

LEARNING 2017 EXPO

All applications are processed on a first-come, first-served basis. This application must be completed and signed, and accompanied with payment before it can be accepted by **Rocket City Mom Media Group, LLC. at 6275 University Drive Suite 37 #475, Huntsville, AL, 35806.** Incomplete/incorrect applications will be returned and not entered into the booth assignment process.

Company Name:
Mailing Address:
City/State/Zip:
Telephone:
Contact Person:
Contact Email:

Please provide a brief description of the products and/or services you intend to display/advertise (required):

EXHIBITORS BOOTH SPACE – \$250.00 \$ _____

Includes a booth (6' table, two chairs and table covering), logo on website (with link), mention in program, as well as mentions on all RCM social media.

PAYMENT TERMS:

SPONSORS and EXHIBITORS: Full payment is due upon submission of this application. Failure to comply may result in forfeiture of the benefits of sponsorship and your right to exhibit.

CANCELLATION: No refunds. As this is a fundraising event, if you have to cancel you will receive a tax-receipt for 100% of your cost from TBD 501(c)3 organization.

Signature for Contract _____ Date _____

Individual or Company Represented (Please print) _____

2017 RocketCityMom.com Learning Expo Contract Terms and Conditions (Sponsor/Exhibitor)

- Terms: Hereafter, "Sponsor/Exhibitor" refers to the company or individual named on the contract, "Management" to representatives of Rocket City Mom Media Group, LLC, "Facility" to Earlyworks Family of Museums, Huntsville, AL, and "Fair" to Learning Expo.
- Rules and Regulations: Sponsor/Exhibitor agrees to abide by all rules and regulations adopted by Management and Facility. Sponsor/Exhibitor agrees that Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during or after the Fair. (Sponsor/Exhibitor also agrees to observe all union contracts and labor relations agreements in force as well as any agreements between Management and Facility.)
- Cancellation Policy: There will be no refunds, if exhibitor cannot participate, they will receive a tax donation receipt for 100% of their payment from TBD 501(c)3.
- Subletting: Sponsor/Exhibitor shall not sublet or appropriate any portion of the space secured by/in this contract.
- Insurance: Management shall not under any circumstance whatsoever be liable or responsible for (a) any loss, damage, theft, or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to Sponsor/Exhibitor or for which Sponsor/Exhibitor is responsible, (b) any damage or injury suffered by Exhibitor, his/her employees, agents, contractors or by any person, or (c) any loss, damage, injury or cost whatsoever suffered by Sponsor/Exhibitor for reason of any change in the date, time or place of the Fair or the abandonment thereof.
- Liability: Rocket City Mom Media Group, LLC, will require one of the following from each Sponsor/Exhibitor at the time each Sponsor's/Exhibitor's application is accepted.
 - A copy of an event and product liability policy (covering the event and ongoing product liability), acceptable to Management. The policy must be good for at least \$1,000,000 per occurrence/\$2,000,000 aggregate and must name Rocket City Mom Media Group, LLC as loss-insured against claims arising from or in any way connected with Sponsor's/Exhibitor's presence or operations at the Fair; OR
 - A notarized "release from liability/ indemnification and hold harmless" form, releasing Rocket City Mom Media Group, LLC from any and all liability arising from or in any way connected with Sponsor's/Exhibitor's presence or operations at the Fair AND any and all continuing product liability associated with Sponsor's/Exhibitor's product or service.
- If event and product liability insurance is not held by a Sponsor/Exhibitor at the time of application, a release form may be signed and traded for proof of insurance when the Sponsor/Exhibitor has secured it.
- Indemnity: Sponsor/Exhibitor accepts all risks associated with the use of the exhibit space and environs. Sponsor/Exhibitor shall not make any claim or demand or take any legal action whatsoever against Management, Facility or Fair sponsors for loss, damage or injury howsoever caused, to Sponsor/Exhibitor, its officers, employees, agents or their property. Also, Sponsor/Exhibitor agrees to indemnify and hold harmless Management, Facility and Fair sponsors, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space and its environs, for personal injuries, death, property damages or any other damage sustained by Sponsor/Exhibitor and its officers, agents, employees or those for whom they are responsible.
- Set-Up: All booths must be set up within specified time (i.e., 8:00 am - 9:00 am, January 28, 2017); no major alterations may be made during the Fair itself. In the event that a booth is closed or unattended at any time during the Fair, Management reserves the right to open or remove any coverings, etc., but shall be under no liability to Sponsor/Exhibitor for any loss or damage which may be caused as a result of the booth being "opened" but unattended.
- Knockdown: For safety reasons, no display shall be in any way dismantled or removed before the scheduled move-out time (i.e., 2:00 p.m., January 30, 2017.)
- Conduct: Management reserves the right of approval for all displays and promotional literature. Promotional draws and giveaways must be approved by Management prior to the Fair. Orders for products may be taken and merchandise may be sold at the Fair.
- Liability and Cancellation or Curtailment: Adequate and reasonable security will be provided at all times by Management at the Fair. However, in the event that Earlyworks Museum is destroyed or becomes unavailable for occupancy, for reasons beyond the control of Management and/or Fair sponsors, or if for any reason Management or Facility is unable to permit Sponsor/Exhibitor to occupy the space, or if the Fair is cancelled or curtailed, Management will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that Sponsors/Exhibitors may suffer. The reasons for cancellation or curtailment include, but are not limited to, casualty, explosion, fire, lightning, earthquake, hurricane, tornado or any other act of God, acts of public enemies, strike, lockout or boycott.
- NSF Check: In the event that a Sponsor's/Exhibitor's check is returned by a bank due to insufficient funds, an additional \$100.00 administrative fee will be assessed the Sponsor/Exhibitor.
- Notification and delivery of any prizes (other than door prizes) awarded by individual Sponsors/Exhibitors (e.g., random drawings at their booths) will be the responsibility of the individual Sponsors/Exhibitors.
- Small Print: With the best interests of the Fair in mind, all circumstances not covered in this contract will be subject to the decision of Management. Management will have full discretion in the interpretation of all terms, conditions and rules herein and will make any amendments necessary to govern the Fair.

Individuals/companies eligible for a "Release from Liability/Indemnification and Hold Harmless Waiver" may sign the following agreement in lieu of

having their own event and/or product liability insurance, so long as they understand that they are assuming all responsibility and liability and releasing Rocket City Mom Media Group and their respective officers, employees or agents of all such responsibility and liability.

INDEMNIFICATION AND HOLD HARMLESS

I, the undersigned, agree to accept all risks associated with my participation in the 2017 RocketCityMom.com Learning Expo 2017. I shall not make any claim or demand or take any legal action whatsoever against Rocket City Mom Media Group, LLC or their respective officers, employees or agents, for loss, damage or injury howsoever caused, to myself or company, its officers, employees, agents or property.

Also, I agree to indemnify and hold harmless Rocket City Mom Media Group, LLC and their respective officers, employees or agents, against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space and its environs, for personal injuries, death, property damages or any other damage sustained by myself, my company or its officers, agents, employees or those for whom they are responsible.

Finally, I agree to defend, indemnify and hold harmless Rocket City Mom Media Group, LLC and their respective officers, employees or agents from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Rocket City Mom Media Group, LLC or their respective officers, employees or agents, pursuant to this agreement, except for those actions or liabilities which are due to the misconduct or negligence of Rocket City Mom Media Group, LLC, and their respective officers, employees or agents.

Signature for Release _____ Date _____

Individual or Company Represented by Signature _____