

2009 EAST CENTRAL FLORIDA ANTIQUES ON THE AVENUE FESTIVAL  
1046 AND 1065 DAYTONA AVENUE HOLLY HILL, FLORIDA  
[www.antiquesontheavenue.net](http://www.antiquesontheavenue.net)

Application and Exhibit Space Contract

I/We want to exhibit at the East Central Florida Antiques on the Avenue festival, April 4-5, 2009 in Holly Hill, Florida presented by the City of Holly Hill Community Redevelopment Agency.

Booth sizes available are 10x10, 10 x 12 and 10 x 15. Each booth includes two 6' long tables and 2 chairs. Additional table(s) and chair(s) are the exhibitor's responsibility.

Festival Management is the City of Holly Hill (hereafter referred to as Management) will make every effort to comply with booth requests on a first-come, first-served basis. If booths requested are not available, Management shall assign a booth(s) most similar to that requested. Neither the festival sponsors nor the City of Holly Hill are responsible for damage or loss of product. All displays are at the owner's risk. Upon acceptance of this application by Management, it becomes a contract, under the terms and conditions set forth here, that you have read and agree to abide by, as attached.

**Total Exhibit Space Rental Fees:** *(non-refundable after 03/14/2008)*

Rate per 10 x 10 (100 sq. ft.) space = \$ 100.00 x \_\_\_\_\_ spaces = \$ \_\_\_\_\_

Rate per 10 x 12 (120 sq. ft.) space = \$ 125.00 x \_\_\_\_\_ spaces = \$ \_\_\_\_\_

Rate per 10 x 15 (150 sq. ft.) space = \$ 150.00 x \_\_\_\_\_ spaces = \$ \_\_\_\_\_

**Total amount due \$ \_\_\_\_\_** (Check/money order/PayPal® accepted.)

Visa \_\_\_\_\_ MC \_\_\_\_\_ # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name on card \_\_\_\_\_

Exp. \_\_\_\_\_ Authorized  
Date \_\_\_\_\_/\_\_\_\_\_ Signature \_\_\_\_\_

Return application contract to:  
**ECF Antiques on the Avenue festival**  
Attn: Priscilla Towle  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, FL 32117-2807

**Make check/money order payable to:**  
City of Holly Hill

PayPal® ([utility@hollyhillfl.org](mailto:utility@hollyhillfl.org))

**FAX application to (386)236-7999.**

Call Priscilla Towle (386)248-9460 with any questions.

**Exhibitor information:** (please print/type and sign your name)

Business name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Product: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit space is not reserved until payment in full is received and acknowledged by Management.**

**Accepted by the City of Holly Hill (referred to as Management):** *(final payment due 03/20/2009)*

Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Amount paid in full: \$ \_\_\_\_\_ Deposit paid: \$ \_\_\_\_\_ Balance due: \$ \_\_\_\_\_  
Venue: \_\_\_\_\_ Booth(s) assigned: \_\_\_\_\_ Dimensions: \_\_\_\_\_ x \_\_\_\_\_

APRIL 4-5,2009  
EAST CENTRAL FLORIDA ANTIQUES ON THE AVENUE FESTIVAL  
HOLLY HILL, FLORIDA  
[www.antiquesontheavenue.net](http://www.antiquesontheavenue.net)  
Exhibitor Contact  
Terms and Conditions

~ PLEASE KEEP TERMS AND CONDITIONS FOR YOUR RECORDS ~

General Terms

In order to use exhibit space at the 2009 East Central Florida Antiques on the Avenue festival in Holly Hill, Florida, the Exhibitor agrees to the following terms and conditions and to any amendments, which may be issued subsequently.

- The term "Exhibitor" refers to individuals, partnerships, associations, limited liability companies and corporations.
- The term "City" or "Management" refers to the City of Holly Hill, Florida.

Exhibitor releases the City and its elected and appointed officials, staff, agents, representatives and contractors from any liability claim and demand arising from Exhibitor's festival occupancy, including but not limited to loss, theft, damage, destruction or injury to Exhibitor's business, merchandise or personal property. Exhibitor releases the City, its elected and appointed officials, staff, agents and representatives from all claims, loss, injury or demands arising out of the City's failure to provide space or failure to hold the festival.

Exhibitor understands the City assumes no responsibility for any Exhibitor merchandise or personal property or for the safety of the Exhibitor at the festival and is merely providing exhibit space. Exhibitor agrees to hold harmless the City, its elected and appointed officials, staff, agents, representatives and contractors from any and all claims, loss, injury or demands that arise from or in connection with the festival.

No Exhibitor is to offer for sale any pornographic material, contraband, stolen goods or items which are illegal to own, possess or sell under federal, state or local law. The City reserves the right to order the removal of any item that in its opinion is in bad taste or does not conform to these rules and regulations and has sole discretion concerning what is and what is not allowable in the exhibitor space. The City reserves the right to refuse any Exhibitor application. The reasons for refusal need not be disclosed to the applicant.

The City does not allow Exhibitor to sub-lease or share booth space or tables to another Exhibitor without written approval of the City.

The City will be in no way responsible for, nor a party to dispute, controversies injuries or damages regarding offerings, sales and/or representations that Exhibitor or third parties may exchange or make at this event. Exhibitor assumes full liability for the actions or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority.

The City's whole obligation to Exhibitor is to provide to said Exhibitor the contracted Exhibit space. The City is not responsible for providing any customers, buyers, viewers or the like to Exhibitor. The City will use all reasonable efforts in promoting the festival. The City in no way guarantees Exhibitor any sales or profits in connection with Exhibitor's participation with the festival.

The Exhibitor acknowledges that the City does not maintain insurance covering the Exhibitor's property.

Refer to the cancellation section contained herein for cancellation procedures.

### Sales Tax

Exhibitor agrees to be solely responsible for any and all taxes arising from income derived from this event and for any required sales tax as a vendor, in accordance with the regulations of the State of Florida. Exhibitor acknowledges that the City will furnish the names of each Exhibitor to the State of Florida upon request.

### Festival Hours

The festival is open to the public from 10:00 AM to 5:00 PM on Saturday and 10:00 AM to 4:00 PM on Sunday.

### Set-up and Tear-down Times

On Friday, April 3rd set-up may occur from 1:00-7:00 PM inside the Rec Center and Sica Hall. Please bring your own hand truck. There will be no hand trucks available for you to rent or borrow. Exhibitor vehicles may be parked temporarily near the exhibit space for set-up and breakdown times only.

On Friday,, exhibit space must be vacated by 7:30 PM or upon notification by the festival manager. In order to comply with security requirements, exhibit space will not be reopened to anyone except festival staff until 9:00 AM on Saturday and Sunday

On Sunday, exhibit space must be vacated by 7:00 PM.

**Exhibitor agrees to keep the sales open to the public and not to remove any merchandise from the exhibit area during festival hours for the purpose of packing.**

### Fire Regulations

No smoking is permitted within the exhibit space. Any table covers provided by Exhibitor must be of fire retardant material. No flammable decorative material shall be used. No flammable liquids are allowed. Nothing is to be displayed on or near any fire hose or extinguisher.

### Parking

There are ample free parking areas adjacent to the venue.

### Security

The City provides security beginning Friday evening through the closing of the festival to the public on Sunday afternoon. The City is not responsible for merchandise missing from any exhibit space during the festival and assumes no responsibility for Exhibitor loss. The City recommends that Exhibitor covers his/her display when the festival is closed to the public. No one will be admitted into the exhibit space under any circumstances after festival staff exits the location.

### Etiquette

Each Exhibitor agrees to comply with pertinent federal, state and local laws and ordinances while on the festival premises. Each Exhibitor is required to treat the festival guests with cordiality and respect and no Exhibitor shall commit any act of assault, battery, abuse or harassment upon another Exhibitor or upon the festival guests. The City reserves the right to terminate or revoke

any applications or to deny access to or to remove Exhibitors or festival guests at any time prior to or during the event.

### Contracted Space

This agreement permits the use of space at the rates specified on the application in the venue at the rates specified on the application. Each exhibit space area is designated by measuring approximately 10 feet by 10, 12, or 15 feet (approximately 100, 120 and 150 square feet respectively) with each table surface of 6 feet by 30 inches. Exhibitor may not place anything in the aisles, between, behind or at the end of tables to impede customer and/or dealer movement in the aisles. Exhibit space shall be kept in a neat, orderly and clean condition. Exhibitors may not use board or coverings to extend the surface area of the table(s) or attach any of its tables, fixtures or materials to ceilings, walls, woodwork or floors in the site. Exhibitor may elect to use other display methods in place of tables, but display must fit into the contracted exhibit space.

All Exhibitors will be charged the stated rates on the application. No oral agreements or past practices shall bind the City. This document is the entire agreement between the City and the Exhibitor and shall not be affected by oral accords and may be modified only by written agreement signed by both parties.

### Cancellation

If the event is postponed, cancelled or terminated for any reason whatsoever, the City shall not be responsible to the Exhibitor or festival guest for any damages, loss or injury occasioned by such cancellation or termination of the festival prior to its scheduled conclusion date.

Cancellations received more than sixty (60) days prior to the festival may receive a full refund. If cancellation is received within thirty (30) days of the festival, no refund will be given.

### Accommodations

Lodging reservations are the responsibility of the Exhibitor. For lodging information, please contact (800)854-1234 or go online at [www.daytonachamber.com](http://www.daytonachamber.com) or [www.daytonabeach.com](http://www.daytonabeach.com).

**NOTE:** These pages are considered part of the application and contract and shall be retained by the Exhibitor.

A receipt for space rental shall be returned to the Exhibitor after processing and shall constitute the agreement of the City to this contract.