

## **Terms and Conditions/Official Rules for “Antiques in the Streets & Classic Car Show”, in downtown Albany.**

The following terms and conditions define the agreement between you as an Exhibitor and the Albany Antique Mall, as Show Management. Participating in the show is contingent on agreeing to, as well as adhering to these rules.

1. **LAWS, RULES & REGULATIONS** – All pertinent fire codes, laws, ordinances and regulations pertaining to health, fire prevention and public safety shall be strictly obeyed. The Exhibitor agrees to keep all merchandise and other equipment within the marked boundaries of the booth.
2. **SPACE RENTAL** – Each agreement between Exhibitor and Show Management will designate a space area or booth number in conformity with the lay out for the show. The Agreement will also indicate the approx. dimensions of the rented space. Due to last minute changes that are unforeseen by Show Management the Exhibitor may be required to relocate. (example; road work, construction, traffic issues.)
3. **BLOCK CAPTAIN:** Exhibitor is required to follow the instructions given to them by their block Captain to insure smooth unloading and loading of merchandise. Any Exhibitor who will not follow the instructions from their Block Captain may be asked to leave the show and will not be allowed to return as an exhibitor.
4. **BOOTH STAFFING:** The Exhibitor agrees that the booth under contract will be open and adequately staffed during the show hours. In the event the Exhibitor does not arrive to fill their space (a no show) by 7:30am on Saturday, the consequences will be that the exhibitor will not be invited to return. Show management will then occupy said space in such a manner as it may deem best for the interest of the show. In the event of a no show, Show Management will retain all funds, no refund will be given.
5. **CONTENT OF BOOTH:** Show Management reserves the right to approve the contents and character of all exhibits and reserves the right to prohibit or expel any merchandise that is out of keeping with the character of the show.
6. **RELEASE AND HOLD HARMLESS AGREEMENT:** This request to reserve vender space constitutes an express contractual agreement between me and the Albany Antique Mall, LLC. It is understood and agreed that by signing this agreement I fully and finally release and hold harmless the Albany Antique Mall, LLC, its agents and employees from any and all liability for all claims of every nature and kind whatsoever, including death, personal injury, loss, theft, or damages to personal property, whether or not caused by Albany Antique Mall, LLC.
7. **INSURANCE:** Exhibitor is responsible for obtaining its own insurance coverage to insure against theft, fire, smoke, flood, or any other loss or casualty.
8. **SECURITY:** The show doesn't provide any additional security other than the Albany Police Department. The Exhibitor agrees not to hold the Albany Antique Mall, LLC responsible for loss, theft, fire, destruction or damage in any manner to the Exhibitor's property. The Exhibitor further agrees to indemnify, defend and hold the Albany Antique Mall, LLC harmless from damage due to any injury to person or property caused by negligence of the Exhibitor's employees.
9. **PAYMENT/CANCELLATION POLICIES:** We accept checks that are postdated to May 1. In the event of the need to cancel, a full refund will be made provided that the cancellation is received prior to May 1. Any cancellation made after May 1 but before August 1 will be charged a \$50 cancellation fee. No refund will be made for cancellations made after Aug. 1.
10. **SHOW CANCELLATION:** In the event of cancellation or interruption of the event due to fire, strikes, government regulations, war, act of God, or any other cause that makes it impossible to conduct the show, your contract will terminate and the exhibitor will waive any claim for damages. If, for any reason the location of the show is changed, no refund will be made, but Show Management must be able to assign exhibitors space in lieu of original space.
11. **BOOTH OR SPACE SHARING:** Subletting or donation of space partially or in its entirety is not permissible without the consent of Show Management.
12. **SIGNAGE:** All booth signage will be subject to the approval of Show Management. No signs indicating a reduction in price are allowed. You may be asked to remove signs or signs may be removed by Show Management in order for the show to maintain a professional appearance.