



**Artisans Center of Virginia (ACV)  
Craft Conference & Business Institute  
January 22-24, 2010, Hotel Roanoke**

**Display Vendor & Artisan Craft Fair Booth Terms & Conditions**

**Display Space Package**

Each display space is 10 X 10. No signage, piping, draping, or tables are provided. Tables can be rented for a fee of \$45 per table. Vendors and Artisans may supply their own tables or display cases provided that all items can fit completely within their designated space.

**Display Installation & Removal**

Vendor's approved for display on Saturday January 23, 2010 may begin to set up at 7:00 AM. The display hallway and pre-function areas are accessible to all conference attendees, hotel patrons & visitors. Displays may remain active at the vendor's discretion through the Award's which will end at 12:00 AM midnight on Saturday evening. Vendors who display on Saturday have the option of displaying in their hallway location on Sunday. Note: Overnight security is not available (see below).

All Artisans (those who attended the conference and those who did not) securing space for the Sunday, January 24, 2010 Artisan Craft Fair, which will be open to the public, may begin to set up at 6:00 am Sunday morning. The Artisan Craft Fair will be open to the public from 10:00 AM until 5:00 PM. You are expected to complete set-up prior to the opening of the exhibit hall, and to remain set up until closing. You will have from 5:00 PM until 7 PM. on Sunday to break down your display space and remove everything from the Exhibit Hall.

**Standards for Sunday Artisan Craft Fair Displays**

"ACV Juried Artisans" or admission acceptance based on review application applies to all Artisan exhibits at the Sunday Craft Fair. Artisans who are not juried by ACV may apply for a display space by completing an "Application for Non-ACV Juried Artisan Exhibits" and submitting six (6) images of their work along with one image of their booth set-up. A non-refundable \$15 application fee applies in addition to the booth fee. Artisan requests for review must be received by November 15, 2009. Notification will be made by December 1, 2009.

**Vendor Hallway and Artisan Exhibit Hall Security**

On Saturday the area for vendor displays is a public hallway and pre-function area will not be monitored by ACV and can not be locked overnight therefore the liability of leaving items unattended or out all night is at the risk of the vendor.

No one will be admitted to Sunday's Artisan Craft Fair during closed hours without ACV Conference Management approval. A conference badge must be worn at all times. ACV Conference Management reserves the absolute right to inspect any containers removed from the display area.

**Display Space Assignments**

ACV's assignment of space is final and shall constitute an acceptance of the Vendor's offer to occupy space. Assignments will be made only after receipt of the *Sponsor/Vendor/Advertiser Agreement, Display Space Application*, and the appropriate fees. After assignment, space location may not be changed, transferred, or canceled except upon written request and with the subsequent written approval of ACV. Notwithstanding the above, ACV reserves the right to change location assignments at any time, as it may, in its sole discretion, deem necessary.

**Use of Display Space**

Vendors and Artisans may display and distribute only their own products and literature. Display and distribution of any products or brochures other than those described in the company catalog, without prior written approval, is prohibited. ACV reserves the right to refuse space, literature and/or product distribution by any Vendor or Artisan. ACV is not responsible for any expenses incurred because of refusal.

### **Undesirable Activities**

Vendors and Artisans agree that their displays shall be admitted into the conference and shall remain from day to day solely on strict compliance with all the rules herein described. ACV reserves the right to reject, eject, or prohibit any exhibit, in whole or in part, or any Vendor or Artisan with or without giving cause.

### **Prohibited Activities**

- No cooking may take place in a display space, and no food, vitamin or food supplements, or beverages may be distributed by Vendor or Artisan. No beer, wine, or intoxicating liquor may be distributed by a Vendor or Artisan.
- All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of the display space. Vendors and Artisans must not place equipment for display or demonstration in such manner as to cause observers to block the aisles. All equipment for display or demonstration must be placed within the assigned area.
- Vendor and Artisans shall be responsible for complying with all local and state requirements for a business license and sales tax remittance. The city of Roanoke requires that all sales vendors complete a local sales tax form.
- Displays that include the operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noisemaking devices must be operated so that the noise resulting therefrom will not annoy or disturb adjacent Vendors, Artisans or their patrons.
- Vendors and Artisans are prohibited from displaying any devices or objects in the space that exceeds the length of the back wall (8') or stacking any items in a manner that would present a danger to other persons. Determination of exhibit safety shall be at the sole discretion of ACV Conference Management.
- Animals and pets are not permitted in the facility with the exception of certified Seeing Eye and health-assist approved companion dogs.

### **Exhibits & Public Policy**

Each Vendor or Artisan is charged with knowledge of all federal, state and local laws, ordinances and regulations pertaining to sales tax, health, fire prevention, and public safety, while participating in this Conference. Compliance with such laws is mandatory for all displays, and the sole responsibility is that of the Vendor or Artisan.

All space decorations, including carpeting must be flame-proof, and all hangings must clear the floor. Electrical wiring must conform with National Electric Code Safety Rules and all applicable local electrical codes.

If inspection indicates any Vendor or Artisan has neglected to comply with these regulations or otherwise incurs fire hazard, the right is reserved to remove all or such part of its exhibit as may be in violation, at Vendor or Artisan's expense.

If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Vendor or Artisan should contact ACV Conference Management for information concerning facilities or regulations. City and state fire regulations must be complied with. Use of hazardous materials, such as open flame or liquid propane gas, must be approved by the local Bureau of Fire Prevention.

### **Right of Entry**

ACV, in its absolute discretion, shall have the right at any time to enter the leased area occupied by Vendor or Artisan or otherwise inspect the display materials.

### **Electrical and Phone**

Vendor and Artisans are prohibited from using electrical equipment that is not UL approved in the exhibit hall. No wiring, installation of spotlights or other electrical work shall be done without approval of the electrical contractor authorized by ACV Conference Management. The energy usage fee for a 110 volt line is \$35 for the day. A phone line can also be arranged for an additional fee. Both the electrical and telephone arrangements are to be made and paid for directly with the Hotel Roanoke.

### **Liability & Insurance**

All property of the Vendor or Artisan remains under their custody and control in transit to and from the display area, during installation and removal, and while within the confines of the display area and exhibit hall. Neither ACV, the service contractors, the management of the hotels nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Vendor or Artisan from theft, damage by fire, accident, vandalism or other causes; and the Vendor or Artisan expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the Vendor or Artisan. The Vendor or Artisan expressly releases ACV and the Hotel Roanoke, its directors, officers, agents, volunteers, patrons and employees.

**Cancellation Clause**

Vendors and Artisans may cancel their Display Agreement without penalty and for a full refund on written notice to the Display Coordinator received on or before December 15, 2009. Cancellations between December 16-January 15 2010 will incur a 25% cancellation fee. Between January 16-20, 2010 the cancellation fee is 50%. Cancellations incurred between January 21 and the event are non-refundable.

**Force Majeure**

Neither party will have any liability to the other for any delays or failure of performance resulting from acts beyond its control, including, but not limited to, acts of God, such as fire, communication line failures, power failures, earthquakes or other natural disasters; strikes, lockouts, riots, acts of war, or other man-made disasters; epidemics; critical illness; and government regulations superimposed after the fact.

**Errors & Omissions**

ACV assumes no responsibility or liability for any of the services performed or materials delivered by official conference contractors or their suppliers to the conference, their personnel, or their agents. Any controversies that may arise between Vendors or Artisans and official contractors or union representatives, or personnel of either, on the conference premises shall be referred to ACV for resolution, and ACV's decision shall be final and binding.

**Waiver**

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this agreement. The rights of ACV shall not be deemed waived, except as specifically stated in writing and signed by an authorized representative of ACV.

**Hold Harmless/Indemnification Clause**

Vendor or Artisan hereby releases, relinquishes, discharges, and agrees to indemnify, protect, defend, and hold harmless ACV and the facilities from any and all claims, demands, liabilities, costs and expenses, for any injury, including death of persons and any loss of or damage caused by, growing out of, or happening in connection with the provision of services or equipment by the Vendor or Artisan. Vendors and Artisans further hold the above listed harmless against all claims, losses, and damages, to persons or property resulting from governmental charges, fines, or attorney fees arising out of or caused by Vendor or Artisan's installation, removal, maintenance, occupancy, or use of the display premises.

**Enforcement of Regulations.**

ACV has full power to interpret and enforce all regulations of the conference and the power to make amendments and/or further regulations, orally or in writing, that are considered necessary for the proper conduct of the conference. Such decisions shall be binding on Vendors and Artisans. Failure to comply with these or any other regulations or amendments may be sufficient cause for ACV to require the immediate removal of the exhibit and/or the offending Vendor at the expense of the Vendor.

**Legal Fees**

In the event that either party to this agreement commences legal proceedings of any kind, including, but not limited to, mediation, arbitration, litigation or any other dispute resolution, the prevailing party shall be entitled to all reasonable attorney fees and costs incurred in resolution.

**Children**

Vendors and Artisans bringing children on premises on Saturday, January 23, 2010 must register their children over 6 years of age as attendees of the conference and abide by the conference policies for attendance at all times.