

Exhibitor Contract

30th Anniversary
Grove Park Inn Arts & Crafts Conference
Asheville, N.C. February 17 – 19, 2017

No need to sign or return this contract. It is provided for your records.
I recommend that you read and save it for future reference.
Your signature on the Worksheet will indicate your agreement to abide by
the terms of this contract and the exhibitor packet.

Note: Each exhibitor must be registered with the North Carolina Department of Revenue in order to legally sell items and collect sales tax in this state. There is no fee. To register, go to www.dornc.com, click on Tax Forms, click on Sales & Use, click on NC-BR “register online” and follow the instructions. Since this is a heavily advertised show, state revenue agents may come to the Omni Grove Park Inn and request to see your North Carolina permit. If you do not have one, they can close you down and you may be fined.

Terms

This agreement is made and entered into as of the 3rd day of May, 2016, by and between Bruce E. Johnson, hereinafter referred to as "Johnson," and the exhibitor whose name appears on the Worksheet, hereafter referred to as "Exhibitor."

Bruce E. Johnson, an individual residing in Fletcher, North Carolina, has been appointed by The Omni Grove Park Inn, Inc. as its exclusive agent for the limited purpose of booking the Arts & Crafts Conference on February 17-19, 2017 at the hotel. The Exhibitor desires to use a portion of the Hotel at certain times for the purpose of conducting thereon certain activities related to the Conference. Said activities shall be subject to the terms and covenants of this agreement.

Terms of Agreement

Now, therefore, for good and valuable consideration and the mutual promises herein contained, the parties agree as follows:

1. Displays:

ANTIQUES: The Exhibitor shall use and occupy his/her designated space only for the purpose of displaying and offering for sale antiques from the Arts & Crafts era and in the Arts & Crafts style, as determined by Johnson, and for no other purposes whatsoever without the written approval of Johnson.

CONTEMPORARY CRAFTSFIRMS and BOOKS SHOW: The Exhibitor shall use and occupy his/her designated space only for the purpose of displaying and offering for sale new works in the Arts & Crafts style, as determined by Johnson, and for no other purposes whatsoever without the written approval of Johnson.

2. Exhibitor shall indemnify Johnson and the Omni Grove Park Inn and their officers, agents, and employees against all loss, damage, expense, and liability resulting from theft or damage of merchandise, injury to or death of persons, including, but not limited to, employees of Exhibitor, The Omni Grove Park Inn, and Johnson arising out of or in any way connected with Exhibitor's access to or use of the Hotel, however caused.

3. The term of this Agreement shall commence as of the date of execution thereof and shall continue in full force and effect until February 20, 2017. Either party shall have the right to cancel this Agreement at any time, upon giving thirty (30) days written notice. Any cancellation by the Exhibitor after **October 1, 2016** shall result in the forfeiture of the Exhibitor's deposit.

4. Exhibitor shall obtain any and all permits, licenses, and authorizations which may be required by any and all governmental authorities with respect to the activities, including All installations and equipment used by Exhibitor in performing the activities shall be maintained and installed in strict conformity with the requirements of the Board of Fire Underwriters, as well as local, state, and federal laws, rules, and regulations.

5. Any and all taxes, fees, and assessments, including, but not limited to license fees, fees for permits, profits, sales, or use taxes, personal property taxes, or any other taxes which may be levied or assessed on the assets, business or capital of Exhibitor or on Exhibitor's income therefrom, by any duly constituted government authority, shall be borne and paid for by Exhibitor.

6. Johnson has and shall from time to time set forth rules and regulations governing the activities. Exhibitor agrees to abide by all such rules and regulations as set forth in full herein and in subsequent published materials.

7. It is expressly agreed that Exhibitor shall not assign its rights nor delegate its duties under this Agreement without the prior written consent of Johnson. Any assignment of rights, subleasing of exhibition space or delegation of duties by Exhibitor without the prior written consent of Johnson is prohibited and may result in the termination of this and subsequent agreements between Johnson and Exhibitor.

8. On revocation, surrender, or other termination of the license hereby given, Exhibitor shall quietly and peaceably surrender the Premises and shall remove all fixtures, merchandise, equipment, and other things placed by Exhibitor on the Premises hereunder. Exhibitor shall maintain the Premises in a neat and clean condition and, at the conclusion of the Activities, shall leave them in at least as good condition as they were before the performance of the Activities.

9. The license given herein is not exclusive and Johnson reserves the right at any time to grant other or similar licenses to use or occupy the Premises.

10. The risk of loss or damage to any materials, equipment, merchandise, or any other personal property of the Exhibitor or his/her consigners used on Hotel's property in the performance of its obligations under this Agreement shall remain solely with Exhibitor.

11. This Agreement shall be governed by the laws of the state of North Carolina, and all disputes concerning this Agreement shall be brought in Asheville, North Carolina. If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force and effect.

12. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

13. The Exhibitor and Johnson mutually agree to abide by all terms and regulations set forth in this contract and in the Exhibitor's Packet mailed prior to the conference. In the event that the Exhibitor has violated any of the terms of this agreement, Johnson shall have the right to revoke this license and the Exhibitor shall remove himself and his/her merchandise from the exhibition hall on demand.

14. If for any reason beyond Johnson's control, the show cannot be held where and when planned, this contract will be cancelled without liability to any parties involved.

15. ANTIQUES: The Exhibitor agrees to use the assigned space as an Arts & Crafts antiques exhibit for pieces that are for sale. **Exceptions must be specifically approved by Johnson.** The Exhibitor also agrees to set up and maintain a display indicative of the highest professional standards and in no way similar to flea market or equivalent presentations.

CONTEMPORARY CRAFTSFIRMS and BOOKS SHOW: The Exhibitor agrees to use the assigned space as an exhibit for new works that are for sale. **No antiques may be offered for sale in the Contemporary Craftsirms and Books Show Exhibitor's assigned space. No antiques may be used for display purposes without the express written permission of Johnson.** The Exhibitor also agrees to set up and maintain a display indicative of the highest professional standards and in no way similar to flea market or equivalent presentations.

16. All Exhibitor items in the assigned space must be clearly marked with the Exhibitor's asking price. Exhibitors are not required to price items during set-up, but must have prices clearly marked on each piece when the show opens to the public. All items in the booth must be truthfully represented both orally and, if requested by a buyer, in writing. Johnson has the right to order withdrawn from the exhibit any item which in his opinion is not directly attributable to the Arts & Crafts movement, any item which is not being truthfully represented, or any item which he feels is in any way detrimental to the antiques show.

17. During the week of the Conference Johnson will provide professional security guards around the exhibition area from 7:00pm Thursday until 8:00am Friday; from 6:00pm Friday until 12:00pm (noon) Saturday; and from 6:00pm, Saturday until 11:00am Sunday, as well as during show hours, as he deems necessary. At no time will Johnson or Omni Grove Park Inn assume responsibility for any injury and any personal property damage or loss to himself/herself, his/her associates and employees and their property, including antiques in the exhibit space or on the property of the Hotel while attending the conference. The Exhibitor expressly releases Johnson and his staff and the Omni Grove Park Inn and their staff, as well as the owners, the management and the employees of the Hotel from any liability for any loss, damage or injury to persons or personal property occurring at the conference.

18. The Exhibitor agrees to keep the assigned booth in good order and shall return the space at the end of the show in the same condition as it was provided. The Exhibitor agrees to accept liability for any damage to the facility, including walls, tables, woodwork, floors, carpets and drapes, caused by the installation, use or dismantling of his/her exhibit. No food will be permitted in the booth during show hours. No smoking will be permitted in the exhibition hall or hallways at any time.

19. The Exhibitor agrees to arrange his/her merchandise in the assigned space in such a way that other exhibitors will not be blocked from view or customers from their entrance. Exhibitor also agrees to keep his/her merchandise within the defined measurements of the booth. No extensions into the aisle, exits or adjoining booths will be permitted without the approval of Johnson. Johnson will provide at no additional expense to the Exhibitor draped display tables and chairs.

20. The first set-up session will commence at 8:00am on Thursday and will close at 7:00pm that same day. The second set-up session will commence at 8:00am on Friday and will close at 1:00pm that same day. The order in which exhibitors unload their merchandise will be determined by Johnson. No exhibitor will be allowed on the loading dock during set-up except when his/her merchandise is being unloaded from the truck at the loading dock. No entry into the exhibition area will be permitted by the security guards once either set-up session concludes, unless accompanied by Johnson or his assigned representative. No items may be sold to the public in the areas adjacent to the exhibition hall during set-up sessions.

21. Show hours will be: Friday from 1:00pm until 6:00pm; Saturday from 12:00pm until 6:00pm; Sunday from 11:00am until 4:00pm. Any changes in these hours will be announced prior to the conference. The Exhibitor or his/her assigned representative must be in the booth and available to customers during all show hours.

22. The Exhibitor agrees to do no packing or moving out of unsold merchandise before 4:00pm on Sunday, unless permission is expressly granted by Johnson. Johnson will determine the order in which exhibitors will have access to the loading docks during tear-down. The Exhibitor agrees to have all merchandise removed from the exhibition space no later than midnight that same day.

23. In order to insure maximum security for the Exhibitors, the general public will not be allowed to bring any antiques into the exhibition hall. For that same reason, no items will be allowed to leave the exhibition hall during show hours without a sales receipt.

24. The Exhibitor agrees not to assign, share or sublet his/her booth or any part thereof without the written consent of Johnson.

25. Each assigned space may be represented during set-up by no more than two persons per business. Security personnel will only admit those persons who have been approved in writing by Johnson into the exhibition hall during set-up. Any Exhibitors attempting to assist unauthorized persons in gaining entry into either set-up session will not be offered a contract for the following year.

26. In the event that the Exhibitor fails to comply in any respect with the terms of this agreement, all deposits and payments for exhibition space shall be deemed earned and non-refundable by Johnson. Johnson shall then have the right to occupy the space in any manner which he deems is in the best interest of the show.

27. The Exhibitor also agrees that if he/she requests that this contract be cancelled after October 1, 2016, the Exhibitor's deposit shall be forfeited.

28. In order to be considered for acceptance, a deposit and a signed copy of the Worksheet must be returned to Bruce Johnson, 25 Upper Brush Creek Rd., Fletcher, NC 28732, postmarked no later than May 3, 2016.

If you have any questions, please contact Bruce Johnson at (828) 628-1915.