

The premier Eastern Iowa holiday event.

Festival of Trees

Presented by The Gazette



Dates: November 18 & 19, 2023

Holiday magic shines during Festival of Trees, one of Eastern Iowa's largest community gatherings of the season. Festive trees are sponsored and themed by area businesses, organizations and individuals, then set up for silent auction throughout the weekend of the event. This holiday festival is two days filled with market vendors, celebration and activity for all ages.

VENDOR PACKAGE \$250

- Two-day Package
- 10 foot deep x 10 foot wide booth on both Saturday and Sunday
- Company included on event map and program

Contact us today: Amy.McKelvy@thegazette.com | 319-398-8351





2023 • Vendor Agreement/Contract
 Deadline to secure & for payment: Friday, October 13, 2023

Name of Company (*as it should appear in print*): _____

Address: _____ City: _____ Zip Code: _____

Contact Name: _____ Phone: _____ Cell Phone: _____

Email Address: _____ Website: _____

Service/Products to be exhibited: _____

I have read and understand the rules and regulations provided with the attached contract and agree to abide by them.

I have received and agree to the tree rules and regulations.

Signature & Title: _____ Date: _____

OFFICE USE ONLY Date received: _____ Time received: _____ Account #: _____ Rep#: _____

Booth Package: \$ _____

Wireless Internet (provided at no charge)

TOTAL DUE: \$ _____

AMOUNT PAID: \$ _____

BALANCE DUE: \$ _____

\$100 non-refundable deposit must accompany contract.
 Contract must be paid in full by Friday, October 13, 2023 at noon.

Vendor will provide food samples from booth? **Y N**

Please list samples: _____

Credit Cards are accepted for payment:
 Visa, MasterCard, Discover

Please call for Credit Card # Please invoice

Please make checks payable to The Gazette.

Check #: _____

Mail to: 116 Third Street SE, Cedar Rapids, IA 52401

Festival of Trees Exhibitor Contract Rules, Terms and Conditions

These are the Contract Rules, Terms and Conditions between The Gazette and Exhibitor. Exhibitor agrees to participate in Festival of Trees (such event, "Festival of Trees") subject to the following rules, terms and conditions:

Contract and Payment Required.

Contract. Exhibitor must return a signed contract and deposit or payment in full to The Gazette to reserve a location. Except as provided herein, location assignment will be based on contract submission date. All checks should be made payable to The Gazette. Until a signed contract and check/credit card number is received, a location will not be reserved for Exhibitor at the Festival of Trees. All exhibitor fees must be paid prior to Festival of Trees - **the deadline for payment is noon on October 13th, 2023.**

Exhibitor Representative's Responsibility. Exhibitor must name at least one individual to be Exhibitor's representative in connection with installation, operation and removal of its Exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible.

Relocation. The Gazette reserves the right to relocate exhibitors in comparable spaces if it is deemed advisable and necessary and in the best interest of Festival of Trees. In the event of relocation, Exhibitor will be advised and given the option of selecting another location if available, or to cancel and receive a full refund of all payments.

Eligible Exhibits. The Gazette reserves the right in its sole discretion to determine whether any company or product is eligible for inclusion in Festival of Trees. This determination may be made at any time before or after the start of Festival of Trees.

Cancellation of Festival of Trees. In the unfortunate likelihood that the event is canceled by The Gazette, Exhibitor may receive a refund of entry fees. Except as specifically provided in these Rules, Terms and Conditions, no refunds will be issued for any other reason. Businesses cancelling prior to 2 months of event date will be required to pay 25% of the full booked rate, 50% of the full booked rate within 2 months of event date. Any cancellation within 1 month will require full booked rate payment. Businesses with outstanding balances will be invoiced according to the cancellation policy.

Exhibit.

Defacing of Building/Equipment. Exhibitor is liable for any damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment, or for damage caused in any other manner. Exhibitor may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.

Character of Display.

Samples. Exhibitors will be allowed to give away free samples and promotional material at their location. No food samples will be given away at this time.

Display Limited to Location discretion. Exhibitor agrees to not block the aisles or go outside of the boundaries of the designated tree space. No tables, trays, salesperson, or noise are allowed in the designated space.

Smoke Machines Etc. Smoke machines, open flames and lit candles are expressly prohibited.

No Sub-Letting. Exhibitor agrees not to sublet or sell any part of the tree location purchased to any other exhibitor, business or individual. Exhibitor agrees to advertise and sell exhibitor's own product or service and no other businesses.

Insurance. Exhibitor shall at all times during the time Exhibitor has access to Festival of Trees grounds maintain the following insurance from an insurance company rated B+ or above by Best: (a) workers' compensation insurance in compliance with the laws of the state where the Expo is held, with a liability limit to comply with statutory requirements; and (b) general commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit. If requested by The Gazette, the Exhibitor shall provide a certificate evidencing the foregoing coverage which names The Gazette as an additional insured.

License. Exhibitor agrees that The Gazette and its affiliates shall have the perpetual, worldwide, royalty-free license and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all pictures, video, and sound from Festival of Trees, including the name and logos or Exhibitor or its products and the name, voice, likeness of Exhibitor's representatives which were made available at Festival of Trees, whether prior to, concurrently with, or following Exhibitor's submission of a booth contract.

Compliance with Rules and Laws. Exhibitor agrees to comply with these Rules, Terms and Conditions. Exhibitor agrees that if any of such rules, terms, conditions, laws, regulations or ordinances are violated, The Gazette, in its sole discretion, may expel Exhibitor from Festival of Trees immediately. If The Gazette expels Exhibitor, NO REFUND WILL BE ISSUED TO EXHIBITOR. All decisions of The Gazette with respect to enforcement of these Rules, Terms and Conditions are final, binding and absolute and not subject to inquiry or appeal.

Disclaimer of Warranties. The Gazette make no warranties with respect to Festival of Trees or Exhibitor's participation in it. All goods and services provided by The Gazette with respect to Festival of Trees are provided "AS IS".

Limitation of Liability. Exhibitor agrees that the Gazette is not responsible for any damage or theft to exhibits, and its contents or injury to any person by any causes whatsoever. Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against The Gazette or its affiliates, their shareholders, directors, officers, employees or agents for loss, theft, damage or destruction of property; nor for any injury to Exhibitor or its employees or agents occurring while on premises or from setting up, participating in or tearing down any Exhibit in the Festival of Trees.

Governing Law. The laws of the state of Iowa shall govern this contract, without regard to Iowa's choice of law rules. The state and federal courts located in Linn County, Iowa shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this contract. The parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.

Amendments to Rules. The Gazette reserves the right to modify these Rules, Terms and Conditions and to adopt additional rules from time to time in its sole discretion concerning Festival of Trees. Any such modifications or additional rules shall be effective immediately upon adoption and notice to exhibitors, and the Exhibitor agrees to comply with all such modifications and additional rules.

Indemnification. Exhibitor agrees to indemnify, defend, and hold harmless The Gazette, its affiliates and their shareholders, directors, officers, employees, and agents from and against any and all third party claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Exhibitor, its affiliates, and all of their respective officers, directors, employees, representatives, servants, invitees, patrons, or guests.

Assignment. Exhibitor may not assign any of its rights or delegate any of its duties under this contract without the prior written consent of The Gazette. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties.

Force Majeure. The Gazette shall not be liable for delay or failure of performance with respect to this contract caused by an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of The Gazette ("Force Majeure Events"). In such event, The Gazette shall at its option be entitled to retain such reasonable portion of the exhibitor fees as required to compensate The Gazette for expenses incurred up to the time of the Force Majeure Event.

This contract shall not become valid and binding until it has been accepted in writing by The Gazette at its offices in Cedar Rapids, Iowa. All matters and questions not covered in these Rules, Terms and Conditions should be directed to the following: