

Philadelphia Invitational Furniture Show:

2009 Contract

Philadelphia Cruise Ship Terminal

(in the Philadelphia Naval Yard at the South end of Broad St.)

March 28-29, 2009 Move-in and Preview March 27

Return completed contract to:

PIFS, 3605 Hamilton St, Phila PA 19104

(215) 832-0060 fax (215) 832-0354

Booth assignments and preferences awarded on a first come first serve basis

Show limited to first 100 exhibitor contracts received

2009 Invitations extended to anyone who exhibited in 2008 PIFS or who had 3 year's tenure in previous PFFS shows. New applicants see application types below.

First Name: _____ **Last Name:** _____

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Primary Contact #: _____ **Secondary Contact #:** _____ **Fax #:** _____

***E-Mail Address:** _____ **Web Address:** _____

**Please include pffshow.com in your e-mail address book. We will use e-mail for ALL exhibitor correspondence.*

BOOTH FEE INCLUDES:

- 100 Half Price ticket coupons for preferred customers
- color photo on website and in show catalog
(free if application rec'd before 10/17/08, \$75 thereafter)
- short bio on website
- artist statement on website
- hotlink from website
- contact information on website and show catalog

check application type

I have three year's tenure in previous PFFS shows, and/or I exhibited at the 2008 PIFS

These three tenured PIFS exhibitors are sponsoring my application

_____, _____,
_____ (see website for list of qualified exhibitors)

I am a new applicant and am sending 5 images of my work via e-mail (to josh@pffshow.com) for review of application by peer exhibitor committee.

I am a member Pennsylvania Guild of Craftsmen

BOOTH REQUEST:

Space sold by the square foot.

sizes: 5x5, 5x10, 5x15, 10x10, 10x15, 10x20, 10x30, 10x40, 15x15, 15x20, 15x25, 15x30 (Group booth space divided upon request and availability.)

cost: Base rate \$10 per square ft.

discounts: 200 sq. ft and above 4%, 300 sq. ft and above 8%
400 sq. ft and above 12%. (do not add any upcharges before calculating discount)

upcharges: Corner booth \$200, Island booth \$400

size request: _____

price = \$10 per sq. ft. minus discounts and plus upcharges: booth

cost \$ _____

CATALOG/WEBSITE PHOTO:

Catalog and website photo of your work is free if payment is received by October 17, 2008, after 10/17/08 they are \$75 (include with payment)

30% Deposit Required with Contract:

Contracts will be placed on waiting list if:

- contract arrives without payment
- contract arrives after show reaches capacity
- contract does not fulfill invitational requirement

Booth Fee Due Jan 9th. If complete booth fee is not received by this date, the exhibitor will be dropped out of the show and put on the waiting list. If paying by credit card, your card will automatically be charged for the balance on January 9, 2009. Wait listed exhibitors who do not participate in the show because no booth is available will have their deposits returned.

Exhibitors will be informed about how to purchase mandatory electrical service (\$125 for 1000 watts) at a later date.

I have enclosed a check for \$ _____

Please charge a total of \$ _____ **to my credit card:**

Visa Mastercard American Express Discover,

Expiration Date: _____

Account Number _____

Signature _____

Name (as it appears on check or credit card)

Filing of this application signifies agreement to the terms and conditions for exhibiting in the show if you are accepted. The terms and conditions are on page 2 of contract and can be seen on the website at www.pffshow.com or e-mailed or faxed to you.

signature: _____ **Date:** _____

TERMS AND CONDITIONS
For The Philadelphia Invitational Furniture Show

The Philadelphia Furniture Show, Inc. (hereinafter referred to as "Show Management") is producing The Philadelphia Invitational Furniture Show at the Philadelphia Cruise Ship Terminal on March 28 & 29 (move-in & preview on March 27), 2009 (hereinafter referred to as "Exhibition"). Exhibitor desires to lease space from Show Management under the terms and conditions hereinafter set forth.

- 1) Space Allocated Exhibitor. The Exhibitor shall be entitled to occupy a booth of approximate measurements as specified by Exhibitor on the signed Exhibitor Application, subject to condition hereinafter specified, at the Exhibition. Only the Exhibitor may exhibit in the space allotted herein except by written permission of Show Management. It is mandatory for exhibitors to rent electrical service from the Electrical Contractor. Lighting fixtures and extension cords may be rented from the Electrical Contractor or provided by the Exhibitor. Other charges originating from the rental of pipe and drape and carpeting may apply if not provided by the Exhibitor. The Show Management may make any change in the space and facilities allotted and furnished to the exhibitor hereunder as may be required by the Fire Marshall or any similar public official or body before and during the Exhibition. Any Exhibitor who encumbers space outside of their contractually allotted area (by such means as, but not limited to, the placement of their work or seating in the aisles or the storage of goods or refuse behind their booths) is exposing themselves to possible legal responsibility for any accidents caused by such encumbrances and possible claims by attendees who suffered injury or loss. The Show Management will provide designated areas for goods and packing materials.
- 2) Terms of Payment. A deposit equal to 30% of the total booth space is required with the submission of the signed "Exhibitor Application." The balance (Final Payment) is due no later than January 9, 2009. If payment is not made by such date, Show Management reserves the right to cancel this Contract, with the deposit being retained by Show Management as liquidated damages.
- 3) Cancellation of Contract. Either party may cancel this contract by written notice to the other party mailed no later than February 6, 2009. Such notice to the Show Management shall be mailed to the Philadelphia Invitational Furniture Show, 3605 Hamilton Street, Philadelphia, PA 19104, and such notice to the Exhibitor to the address indicated on the Exhibitor Application. If cancellation is made prior to the February 6, 2009 deadline, and Show Management are able to fill the space with another Exhibitor, the rental payment less the cancellation fee, which is equal to the booth deposit fee, will be returned. If cancellation is made after February 9, 2009, no refunds will be paid by Show Management. If the Exhibitor shall fail to exhibit in the show without having given such notice of cancellation, or shall be removed therefrom pursuant to Section 7 hereof, the Exhibitor's booth deposit and final payment hereunder shall be retained by the Show Management.
- 4) Cancellation of Show. If the Philadelphia Cruise Ship Terminal is not available for exhibition purposes at the time the Exhibition is scheduled due to fire, flood, damage by the elements, or other unavoidable catastrophe, or the act of any governmental office, agent or body having any such cancellation power, the Show Management shall refund to the Exhibitor all sums paid to it hereunder minus the cancellation fee (equal to the booth deposit fee) and, after making such refund, shall be relieved of further liability hereunder.
- 5) Attendance. The Show Management shall not be responsible for and does not give any guarantee as to attendance at the Exhibition, and shall have sole control of the terms of attendance, including the admission fees to be charged.
- 6) Rules and Regulations. Show Management may make reasonable rules and regulations from time to time before and during the Exhibition, as it deems necessary and desirable. The Exhibitor will be advised thereof to the extent possible prior to the opening of the Exhibition and will be advised during the course of the Exhibition of any additional rules, regulation or requirements made pursuant hereto. Any violations by the Exhibitor, its employees, agents or representatives, of such rules and regulations, or any conduct by the Exhibitor, its employees, agents or representatives, which in the opinion of the Show Management is objectionable or detracts from the dignity of the Exhibition, shall constitute a breach of agreement, and in any such event, without waiving any other right on account thereof, the Show Management may exclude or remove from the Exhibition the Exhibitor or any or all of its employees, agents or representatives or property. The Show Management may order withdrawn from the Exhibition any item of the Exhibitor which in the Show Management's opinion does not qualify. The decision of the Show Management in connection with any action taken by it or on its behalf pursuant to this Section 7 shall be final and binding.
- 7) Exhibitor's Indemnity. The Exhibitor hereby indemnifies the Show Management and all persons acting for it and agrees to hold it and them harmless in respect to all liabilities arising from the Exhibitor's participation in connection with the Exhibition, including, without limitation of the generality of the foregoing, tax liabilities with respect to the sale of items sold by the Exhibitor's employees and agents, liabilities of any nature on account of injury, or damage to person or property and liabilities with respect to the value, quality, condition or authenticity of items sold by the Exhibitor, or to any statements or warranties made by the Exhibitor to purchasers thereof.
- 8) Liability for Personal Injury and Property Damage. Waiver: Neither the Show Management nor any person acting for it shall be liable for injury or damage to, or loss, mysterious disappearance or theft of, any property of the Exhibitor, its agents or representatives, or any personal injury, regardless of cause thereof, and by execution of this agreement the Exhibitor waives any claims against the Show Management of such persons based on any such alleged liability.
- 9) Exhibitors' Insurance. The Show Management's damage and liability policy for the Exhibition does not cover accidents occurring in individual Exhibitors' booths, or caused by the property of individual Exhibitors, or during the move-in or move-out of individual Exhibitors' property. Each Exhibitor is responsible for carrying liability and damage insurance as pertains to contents of the Exhibitor's booth, and injury or damages to anyone entering the Exhibitor's booth.
- 10) Agreement not to be Assigned. This agreement shall not be assignable by either party hereto, but it shall be binding upon the successors or assigns of the Show Management and upon the heirs, administrators, executors, successors and the Exhibitor as the case may be.