

The Hoopla 2010 will be held at *The Victoria Pool Promenade/ Ice Cream Parlor* (“*The Hoopla Site*”), located at Saratoga Springs Spa State Park, Saratoga Springs, NY October 2, 2010 – Saturday 11:00 am-4:00 pm.

As part of your registration fee, you will get:

- One 3' x 6' table and two chairs (if requested at On-Line registration)
- An identification sign with your company name and booth number
- Your organization's name listed as an Exhibitor, Vendor or Presenter on the Hoopla.org web site and Program Brochure

Please note:

- Indoor/Outdoor Venue – Rain or Shine – No Refunds--Please plan and be prepared accordingly
- You may request extra tables and chairs, but there may be a small fee.
- There will no telephone or wireless internet service or electricity available at the site.
- Retail selling and food vendors – special permits may be necessary (See Terms and Conditions #9)
- For-Profit Exhibitors and vendors – special permits are necessary (See Terms and Conditions #9)
- All organizations must carry liability insurance (See Terms and Conditions #15)
- Some organizations must have even more additional insurance (See Terms and Conditions #15)

Contract Terms and Conditions

1. Exhibitor Eligibility: To be eligible to participate, exhibitors must meet one or more of the following criteria in alignment with the *The Hoopla* guidelines and philosophy: (a) Produce or sell natural health and/or environmentally friendly products at the manufacturer, distributor, or retail level – personal care, food, beverage, cleaning, household, garden, building, etc (b) Offer enrichment learning programs (c) Non-profit/for profit organizations offering information, and educational services to families (d) Support holistic medicine practices or (e) Provide sustainable living practices education, or services (f) Supply other products/services/destinations in keeping with the Hoopla guidelines. Accepted products and services include only those without chemicals, synthetic preservatives, pesticides, herbicides, coloring dyes (food or cosmetic), artificial sweeteners or flavorings, or items that may produce toxic off gassing, etc. There may be other possible restrictions, or conflicting principles not listed on this page. *The Hoopla* reserves the right to reject applications that, in the sole opinion of the organizers, are not in alignment with the overall *Hoopla* philosophy (outlined on our website – www.thehoopla.org.)

2. Exhibitor Fee and Payment: The total rental fee for Exhibitor's booth space shall be as set forth on the “On-Line Registration Form” (OLRF) Exhibitor must return the completed OLRF accompanied by a payment in full within 10 days of completing form. Failure to receive payment by this deadline will result in the OLRF being cancelled. The Acceptance of terms and conditions box must be checked.

3. Booth assignment: Exhibitor space location and availability are determined as *The Hoopla* organizers see fit for the benefit of the event overall.

4. Cancellation of Expo: If the festival is cancelled because of reasons beyond the control of *The Hoopla*, payments will be returned to exhibitors. However, Exhibitors will not be reimbursed if the exposition is cancelled, postponed, curtailed or abandoned due to an act of war, insurrection, terrorism, radioactive contamination, seepage, pollution and/or contamination. This non-reimbursement clause is due to *The Hoopla's* exclusions in coverage in its cancellation insurance policy.

5. Force Majeure: If *The Hoopla Site* or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, terrorism, lock-out, labor dispute, riot or any other cause or agency over which *The Hoopla* has no control, or should *The Hoopla* decide that because of any such cause it is necessary to cancel, postpone, or re-site the event, or reduce the installation time, exhibit time, or move-out time, *The Hoopla* shall not be liable to indemnify or reimburse the exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

6. Exhibitor Cancellation: In the event an exhibitor cancels their booth for any reasons prior to the event, no refund will be given.

7. Use of Space: Exhibitor agrees to use the booth space in accordance with venue rules, regulations and philosophy during the *The Hoopla* for the sole purpose of selling, displaying, advertising, marketing or distributing only the products and services specifically listed by Exhibitor in the OLRF. Exhibitor's

advertisers, media partners, affiliates, or other third parties that may be directly or indirectly affiliated with, or in any way related to Exhibitor, may not participate without the prior written consent of *The Hoopla* organizers. Further, Exhibitor shall not assign, sublet, lease, license or otherwise share booth space without the prior written permission of *The Hoopla*. Any violation of this paragraph will result in forfeiture and cancellation of all rights of Exhibitor under this agreement, and additional charges may be incurred. Booths and/or display structures must be in strict compliance with the specific dimensions and restrictions of the booth space purchased. Equipment displays and structures shall not extend into aisles or obstruct pedestrian traffic or visibility of adjacent booths. *The Hoopla* may also restrict or prohibit with or without cause, any exhibit, person, or booth space in its entirety, or partially, that may alter or detract from the general character of the event as a whole. In the event of any such objection, restriction or prohibition, or eviction, *The Hoopla* shall not be liable to, or responsible for any losses, damages or expenses directly or indirectly incurred by Exhibitor.

8. Exhibitor's Responsibilities: Exhibitor shall comply with each and every term of this contract, as well as applicable rules, regulations, guidelines, by-laws, ordinances, or regulation of any town, city, state, administrative, regulatory or governing body. Exhibitor acknowledges that the *The Hoopla* organizers shall make the final decision with regard to implementation and/or enforcement. Exhibitor is responsible for payment of labor, equipment and services ordered at the request of the Exhibitor from service contractors including but not limited to electricians, decorators, shippers, material handling companies and photographers. Exhibitor specifically agrees to observe all labor relation agreements between *The Hoopla* organizers/producers and third party contractors serving *The Hoopla* Site and companies operating in *The Hoopla* Site. Exhibitor shall at all times observe the labor laws of the jurisdiction in which the *The Hoopla* is located. All electrical wiring on booths and equipment must conform to federal, state, municipal and any other applicable codes or laws. Exhibitor will comply with rules and regulations set forth by *the Hoopla* contracted electricians. Only contractors approved by *the Hoopla* will be permitted to work at the event.

9a. Food Permits/Certificates: If you will be distributing edible samples or selling food from your booth, a certificate issued by the New York State Department of Health is required. If you do not have an on-going food service certificate for such purposes, the cost for the certificate is \$30 for any exhibitor or vendor who engages in food or beverage sampling (opened from manufacturer's package) and/ or food preparation. (If you handle unpackaged food or beverage in any way, you need a permit.) New applications and fee or proof of existing certificates must be completed by the exhibitor and submitted to *The Hoopla* by September 10th, 2010. There are insurance requirements to be a Temporary Food Server, see section #15 below.

The Hoopla management will coordinate the collection and submission of all Food permit applications and fees. The fee is not included in your On-Line registration fee. Certificate applications and food distribution guidelines will be sent to exhibitors upon request or at time of registration.

9b. For Profit Vendors State Park Permitting: The Saratoga Spa State Park requires all for-profit businesses to pay a \$25 Permit fee for using the Park for business purposes. The *Hoopla* management will coordinate the collection and submission of all For-Profit permitting with the Park. The fee is included in your On-Line Registration fee. Additional paperwork will be provided to you as necessary.

10. Sellers License: If you are not a New York based retailer and will be selling general merchandise from your booth, you will need a Certificate of Resale from the State of New York to collect Sales Tax. Please contact the appropriate department to obtain the proper licensing.

11. Set Up: Set up will take place on October 2nd, 2010 after 7:00 am. NO exhibitors will be allowed to set up before this time.

12. Dismantling: Exhibit teardown and move out commences after 4:00pm on Saturday October 2nd, 2010. Exhibitors are responsible for completely removing ALL materials from their booth space by 8:00 pm. Exhibitors who do not clean up and remove their booth materials at the end of the show will be billed. The non-prorated fee is \$35/hour, with a minimum of one hour at commencement of cleanup and removal. Said booth materials can be, but are not limited to, packing or shipping boxes, papers, garbage, promotional materials, etc.

13. During Event Hours: Exhibit booths must be manned during all show hours. No early move in or tear down will be permitted. Exhibitors who do not comply with these provisions will be subject to removal from *The Hoopla* show management's sole discretion, with no refund of booth fees. Booth furnishings rented (i.e. tables, chairs, etc.,) will be delivered to and recovered from Exhibit booths by the show exhibit services company/decorator, at no additional cost to Exhibitor.

14. Limit of Liability: Exhibitor agrees to pay promptly for any and all damage to *The Hoopla* Site, or its equipment, incurred through carelessness or otherwise, caused by the Exhibitor, his/her/its employees, agents, contractors, and representatives. Exhibitor acknowledges that neither the *The Hoopla* nor *The Hoopla* Site assumes any responsibility for damage, destruction, theft or loss of Exhibitor's property. Accordingly, it is the sole responsibility of the Exhibitor to obtain fire, theft, liability, business interruption, property damage and/or other insurance covering such and other losses. It is expressly understood by Exhibitor that neither the *The Hoopla* organizers, *The Hoopla* Site nor its employees, agents, or representatives shall be responsible for, or otherwise liable for damage or injury to Exhibitor, including Exhibitor's guests, invitees or agents person, business or property as a result of robbery, fire, water, accident or any other cause whatsoever. Should loss occur, Exhibitor is encouraged to report it immediately to attendant security. If the Exhibitor's exhibit material or personnel fail to arrive, Exhibitor is nevertheless responsible for the Booth Fee, and no refund shall be given. Exhibitor expressly holds the *The Hoopla* and *The Hoopla* Site harmless and hereby releases both parties from any and all claims and actions, including without limitation, claims and actions arising out of the postponement or cancellation of the *The Hoopla*. Notwithstanding the foregoing, in the event this contract or any of these terms of this contract are not enforceable by a court of competent jurisdiction, Exhibitor hereby expressly agrees the maximum liability of the *The Hoopla* and *The Hoopla* Site arising out of any tort, contract, legal or equitable claim or cause of action whether cumulative or singular, joint or severally, shall be limited to Exhibitor's Booth Fee paid to *The Hoopla* for the booth space.

15a. Indemnity: Exhibitor will protect, indemnify, defend, save and hold harmless *The Hoopla* and *The Hoopla* Site and its parents, affiliates, agents, officers, and employees against all claims, liabilities, losses, damages, governmental charges, and costs (including attorneys' fees and court costs) arising out of, caused by, or related to (1) Exhibitor's participation in the *The Hoopla* or Exhibitor's installation, removal, maintenance, occupancy, or use of *The Hoopla* Site or any part thereof; (2) any act or omission to act of Exhibitor or its guests, invitees, employees, agents, or contractors; (3) the use of any patents, trademarks, copyrights, or other intellectual property rights owned by a third party; or (4) any breach by Exhibitor or *The Hoopla* of its obligation under this Agreement. Exhibitor will protect, indemnify, defend, and save *The Hoopla* Site and the host city for the event, including its affiliates, divisions and employees and agents, harmless against all claims, losses, and damages to persons and property, governmental charges and fines and attorneys' fees arising out of or caused by Exhibitor's negligence, recklessness, or intentional misconduct during the installation, removal, maintenance, occupancy or use of *The Hoopla* Site or any part thereof, excluding any such liability caused by the negligence, recklessness, or intentional misconduct of *The Hoopla* Site and the host city, or its divisions, employees or agents.

15b. Insurance: 1. All Exhibitors, For-Profit, Non-Profit, and Presenters, not specifically exempted by *the Hoopla* in writing, will maintain a policy of liability insurance with the following limits, coverages and titles:

ALL POLICIES MUST NAME AS ADDITIONAL INSURED the following:

The People of the State of New York, Executive Department, NYS Office of Parks, Recreation and Historic Preservation, Saratoga/Capital District State Park Region, Saratoga Spa State Park and its Officers, Agents and Assigns.

and;

The Hoopla.

Insurance policies must be issued in the minimum amounts as indicated and applicable to your operations:

a. Public and General Liability Coverage

\$1,000,000.00 coverage for one person and
\$2,000,000.00 for more than one person injured or killed in any one accident.

b. Products Liability Coverage

\$1,000,000.00 coverage for one person and
\$2,000,000.00 for more than one person

2. Any Presenter, Vendor or Exhibitor whose activities include clear liability, i.e. movement, pony-rides,

or physical activity, must secure applicable Worker's compensation benefits and keep insured during the life of the permit such employees as are required to be so insured by the provisions of Chapter 41 of the Laws of 1918 an amendatory thereof known as the Workman's Compensation Law.

3. Any Vendor/Exhibitor who needs a Temporary Food License as described in #9 of Terms and Conditions, must also carry Worker's Compensation and Disability Insurance. If requested by you on the OLRF, you will receive the requirements with your License packet by US Mail.

Proof of these policies must be faxed, delivered or mailed to *The Hoopla* by September 20th, 2010. Required policies or certificates shall be provided, and that they will not be changed or cancelled until ten (10) days written notice has been given to *The Hoopla*

16. Amendment of Rules: This agreement may only be amended in writing issued by *The Hoopla*. In the event an amendment needs to be written to this agreement due to relations with third party contractors, the Exhibitor will receive written notification via e-mail. *The Hoopla* reserves the right to make changes, amendments and additions to these rules at any time and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by the *The Hoopla* organizers.

17. Miscellaneous: The location is an indoor/outdoor venue. The Hoopla 2010 will take place rain or shine and no refunds will be given.

These items and any rules and regulations of *The Hoopla* or *The Hoopla* Site constitute the entire agreement between Exhibitor and the *The Hoopla*, and such Agreement may not be modified except in writing signed by the parties hereto. If any provision is invalid or unenforceable under applicable law, it is to that extent deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be construed in accordance with the law of the State of New York, regardless of the location of the Exhibit or Exhibitor in any claim, action or proceeding shall be commenced in the State of New York. Exhibitor understands and acknowledges that this application becomes a binding Agreement, when accepted either in writing or by website acknowledgement by *The Hoopla*. Exhibitor has read, understood, and agree to be bound by the terms and conditions of this agreement. Nothing contained herein shall create or be construed as creating a partnership, agency or joint venture relationship between the parties hereto and no party will have the authority to bind the other in any respect. Each party will be solely responsible for all wages, income taxes, worker's compensation or their requirements for its respective personnel. Each party represents that it has the full right, power and authority to enter into and execute this Agreement and to perform its obligations hereunder.

The Hoopla ~ 122 Regent Street ~ Saratoga Springs, NY 12866 ~ FAX 518-581-1682