



SANTA TERESA CHURCH 12TH ANNUAL COMMUNITY FESTIVAL

794 Calero Avenue, San Jose, CA 95123

October 14-15, 2017

Set-up -Saturday, October 14th ~ 7:00 am-9:30 am
Festival Hours: Saturday, October 14th ~ 10 am - 9:00 pm

Sunday, October 15th ~ 9:00am - 6:00 pm

(We are not responsible for any items left at the parish)

EXHIBIT SPACE APPLICATION / CONTRACT

Please complete all sections below, sign and mail payment
(made out to Santa Teresa Church)

Santa Teresa Church

Attn: Donna Ingoglia 794 Calero Avenue, San Jose CA 95123

Company Name: _____

Contact Name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

List some items you will be selling: _____

EXHIBIT TABLE: **\$ 135.00 for entire weekend.**

Fees Include: the use of one 10 x 10 space under a completely covered canvas tent, one 6-foot table, two chairs, parking spot for weekend for 1 car, and company listing in all promotional materials

CHECK (Made payable to Santa Teresa Catholic Church). A \$ 25.00 fee will be applied for all Returned checks

VISA _____ Exp Date: _____ MASTERCARD

Name on Card (**PRINTED**): _____

Signature _____

Billing Address for Credit Card: _____

CVV Number: (three digit number above signature on back of card) _____

**** YOUR CREDIT CARD IS BILLED BY Santa Teresa Catholic Church ** Verification Initials** _____

I have a California Resale License - Resale License # _____ Expiration date: _____

I have read and agree to the terms of this contract.

Signature: _____ Date: _____

Participating in our Silent Auction is a great promotional opportunity for your company. Please initial here if you have a product or service you would like to donate to our Silent Auction _____

All Sales Are Final. For questions please call Donna at 408-826-9217 /
email at dgingoglia@aol.com or Donna@santateresachurch.com or leave a message at 408-629-7777 X 102

EXHIBIT SPACE RULES

1. Show Management. The term "Show Management" as used herein shall mean Santa Teresa Catholic Church.
2. Eligible Exhibits. Show Management reserves the right to determine the eligibility of any company or product for inclusion in the Show. No exhibitor shall exhibit in the space allocated to him any merchandise other than that specified in his application.
3. Music. No music of any kind shall be utilized by an exhibitor without written consent of Show Management.
4. Limitation of Liability. The exhibitor hereby agrees to indemnify, defend and protect Show Management and the facility harmless from, any and all claims, demands, suits, liabilities, damage, loss, and costs. Attorney fees and expenses of whatever kind or nature which might arise out of any action or failure to act of the exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property or harm or injury to a person or persons. The exhibitor agrees to make no claim for any reason whatsoever, including negligence against Show Management, its members or agents or employees, or the sponsors, or the lessors or owners of the exhibit premises for loss, theft, damage or destruction of property; nor any injury to themselves or employees while in the exhibit area.

5. On-Site Regulations. It is understood that the exhibitor shall not deface the premises in any way. Exhibitors will not be permitted to drive nails, hooks, tacks or put up decorations or adhesive that would deface the premises.
6. Display Characteristics. Facility lighting may not illuminate all areas evenly and effectively, and Management assumes no responsibility for providing additional lighting, at its own expense.
7. Rejected. Show Management reserves that right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving cause.
8. Insurance. Show Management is not responsible for loss or damage to exhibitor's property; and in the event the exhibitor desires to have the goods, samples and other property brought upon the exhibition premises insured against loss due to any cause, he shall obtain such insurance at his own expense.
9. Amendment to the Rules. Show Management reserves the right to adopt, orally or in writing, any additional rules or regulation, move or remove an exhibit, or take any further action if Show Management deems such action necessary for the good of the Show. Said action shall have the same force and authority as though fully incorporated in the agreement herein.
10. Subleasing/Sharing. Assignment (in whole or in part), subletting or licensing of space by the exhibitor or use of the space not authorized in writing by Show Management is prohibited.
11. Cancellation Policy. If an exhibitor fails to make payments due hereunder on the date or dates specified, then Show Management may cancel this agreement or change such exhibitor's space assignment at Show Management's sole discretion and without further notice.
12. Acts of God, Fire, Strikes, Etc. In the event that any outside cause, such as war, fire, strike, government action, or other emergency, or event of 'force majeure' prevents the Festival from being held, Show Management may retain such part of exhibitor's rental as shall be required to recompense Show Management for expenses incurred up to the time such contingency shall have occurred and Show Management shall not be responsible for any of the exhibitors expenses or damages resulting from such a cancellation or postponement of the exhibit.
13. Compliance with Laws. Exhibitors must comply with all laws, rules, regulations and ordinances in force. In addition, exhibitors are subject to the terms and conditions of the lease between Show Management and the lessor of the exhibit premises.
14. Show Location. If for any reason, Show Management determines that the location of the Show should be changed or the dates of the Show changed, no refund will be due the exhibitor, but Show Management shall assign to the exhibitor, in lieu of the original space, such other space as Show Management deems appropriate. Show Management shall not be financially liable or otherwise obligated in the event the Show is postponed or relocated.
15. Taxes and Licensees. Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local, state, or federal law applicable to their activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers any paying all taxes, license fees or other charges that shall become due to any governmental authorities at the exhibition.
16. California Law. This Agreement shall be deemed made in the State of California and shall be construed in accordance with the laws of the state of California applicable to contracts entirely made and performed therein.
17. The Entire Agreement. This agreement contains the entire agreement of the parties hereto with respect to the matters embraced herein and may not be modified, discharged or terminated, except by a written instrument, signed by the party to be charged.
18. Refunds. Prior to August 15, 2017, cancellation of all or a portion of exhibit space ordered is subject to a fee equal to 50% of the value of the exhibit space originally contracted. All cancellations must be in writing. For any cancellation after August 15, 2017 all outstanding balances become due and payable. No refunds will be made.

I have read and agree to the rules as outlined above:

Printed Name: _____

Signature: _____

Company Name printed: _____

Date: _____