattended in booths at any time. We strongly recommend you bring sufficient water and a secure kennel for your dog.

### General Guidelines for Dogs in Attendance:

1. Please *do not bring any dogs who show aggression* to other dogs or people.
2. Please *consider your dog's temperament* and bring only dogs that are *tolerant of loud noises, crowds, one-on-one people contact and other dogs*.
3. Dogs *may not be left unattended* in booths at any time, even if secured in a kennel.
4. *Bring plenty of water and treats* for your dogs.
5. Please *pick up after your pet* and deposit into designated bins at the event.

**Alcohol Policy** - Alcohol is prohibited at this event.

**Food Sales (Dog and Human)** - Food sales for dogs are permitted. Food sales for humans must be approved in advance and will require an additional application and purchase of a short-term food permit from the City of Minneapolis. Exhibitors must obtain food sales approval from the Woofstock Event Committee by July 25 (~45 days prior to event start date). Those approved will be required to purchase the required food sales permit directly from the City of Minneapolis no later than 14 days prior to event start date.

**(See Application and Contract on Pages 2-4.)**



## 2016 Linden Hills Woofstock™ Exhibitor Application

**Linden Hills Woofstock exhibitions are juried.** The Woofstock Event Committee from the Linden Hills Business Association will evaluate all applications. Once approved, you will be notified via email. **All applications must be complete and signed, with full payment enclosed.** If your application is not approved, you will receive a full refund.

**Please complete and return this application with full payment due to the address below.** This Agreement for Exhibit Space is by and between Linden Hills Business Association (hereinafter referred to as "LHBA") and the organization identified below (hereinafter referred to as "Exhibitor").

Company Name _____	
40-Word Company Description (Attach separate sheet if needed) _____	
Address _____	City, State, Zip _____
Phone _____	Mobile _____
Contact Name _____	Title _____
E-Mail _____	Website _____
Products/Services to be displayed/sold _____	
Preferred Booth Number: Choice #1 _____ Choice #2 _____ Choice #3 _____ Choice #4 _____ Choice #5 _____	

**Full payment is due with Exhibit Space Agreement.** Your space is not considered reserved until full payment is received. Please see [map](#) for space information. 50% of your payment is non-refundable. Remaining 50% may be refunded if exhibitor cancellation is received in writing to LHBA no later than 45 days prior to event start date (before or on July 25). No refunds will be issued after July 25 (within 45 days prior to event start date).

### Booths

Booth space includes: 6 ft. table, one chair, and listing on the [event website](#). Additional chairs, tables, and accessories must be supplied and carried in by the exhibitor. No exhibitor-hired rental companies are authorized to deliver equipment at the event. **Linden Hills Woofstock reserves the right to move your booth location in the rare event that the space be rendered unusable prior to, or the same day as, the event.**

\_\_\_ Qty. 10'x10' Exhibitor Booth @ \$320 (\$375 if postmarked after August 15, 2016)

\_\_\_ Qty. 10'x10' Non-Profit Exhibitor Booth @ \$185 (\$240 if postmarked after August 15, 2016) **First time**

**Woofstock nonprofit exhibitors: please enclose IRS 501(c)(3) letter with your application.**

**Form of Payment (check one).** Full payment must accompany Agreement. Check or money order only.

Check in the amount of \$\_\_\_\_\_ (**Payable to Linden Hills Business Association**)

Money Order in the amount of \$\_\_\_\_\_ (**Payable to Linden Hills Business Association**)

EXHIBITOR: I hereby agree to the Terms and Conditions of this Agreement for Exhibit Space and the Exhibit Rules and Regulations.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Return this page with payment to: Linden Hills Woofstock, c/o Pixie Song Events, 11303 Landing Road, Eden Prairie, Minnesota, 55347.**

## Exhibit Space Terms & Conditions (2 Pages)

### Assignment of Exhibit Space and Attendees.

Exhibitor agrees to lease from Linden Hills Business Association (herein referred to as LHBA) exhibit space(s) as indicated on page 2 as approved by LHBA. It is understood that LHBA will make every effort to assign the exhibit space(s) as requested, but Exhibitor grants LHBA the right to make final assignment of exhibit space and to alter locations, at its own discretion, to further the best interest of the Expo. Although LHBA will attempt to accommodate Exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested.

Exhibitor acknowledges that they are not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in LHBA's Linden Hills Woofstock Event. Exhibitor understands that exhibit space(s) cannot be held on a tentative basis until receipt of signed Agreement and full payment. Assigning, subletting, subdividing or sharing of exhibit space is prohibited. No selling of any animal is allowed. LHBA makes no representations or warranties with respect to the demographic nature and/or number of Exhibitors or attendees.

**Use of Space.** LHBA reserves the right to decline, prohibit or expel an exhibit which, in LHBA judgment, is out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Distribution of advertising material and Exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth and part of any exhibit or product may not extend into any area outside of Exhibitor's booth space as designated by LHBA. No Exhibitor shall so arrange their exhibit to obscure or prejudice adjacent Exhibitors in the opinion of LHBA. No Exhibitors shall assign or sublet any part of their exhibit space without the consent of LHBA in writing. Exhibitor will keep their exhibit open and staffed at all times during show hours. Exhibitor will not remove product from their booth prior to 3:00 PM on Saturday. Exhibitor will vacate booth space by 3:30 PM on Saturday, unless prior arrangements are made with event staff.

Failure to comply with the rules and regulations of this Agreement and as stated in the Exhibitor Services Guidelines will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable.

**Payment.** Exhibitor agrees to pay all appropriate exhibit space rental fees in full before exhibiting. Exhibitor is responsible for any bank or credit card processing fees. No Exhibitor will be permitted to retain a booth space or move-in a display of products without prior full payment. If the exhibit space rental fee is not paid according to the schedule, LHBA reserves the right to cancel Exhibitor's Agreement and re-assign exhibit space(s). The Exhibitor agrees that upon acceptance of this Agreement by LHBA with or without appropriate or timely payment of any and all fees, this Agreement shall

become binding and enforceable in accordance with its terms.

### Payment Schedule:

1. Full payment is due upon signing the exhibitor contract.

**Cancellation.** Any request for cancellation of exhibit space must be submitted in writing. 50% of all payments for exhibit space(s) are non-refundable. The remaining 50% may be refunded if a cancellation request is submitted to LHBA in writing a minimum of 45 days prior to Event start date. LHBA will cancel an Exhibitor's exhibit space if (1) payments are not made according to the payment schedule above, (2) Exhibitor fails to occupy the assigned space by 12:00 noon on the day of event opening; and/or (3) Exhibitor fails to comply with this Agreement for Exhibit Space and the Rules and Regulations (as they may be amended by LHBA from time-to-time).

Note: LHBA has no control over prices charged for products nor over the number of vendors selling similar or competitive products.

**Defaults.** If the Exhibitor fails to pay any of the installments outlined in the Payments Section (above), LHBA shall reserve the following rights: (1) Any exhibition fees paid shall be retained by LHBA as liquidated damages, (2) any outstanding payments as outlined in the Payment Section are due and payable in consideration for LHBA having reserved space and provided services to the Exhibitor until the date the Exhibitor is cancelled. Both the Exhibitor and LHBA acknowledge that LHBA will sustain substantial losses if the Exhibitor cancels, downsizes or defaults on its participation. Even though LHBA will exercise its best efforts to provide the canceled, defaulted, or unused space and its service to others, LHBA and the Exhibitor agree that LHBA will nevertheless incur substantial losses that cannot be previously determined. Due to the difficulty of determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if the Exhibitor cancels, downsizes, or defaults its participation. All cancellation/downsizing/default fee(s) and the retention of Exhibitor payments pursuant to this Agreement are acknowledged by the Exhibitor to be fully earned and to constitute liquidated damages (and not a penalty) due in consideration for expenses incurred by LHBA and in consideration for LHBA having reserved space and provided services to the Exhibitor until the date of cancellation, downsizing or default, thereby losing or deferring the opportunity to provide exhibit space and its service to others.

**Interest and Collection Fees.** Any Exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees) that LHBA incurs to recover the debt. There will be a \$35 charge for all returned checks. If the interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as

allowed by such laws shall be paid to LHBA by the Exhibitor.

**Additional Expenditures.** Exhibitor understands and agrees that all expenses for shipping and handling of equipment and display material into and out of the park facility, for constructing, decorating and dismantling the display, and all other costs incidental to the operation of the exhibit are not part of the exhibit space rental fee and are the responsibility of Exhibitor. Any disputes that may arise between Exhibitor and any third party contractors are the sole responsibility of these parties and are to be settled between them.

**Liability and Insurance.** Neither LHBA, its officers, directors, employees, contractors, partners or agents, nor Pixie Song LLC, the businesses of Linden Hills, nor the legal entities that own, lease or operate the Facility, nor their members, officers, directors or employees, will be responsible or liable for injury to any person or persons or animal or animals or for loss or damage to any Exhibitor's property or any person or persons or animal or animals while in transit to or from the event location or while in the event location.

Exhibitor indemnifies and agrees to hold harmless LHBA, Pixie Song LLC, and the event location, their agents, members, officers, directors, employees, contractors and partners against any and all liability whatsoever arising from any or all damages to property or personal injury caused by an Exhibitor or his/her agents, representatives, employees, any other person or animals. Exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of the property of Exhibitor, its agents and all property of the park facility used by Exhibitor or brought into the park facility premises on its behalf. Exhibitor also assumes full responsibility for all injury to any and all persons, animals or property that is in any way connected with Exhibitor's property, including equipment, or caused by Exhibitor, his/her agents, representatives, employees or animals.

Exhibitor is required to insure its property against damage or loss and public liability at its own Expense. Exhibitor is responsible for the safety of exhibits, Exhibitors or its employees against robbery, burglary, theft or damage by fire or any other cause. Exhibitor warrants and represents that any use of materials published or displayed on the Internet or in electronic format in connection with LHBA will not violate or infringe any copyright, trademark, trade secret, or any other rights of LHBA or any third party. Exhibitor agrees to indemnify and hold harmless LHBA and Pixie Song LLC from any and all claims for monetary awards, including but not limited to reasonable attorney's fees, made by third persons relating to or arising from any third-party claims of defamation, illegality, or infringement or any patents, trade secrets, copyrights, trademarks, service marks, trade names, or similar proprietary rights.

Exhibitor waives all claims of any kind against Pixie Song LLC, LHBA or any of its directors, members,

contractors, employees, or agents arising from the conduct of the show. Exhibitor agrees that none of the parties referred to in this Agreement for Exhibit Space shall be liable for any loss or damage to Exhibitor including loss or damage to Exhibitor's business by reasons of failure to hold the show, or failure to provide space for any exhibit, or the removal of any exhibit, or for any action of Pixie Song LLC, LHBA or its employees or agents in relation to the exhibit or Exhibitor. In the event any part of the facility is destroyed or damaged so as to prevent LHBA from permitting an Exhibitor to occupy assigned space during any part or whole of the Exposition, or in the event occupation of assigned space is prevented by strikes, acts of God, national emergency, or other cause beyond the control of LHBA, Exhibitor will be charged for space during the period it was or could have been occupied by Exhibitor; and Exhibitor hereby waives any claim against Pixie Song LLC, LHBA, its directors, officers, agents, suppliers, employees, contractors or partners for losses or damages which may arise in consequence of such inability to occupy assigned space.

Exhibitor agrees to abide by all pertinent laws, ordinances, rules, workers compensation, regulations and codes of duly authorized local, state, and federal governing bodies, concerning licensing, taxation, fire, safety and health (including vaccination requirements), together with the rules and regulations of the City of Minneapolis and the event organizer.

**Scope of Agreement.** Exhibitor agrees to abide by the terms and conditions of the Agreement for Exhibit Space and the official Exhibitor Applications and Guidelines, which are made a part by reference and fully incorporated herein. If any language in the Applications and Guidelines conflicts with the language in the Agreement, then the Agreement language shall govern. The individual signed on behalf of Exhibitor warrants that he/she is authorized to do so.

**Agreement Modifications.** All terms and conditions of this Agreement shall be binding upon the parties and their representatives. This Agreement states the entire agreement and understanding of the parties with regard to the subject matter of this Agreement. This Agreement shall be construed by and enforced in accordance with the laws of the State of Minnesota, which shall govern the validity and performance of this Agreement. Any legal actions will be held in Hennepin County, Minnesota, and the laws that apply.

**Miscellaneous.** This Agreement is irrevocable, and the rights of LHBA under this Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of LHBA. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement.