

Shelby Amateur Radio Club (SARC) Terms of Use

1 CHARACTER OF HAMFEST - The purpose of SARC Hamfest is to promote the understanding and social nature of the avocation. The hamfest both complements and enhances the SARC efforts to which it is tied. SARC reserves the right to prohibit any exhibit, part thereof, or proposed exhibit that in its opinion is not suitable or in keeping with the spirit and character of the exhibit or the purpose of the SARC Hamfest. SARC reserves the right to restrict exhibits that become objectionable because of noise, method of operation, materials, or any other reason and also to prohibit or to evict any exhibit that in the opinion of the SARC Hamfest Committee may detract from the general character of the exhibit as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that the management determines is objectionable to the exhibit. In the event of such restriction or eviction, the SARC is not liable for any refunds of rentals, travel, or other expenses.

2 TERMS OF PAYMENT - The cost for rental of exhibit space is shown on the Reservation Request Form. The exhibit fee must accompany the requests. All requests must be accompanied by full payment. Requests for space will be considered only after a signed application and payment form have been received by the hamfest committee.

3 REFUND - Refund of the exhibitor's payment will be made in the event SARC does not accept the exhibitor's request. In the event the exhibitor desires not to occupy the contracted space, exhibitor shall promptly notify the Hamfest Committee. Cancellation of exhibit space before June 1st will result in a full refund of the exhibit price being retained by SARC. No refund will be made for cancellation after June 1st except under exigent circumstances, and each instance will be reviewed individually. Upon cancellation the exhibitor loses all rights to space. SARC reserves the right to reassign that space to another exhibitor.

4 CONSTRUCTION AND ARRANGEMENT OF EXHIBITS - Display materials should be arranged so as not to obstruct sight lines of neighboring exhibitors. Aisles must be kept free of materials at all times. All decorations must be flameproof, and exhibitors must comply with all city fire regulations. All electrical work requiring action beyond plug and play must be ordered through the fairgrounds manager's office (after contacting the SARC hamfest officials), to ensure that wiring conforms to the regulations of the National Electric Code.

5 EXHIBITS - Acceptance of this contract by SARC should in no way be construed as an endorsement of either an exhibitor or its products or services. Each exhibitor must deliver to the exhibit area all equipment, apparatus, goods, material, etc., and there erect and completely install the display in the space contracted for by such exhibitor. SARC reserves the right to make such modifications to the exhibit hours that may be necessary to meet program needs, with sufficient notice given to all contracted exhibitors.

6 EXHIBIT STAFFING and NAME TAGS - Exhibitor's name badges will be displayed at all times the Exhibitor is within their assigned space. Additional personnel must register prior to any operations within the assigned space. Name badges will be recorded at exhibitor check-in. The exhibitor or representative will be responsible for seeing that the badges are worn by the appropriate person. SARC will provide appropriate name badges when personal badges are not available.

7 ASSIGNMENT AND RELOCATION OF EXHIBITS - Exhibitors understand and agree that SARC has sole discretion on the assignment of booths. SARC is under no obligation to assign an exhibitor any of the booths preferred by the exhibitor. Further, SARC reserves the right to alter the exhibitor's assigned location at any time if deemed by its sole discretion to be in the best interest of the exhibits. Before exercising its discretion, SARC will consult with the exhibitor. All measurements shown on the diagrams are believed to be accurate, but management reserves the right to make such modifications as may be necessary to meet the needs of exhibitors and the exhibit programs.

8 INSURANCE - SARC shall not be liable for loss or damage of any article of equipment or property of an exhibitor that he or she may suffer during installation or removal or during the exhibit itself by reason of robbery, fire, accident, or any other destructive cause. The exhibitor, if desired, may obtain insurance.

9 UNFORESEEN EXPENSES - SARC will not be liable in any instance for any unforeseen expenses incurred by an exhibitor due to the terms of the lease that SARC has with the exhibit facility.

10 USE OF COPYRIGHTED MUSIC - Copyrighted music-either recorded or live is to be played in exhibit booths. This prohibition includes tapes, compact discs, videocassettes, television, and laser discs. Failure to comply could result in fees of up to \$1000 each day, for which offenders will be responsible. SARC will not make a determination as to any alleged violations, nor become an arbitrator in any case.

11 SHIPMENTS OF EXHIBITS - All freight and express shipments of an exhibitor's materials must be sent prepaid, NOT to the hamfest host, but to a person or entity chosen by the exhibitor, which will receive and transfer all exhibit materials to and from the exhibit area. The exhibitor will pay the cost of this service. All shipments will be released only to the representative showing full authorization for their receipt. Complete shipping instructions, drayage forms, and exhibitor's service information will be sent sixty days prior to occupying the exhibitor's assigned space. It is the responsibility of each exhibitor to arrange for the return shipment of his or her material, properly packaged and labeled before departure.

12 PROTECTION OF THE PUBLIC - Exhibitors must operate and maintain exhibits so that no injury will result to any persons or property. Each exhibitor undertakes and agrees to protect and hold harmless SARC and the officials, agents, and representatives from any and all claims for damages, suits, etc., by any person by reason of negligence of the exhibitor, its agents, representatives, or employees. Exhibitors agree to release and to protect and hold harmless SARC from any and all claims for damages, suits, etc., for injuries to themselves or their employees and for damages to property in their custody, owned or controlled by them, which claims for damages, suits, etc., may be incidental to, grow out of, or be connected with their use or occupation of space provided; however, nothing herein shall release SARC from any liability for claims, damages, suits, etc., that are the result of the fault or negligence of SARC.

13 SOUND-PRODUCING APPARATUS - No exhibitor shall show or operate any goods or apparatus that are noisy or objectionable to surrounding exhibitors or to Hamfest Management.

14 **MARKETING PARAMETERS** - All promotional material must be distributed from within the confines of the exhibitor's own area, except by permission of registered occupants of any other space. No exhibits bearing any name or form of advertisement may be displayed anywhere other than the space occupied, except by permission of registered occupants of any other space. Exhibitors are prohibited from scheduling hospitalities or programs outside of their exhibit space during times of the SARC official program.

15 **TAXES** - Exhibitor is solely responsible for obtaining a Tax Identification Number and paying all sales tax due to the state

16 **PASSES FOR EXHIBITORS AND THEIR EMPLOYEES** - Appropriate badges and identifications will be furnished to exhibitors and their employees by the SARC on proper registration if the exhibitor is unable to provide suitable badges.

17 **VIOLATIONS** - Any violation of any of the terms and conditions of these rules and regulations on the part of any exhibitor will nullify that exhibitor's right to occupy space, and such exhibitor will not be released from liability and will forfeit to SARC all monies that have been paid. In case of any violation of the terms and conditions of these rules and regulations on the part of the exhibitor, right is hereby given to SARC, at its option, to terminate the agreement to occupy space, and SARC may enter and take possession of the space occupied by the exhibitor and remove all persons and goods at the exhibitor's own risk.

18 **AMENDMENT TO TERMS AND CONDITIONS** - Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of SARC. SARC may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes, amendments, or additions shall be binding on exhibitor equal with the other terms and conditions contained herein.