

**First United Methodist Church of Plano Craft Fair Rules of Participation**

- **Approval:** Exhibitors who wish to participate in FUMC Craft Fair must submit an application no later than November 1, 2009, describing all products or services to be shown or sold. Approval shall be in the sole discretion of Missions Committee FUMC Plano pursuant to the description provided on the application form. All products and services will be reviewed for quality, integrity, and show compatibility. If approved, exhibitors agree to follow all Rules of Participation established by the Craft Fair Committee FUMC Plano.
- **Booking:** To reserve a space in FUMC Craft Fair, please submit a signed application and 50% of the total package fee. Upon receipt of the application and deposit, your application will be reviewed. If it is approved, your deposit will hold your space until the balance is due. The balance of your fee must be received by us no later than four weeks following notification of acceptance of the vendor, or two weeks prior to the event, whichever is sooner, to guarantee your booth space.
- **Payment:** Cash, checks, and money orders are acceptable forms of payment. If you paid your deposit by check, the outstanding balance must be paid at least four weeks before event dates. If the full balance has not been received by that date, your deposit and place at the show may be forfeited.
- **Cancellations/Transfers:** Upon approval, all payments made are non-refundable and non-transferable.
- **On-Site Check-In:** Exhibitors must check in at the Missions desk upon arrival. Exhibitors' space may be moved or forfeited if the exhibitor has not checked in 1 and ½ hours prior to the show opening. There will be a three-hour period (6 – 9 pm) the night before the event where vendors may check-in and do any preliminary preparations they wish to do for the event. Personnel provided by the exhibitor must staff the booth throughout the show.
- **Exhibitor Set-Up Hours:** Exhibitors can set-up their booth on Friday, Nov 12<sup>th</sup>, 6-9pm. Dismantle hours will be immediately following show closing. **Early breakdown is not permitted.**
- **Exhibitor Space /Regulation:** Exhibitor space will be assigned in a manner deemed appropriate by the Missions Committee of FUMC Plano. Exhibitors who pay for the right to choose their space, will be given priority on a first come first served basis. Other requests for specific exhibitor booths will be accepted, but all space assignments are in the sole discretion of Craft Fair Committee FUMC Plano.
- **Shared Space:** Half booths will not be sold, however, exhibitors are free to make arrangements on their own to share booths. If this is this case, then one exhibitor must volunteer to be the Primary. The Primary is responsible for submitting all payments and documentation and insuring all exhibitors in the space are adhering to all rules of participation.
- **Miscellaneous:**
  1. Signs may be used as desired within the booth. Signs must be of an appropriate nature. The Craft Fair FUMC Plano reserves the right to remove signs determined to be unacceptable.
  2. Loud or offensive exhibits are not permitted.
  3. Open flames cannot exceed one candle per booth..
  4. Exhibitors may not hand out materials or advertise in the aisles. Product demonstration and distribution is restricted to the assigned exhibit space. Blocking aisles and soliciting customers in the aisles is prohibited.
  5. Exhibitors are solely responsible for compliance with event policies, rules and regulations.
  6. Logos or products not approved are subject to immediate removal.

**Terms and Conditions for Participation**

1. If exhibitor manufactures or causes to be manufactured its own event related merchandise, said merchandise can be sold at the event. Exhibitor represents and warrants that such merchandise shall be free from defects, merchantable, and fit for its particular purpose.
2. In any agreement between Exhibitor and any third party relating to the manufacture, distribution or promotion of Exhibitor's event related merchandise to be sold at the Event or otherwise relating to the Event, Exhibitor agrees that such agreement will contain a clause substantially similar to the conditions contained herein. In addition, such agreement will contain a clause substantially similar to the following:  
“(Third Party) hereby covenants that it will not assert any claim against or look to Missions Committee FUMC Plano or any officer, director, employee or representative of FUMC Plano for satisfaction of any such obligation or claim.”
3. Exhibitor hereby represents and warrants that: (I) it (and all who act in its behalf) has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, (II) its Marks do not infringe the trademarks names or other rights of any other person (III) it has all government licenses, permits or other authorizations necessary to participate in the Event contemplated under this agreement; (IV) it will comply with the Terms and Conditions for Participation as well as all applicable laws, regulations and ordinances pertaining to the promotions and conduct of the Event.
4. **EXHIBITOR SHALL IDENTIFY AND HOLD HARMLESS FUMC PLANO, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS, DAMAGES LIABILITIES, LOSSES FINES, PENALTIES, COSTS AND EXPENSES OF ANY KIND OR CHARACTER, INCLUDING REASONABLE ATTORNEYS' FEES AND RELATED COSTS FOR ANY CLAIM, SANCTION, LEVY OR OTHER SIMILAR DISPUTE OR LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO EXHIBITORS PARTICIPATION IN THE EVENT OR EXHIBITORS FAILURE TO ADHERE TO THE TERMS AND CONDITIONS OF PARTICIPATION OR OTHER RULES OF THE EVENT.**
5. Complete Agreement. This agreement represents the entire agreement between the parties and supercedes all communications, understandings, or agreements, if any, expressed or implied, whether written or oral. Missions Committee FUMC Plano has made and makes no representation of any kind except those specifically set forth herein. The laws of the state of Texas shall govern this contract.
6. Missions Committee FUMC Plano reserves the right to cancel this Event at any time prior to the date of the Event with refund of all amounts paid by participants to Missions Committee FUMC Plano in connection with this Agreement. Otherwise, all payments are non-refundable.
7. Product/Service exclusivity is not available through this reservation.
8. Missions Committee FUMC Plano makes no claims and assumes no responsibilities for the amount of sales or success of its exhibitors. Exhibitor is solely responsible for meeting its/his/her obligations at the event.
9. This contract confers no rights of any kind to any event-related trademarks.
10. The relationship between FUMC Plano and the Exhibitor shall remain solely that of independent contractor and shall not be deemed a partnership, joint venture, principal-agent or employer-employee relationship for any purposes.

The signer of this Agreement on behalf of Exhibitor hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of Exhibitor and hereby binds Exhibitor to the terms hereof. Exhibitors are at all times bound by these Terms and Conditions of Participation, as well, all other Event rules and regulations.

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Business Name

\_\_\_\_\_  
Authorized Signature

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Date of Application