

# 2024 BLUES & BBQ FEST TERMS AND CONDITIONS

**1. APPLICATION AND ELIGIBILITY:** Application for booth space must be made via the form provided by Women United International LLC (hereinafter WUI); must contain the information as requested; and must be executed by an individual who has the authority to act for the applicant (hereinafter "Exhibitor"). WUI reserves the right, in its sole discretion, to limit the types of companies and products represented in its Southeast Blues & BBQ Festival, to accept or reject applications and to assign booth space as WUI deems appropriate.

**2. EXHIBIT BOOTH PRICE:** The rental fee for a booth is \$75.00 for Arts/ Crafts & Commercial vendors & \$150.00 for large food and beverage vendors. See the Downtown St. Mary's location plan for booth sizes. WUI Partners/Sponsors in good standing receive one booth at no charge (Diamond Partners/ Sponsors receive additional amenities).

**3. PAYMENT:** Non-Partnering Companies - Full payment of the applicable rental fee for each booth is due with the signed contract in order to hold your booth space.

**4. CANCELLATION OF BOOTH SPACE/LOSS OF PAYMENT:** In the event the Exhibitor cancels or otherwise notifies WUI of its intent to repudiate this contract on or prior to August 10, 2024, WUI shall retain 50% of the full exhibit booth price as liquidated damages. If WUI receives such notice after August 10, 2024, WUI shall retain the full exhibit booth price as liquidated damages. The parties acknowledge and agree that the precise damages which will be suffered by WUI as a result of an Exhibitor's cancelling or repudiating this contract are uncertain and not subject to precise calculations and that the liquidated damages set forth herein are a reasonable estimate of the damages likely to be incurred.

**5. BOOTH FURNISHINGS, EQUIPMENT AND SERVICE:** An exhibit booth of 10' X 10' (2 BOOTH MAX PER VENDOR) will be provided, Exhibitors will also be responsible for any additional charges (+\$25) for such electrical needs. Space larger than 10' x 10' is \$150 (contact us to discuss your circumstance). This should be paid when exhibitors application is submitted. **All food vendors MUST have a minimum of 5 lb. ABC fire extinguisher.** Generators will be allowed at the discretion of the WUI Committee. No refunds will be given if use of a generator is refused. Decisions of the WUI Committee are final.

**6. ASSIGNMENT OF BOOTH SPACE:** Booth space will be assigned by WUI in its sole discretion as Application / Agreement and payment are received and accepted provided; however, that WUI Partners shall be given preference in the allocation of exhibit space and assignments of exhibit locations. WUI reserves the right to make and/or to change all booth assignments as it deems appropriate.

**7. INSTALLATION/DISMANTLING AND STAFFING OF EXHIBITS:** Installation hours for exhibitors are Saturday, **September 21, 2024, from 9:00 am –11:00 am.** Exhibit booths must be staffed during all open hours and Exhibitors will not be permitted to dismantle prior to the close of the show on Saturday. Dismantling of exhibits will be from 7:00 pm - 10:00 pm, Saturday, September 21, 2024. Any Exhibitor violating this regulation of dismantling will be denied exhibit space in future WUI trade expositions. **Absolutely no vehicles will be allowed in the Arts & Crafts / Commercial and Food Areas for break down until after 6:30 p.m. \*times are subject to change\***

**8. FAILURE TO OCCUPY SPACE:** Any space not occupied by 1:00 pm on Saturday, September 21, 2024, shall be forfeited by the Exhibitor and space may be resold, reassigned, or used by the exhibit staff without refund, unless a written request for delayed occupancy has been received by the WUI office by August 14, 2024, and received written approval. WUI reserves the right to reject future applications for exhibit booth space at WUI Southeast Blues & BBQ Festival and other functions in the event the Exhibitor does not staff its exhibit booth during all open show hours.

**9. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY:** The Exhibitor expressly represents that its exhibit complies with all fire and safety rules and regulations adopted by all applicable governmental agencies, The City of St. Mary's and Women United International. In the event WUI were to be liable for any occurrence that might result from the Exhibitor's action or failure to act, including, but not limited to, acts or omissions constituting negligence, deceptive trade practices, strict liability, or the creation of a liability resulting from an unreasonably dangerous product (products liability), such exhibitor shall reimburse and indemnify WUI for damages resulting from such liability and the costs incident hereto including attorneys' fees and costs of litigation. Exhibitor further agrees that it shall hold harmless and indemnify WUI for any loss, damage, expense, or penalty arising from any action, including an action based upon strict liability or negligence, for personal injury or property damage to exhibitor, its employees, guests or property.

**10. SECURITY:** While WUI shall use reasonable efforts to have the exhibit hall secured during non-exhibition hours, WUI does not guarantee or insure that the exhibit hall shall be so secured and does not assume responsibility for the safety of property left in the exhibit hall at any time. Any exhibit booth which is not located in the exhibit hall shall not be secured. Exhibitors agree that they shall be solely responsible for valuables and other possessions left in an exhibit booth.

**11. INSURING THE EXHIBITS:** WUI will not provide insurance for Exhibitors exhibits, mechanical or display materials. Exhibitors are encouraged to insure their exhibits, merchandise and display materials against theft, fire, etc., at their own expense.

**12. CANCELLING EXHIBIT:** If for any cause beyond the control of WUI, such as, but not limited to the destruction of exhibit facilities by an act of God, the public enemy, authority of law, fire or other force, WUI is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by Exhibitor shall be refunded to Exhibitor within 90 days, less expenses incurred by WUI to the date of termination allocable to Exhibitor after proration thereof among all exhibitors.

**13. BOOTH SHARING:** Only one company may display in the booth(s) in which they have paid. WUI does not allow booth sharing of any kind.

**14. HEALTH DEPARTMENT INSPECTION :** All food vendors, may be subject to inspection by the Camden County Health Department prior to selling any and all food items. No additional inspection fee will be applied for this service, however every food vendor must be inspected. If the Health Inspector finds a violation of the Health Code, They will advise the vendor on how to resolve the problem. If the vendor is unable to correct the violation, he will not be allowed to sell at the Southeast Blues & BBQ Festival . No refunds will be issued under these circumstances. For more information, contact the Camden County Health Department at (912) 729-6012.

**15. SALES TAX:** All vendors are responsible for the collection and payment of all sales tax. For more information, please contact the Sales and Use Tax Division at (912) 389-4094.

**16 MISCELLANEOUS:** The Exhibitor expressly agrees to be bound by all the terms, conditions and specifications herein listed and by the Rules and Regulations established by WUI from time to time thereafter modified, and expressly agrees that this contract and such Rules and Regulations contains the entire agreement.

**[SoutheastBluesandBBQ.Vendor@gmail.com](mailto:SoutheastBluesandBBQ.Vendor@gmail.com)**

