



**Sponsored by the Saratoga Springs Lions Club, Inc.  
Saratoga Springs City Center · Saratoga Springs, NY · July 14, 2018  
APPLICATION AND CONTRACT FOR EXHIBIT SPACE**

Company Name ("Exhibitor")	
Contact	
Title	Email
Billing Contact	Email
Address	
City/State/Zip	
Phone #	
Company Name to be Used in Promotional Material and Signage	
New York State Tax Identification Number (required if you plan to sell taxable products)	

**1. EXHIBITOR BOOTHS**

**PREMIUM SPONSORS**

Premium Sponsors are assigned larger booths in preferred locations and receive other promotional benefits. If you are interested in this opportunity, please email [thechipfestival@gmail.com](mailto:thechipfestival@gmail.com) or call Dione Ramsdill at 518-810-6477 before submitting this Application.

**REGULAR EXHIBITOR BOOTHS - 15' wide by 10' deep**

Space rental for a Regular 15' x 10' exhibitor booth is \$350. An additional, adjacent 15' x 10' booth may be requested. Booth space is subject to availability at the time of receipt of this application. Booth space will be assigned on a first-come, first-served basis. The Saratoga Springs Lions Club, Inc (the "Saratoga Springs Lions Club") may reassign Regular booth locations in its sole discretion.

**2. PRODUCT DISPLAY** – The Chip Festival is open to businesses that produce any type of chip, pretzel, dip, salsa, chip-related condiment, soft drink or other snack product sold to consumers. Exhibitors must provide samples or tastings for attendees. Please list the products to be exhibited or promoted at The Chip Festival 2018.

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The Saratoga Springs Lions Club reserves the right to determine the eligibility of a product to be exhibited at the Chip Festival.

**3. PRODUCT SALES** – Exhibitors that have a New York State Sales Tax ID may sell products at the Chip Festival. If you plan to sell a taxable product, please provide your NYS Tax ID Number. Listings of taxable and exempt food products can be found at [www.tax.ny.gov](http://www.tax.ny.gov).

**4. INSURANCE** – Exhibitors are required to carry comprehensive public liability insurance with limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for a bodily injury (including death) or property damage occurrence. Exhibitor's general liability shall be primary and non-contributory.

**5. FEES AND PAYMENT** - Please use the following to determine your total space rental fee and the amount of the deposit due.

Regular 15' x 10' Booth @ \$350	
Additional 15' x 10' Booth @ \$350	
Premium Booth/Sponsorship	
<b>Total</b>	
10% Deposit Due with Application	
<b>Balance Due by 5/31/18</b>	

Payment may be made by check or credit card. Please make checks payable to the Saratoga Springs Lions Club.

( ) Payment Enclosed ( ) Charge my credit card

Amount enclosed or to be charged \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name on credit card \_\_\_\_\_ Sec. Code \_\_\_\_\_

Zip Code \_\_\_\_\_ Signature \_\_\_\_\_

**6. EXHIBITOR AGREEMENT** - The signature below confirms Exhibitor's agreement to the terms and conditions of this Application and the Exhibitor Agreement attached hereto. Written acceptance of this Application by the Saratoga Springs Lions Club constitutes a contract. The Exhibitor Agreement may not be modified except with the written agreement of both parties.

**Signature/Title** \_\_\_\_\_

**Date** \_\_\_\_\_

This Application may be submitted online at [thechipfestival.com](http://thechipfestival.com), by email to [thechipfestival@gmail.com](mailto:thechipfestival@gmail.com), or by mail to: Saratoga Springs Lions Club, Attn: Chip Festival, P.O. Box 166, Saratoga Springs, NY 12866. If you have questions, please call Dione Ramsdill at 518-810-6477 or email [thechipfestival@gmail.com](mailto:thechipfestival@gmail.com).

DO NOT WRITE IN THIS SPACE, FOR TCF USE ONLY

Booth # Assigned \_\_\_\_\_ Amount Received \_\_\_\_\_

Date Received \_\_\_\_\_ Balance Due \_\_\_\_\_

## EXHIBITOR AGREEMENT

Exhibitor and the Saratoga Springs Lions Club, Inc. ("the Saratoga Lions Club" or "the Club") agree to the following terms and conditions.

**Exhibit Space and Booth.** Exhibitor agrees to rent space for its booth at the Chip Festival to be held at the Saratoga Springs City Center between the hours of 10 a.m. and 4 p.m. on Saturday, July 14, 2018. The amount of space rented is set forth in Exhibitor's Application or a separate Premium Sponsor Addendum to this Agreement. Exhibitor may not assign or lease this space to a third party. Exhibitor acknowledges that its participation in the Chip Festival is on a non-exclusive basis and that similar or competing exhibitors may participate.

**Fees and Expenses.** Exhibitor shall pay the Saratoga Lions Club a fee for rental of booth space and participation in the Chip Festival as specified in the Application. Ten Percent (10%) of the Exhibitor Fee shall be paid with the Application. The remainder of the Exhibitor Fee, along with all outstanding sponsorship or other fees (if applicable), shall be paid by Exhibitor to the Saratoga Lions Club on or before May 31, 2018. Exhibitor shall pay its own expenses of participation in the Chip Festival.

**Booth Location.** Regular booth space will be assigned on a first-come, first-served basis. The Saratoga Lions Club reserves the right to alter the floor plan and/or reassign any Regular Exhibitor's booth location as deemed advisable. Booths shall not obstruct other exhibitors or the aisles.

**Use of Space; Samples.** The rented space may only be used to exhibit any type of chip, pretzel, dip, salsa, chip-related condiment, soft drink or other snack product sold to consumers. Exhibitors must offer samples of its products to attendees. Samples may only be offered within the space of the booth. Any sample that is not in a sealed container shall be presented in a hygienic manner in separate cups and in accordance with standards found at <http://www.health.ny.gov/publications/3138/>. No alcoholic beverages may be displayed or distributed.

**Product Sales.** If Exhibitor plans to sell product at the show, it represents and warrants that it is authorized to collect sales tax in the State of New York and that it will collect and pay any and all taxes required by law.

**Supplies and Equipment.** Exhibitor shall be solely responsible for providing any supplies or equipment used in its booth. The Saratoga Lions Club and the Saratoga Springs City Center Authority ("the City Center Authority") cannot and will not be responsible for damage, loss or theft of property belonging to Exhibitor or any of its agents, employees, visitors or guests. All property of Exhibitor is understood to remain in Exhibitor's care, custody and control in transit to or from or within the confines of the Saratoga Springs City Center. Each exhibitor must carry its own insurance.

**Installation, Show and Dismantlement.** Exhibitor agrees to install and dismantle its exhibit, and to deliver and remove any product samples, within time frames specified by the Saratoga Lions Club. Exhibits may not be removed from the City Center until final closing of the Chip Festival, except with the agreement of the Club. Any displays, product, or materials left in booths or at the City Center will be discarded. The Club reserves the right to refuse admittance of exhibits or materials to the show until all fees owed are paid in full.

**Permits.** Exhibitor shall be solely responsible to obtain any permits and licenses required in connection with its participation in the Chip Festival.

**General Show Policies.** Noisy or offensive exhibits are prohibited. Exhibitor may not display signs that are not professionally prepared or that detract from the appearance of the show in any manner. The Saratoga Lions Club shall have sole control over admission policies. The Club reserves the right to stop or remove from the show any Exhibitor or representative performing an act or practice which in the opinion of the Club is objectionable, unethical, or detracts from the dignity of the show.

**Rules and Regulations.** Exhibitor shall comply with the Saratoga Springs City Center Exhibitor Guidelines, including the Exhibitor Booth Parameters, attached hereto and made a part hereof.

**Limited License.** Exhibitor hereby grants the Saratoga Lions Club a limited, non-exclusive license to use Exhibitor's trade names, trademarks and service marks in connection with the Chip Festival and any promotional or marketing material related thereto.

**Limitation of Liability.** Exhibitor acknowledges that the Saratoga Lions Club has not made and makes no representation or warranty regarding the Chip Festival. Other than any requested refund of prepaid Exhibit Fees, neither the Club or the City Center Authority shall be liable to Exhibitor for any costs, damages, or expenses incurred as a result of any cancellation, postponement or re-siting of the Chip Festival due to events beyond their control.

**Hold Harmless and Indemnification.** Exhibitor shall defend, indemnify and hold harmless the Saratoga Lions Club, the City Center Authority and their respective members, directors, officers, agents and employees from and against any and all liability, damages, loss, expense, or costs (including reasonable attorney's fees) arising out of any claim for recovery for bodily injury, death or property damage sustained by any person or entity arising out of or incidental to Exhibitor's rental of space and/or participation in the Chip Festival, except to the extent caused by the negligence or willful misconduct of the Saratoga Lions Club, the City Center Authority, the City of Saratoga Springs, or any of their respective members, directors, officers, agents or employees.

**Insurance.** Exhibitor shall have comprehensive public liability insurance, with limits of liability not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for a bodily injury (including death) or property damage occurrence. Exhibitor's general liability shall be primary and non-contributory. Exhibitor shall also maintain workers' compensation insurance as required by law, which shall not include a waiver of limitation of liability. Exhibitor shall provide a Certificate of Insurance naming the Saratoga Springs Lions Club, Inc., the Saratoga Springs City Center Authority, and the City of Saratoga Springs as additional insureds no later than May 31, 2018.

**Termination by the Saratoga Lions Club.** The Saratoga Lions Club may terminate this Agreement with or without cause at any time upon fifteen (15) days prior written notice to Exhibitor. In the event this Agreement is terminated by the Saratoga Lions Club without cause, the Club will refund the Exhibitor Fee (including Sponsorship Fees, if any). If the Club terminates the Agreement for cause, the Exhibitor Fee will not be refunded.

**Termination by the Exhibitor.** Exhibitor may terminate this Agreement and withdraw from the Chip Festival at any time upon fifteen (15) days prior written notice to the Saratoga Lions Club. In the event this Agreement is terminated by Exhibitor without cause, the Exhibitor Fee (including sponsorship fees, if any) will not be refunded and the Saratoga Lions Club shall have the right to use the rented space as it determines in its sole discretion, including renting the space and/or booth to another exhibitor.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. Jurisdiction of any action or proceeding arising from this Agreement shall be in New York, with venue in a court of competent jurisdiction in Saratoga County.

**Addendum.** Exhibitor's Application for Exhibit Space, the Saratoga Springs City Center Exhibitor Guidelines, and, if applicable, any Premium Sponsor Addendum hereto are hereby incorporated into this Agreement by reference and made an integral part hereof.