





3rd Annual CruisIN' The D'TM

Saturday August 20th, 2016 @ Palmer ParkWoodward Ave at 7 Mile Detroit, MI
Rain or Shine

Vendor Registration Form

Contact Information:		
Company Name:		
Contact/Title:		
Address:	City:	State: Zip:
Phone:	_ Fax:	
Email:	Website:	
Please describe the products to be displayed or sold:		
Vendor Booth		
_	a - Woodward Ave at	
SET UP SATURDAY	Y AUGUST 20 th , 2016 @	8:00 AM
Exhibit Rates for Aug. 20th, 2016:		
10 x 10 @ \$150	_ 10 x 20 @ \$250	10 x 30 @ \$300

Mail this form and checks made payable to:
CruisIN' The D'TM
1201 Bagley Ave Detroit, MI 48226

For more information about CruisIN' The D'TM Visit: www.CruisinTheD.com Email: CruisinTheD@gmail.com Call us: 313.961.3580 -- Fax: 313.961.3582

- 1) DEFAULT BY EXHIBITOR. The actual occupation of the space is the essence hereof. In the event the Exhibitor does not occupy said space at least one (1) hour prior to the official opening of the Exhibition, Management is expressly authorized to occupy it or cause it to be occupied in such a manner as it may deem best for the interests of said Exhibition without any rebate or allowance whatsoever to Exhibitor and without in any wayreleasing Exhibitor from any liability, and Exhibitor expressly agrees to pay to Management the total cost herein set forth.
- 2) RIGHT TO ASSIGNMENT. Exhibitor shall not, without the prior written consent of Management (consent may be withheld at Management's sole and absolute discretion), assign, share or sublet or allow booth sharing of such space, or part thereof, of another company, product or service other than Exhibitor's. This includes, but is not limited to: display signs, distribution of printed matter, product samples or sampling, souvenirs, bags, or other articles or otherwise promote any product or service other than Exhibitor's.
- 3) RIGHT TO CANCEL SHOW. Management will not be liable for the failure to fulfill this Contract due to any causes not reasonably within the control of Management. For the purposes hereof, the phrase "causes not reasonably within the control of Management" shall include without limitation: fires, casualty, flood, epidemic, explosion or accident; blockade; embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance, strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor, technical, or other personnel; failure, impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment; local, state or Federal law; ordinances, rules, orders, decrees or regulations, whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Acts of God. In the event that, for any reason other than mentioned above, the Exhibition is not held as proposed, Management upon refunding of all money received from Exhibitor, less any fees paid to Management as required herein, will be fully released from any and all claims.
- **4) DATES.** If Management considers it inadvisable for any reason to hold said Exhibition at the time and/or the place herein provided, Management shall have the right to change the date, time and/or the place within the same city or county.
- 5) **RIGHT TO LIKENESS.** Management has the right, at no cost to Management, to use the Exhibitors', Performers' and Sponsors' likeness in any video, newsprint, Internet Web page or Web broadcast, or other media to promote the Exhibition.
- **6) RECEIPT OF GOODS.** Goods will be received at the shipping entrance by the receiving clerk then on duty. Goods must be plainly marked and ALL CHARGES PREPAID or they will not be accepted.
- 7) OWNERSHIP OF MERCHANDISE. Exhibitor warrants that it is the sole owner of the merchandise displayed or has the right to display such merchandise. 8) LICENSES. Exhibitor shall procure at its own cost and expense all necessary licenses and permits for the purpose of displaying, exhibiting, and promoting its merchandise at said Exhibition. Mandatory licenses include, but are not limited to: (a) California, Illinois and Florida Resale Certificate (required if Exhibitor delivers product at Exhibition); (b) City Business License; (c) ASCAP or BMI Music licenses for copyrighted audio or video presentations incorporated or used in Exhibitor's display.
- 9) TERMS OF PAYMENT. A deposit equal to one-half or more of the total booth/tabletop space is required with the submitted, signed Exhibit Space Vendor Form. The balance (Final Payment) is due no later than July 31, 2015. If payment is not made by such date, this Contract shall automatically terminate with the deposit being retained by Management as liquidated damages. An Exhibitor electing to cancel within 45 days prior to date of exhibition, will not receive a refund.
- 10) SERVICES. Exhibitor hereby acknowledges that certain services available to Exhibitor are sub-contracted by Management, and that Management has no control over the costs of such services, which include, but are not limited to: (a) UTILITY SERVICES. Electrical power, lighting, telephone, water, or other such utility services are controlled by sub-contractors, and the rates in effect during the dates of the Exhibition are the responsibility of the Exhibitor and for its own account; (b) OTHER DISCRETIONARY SERVICES. Any other discretionary services such as cleaning, drayage, etc., are performed by sub-contractors and the rates in effect during the dates of the Exhibition are the responsibility of the Exhibitor and for its own account. In all instances, Exhibitor shall have no authority to incur, and will not incur any expense, cost or liability as, for, or against Management. The Exhibitor shall payall costs and expense whatsoever in connection with its exhibit, relative to the services described herein, including moving in and moving
- 11) BOOTH ASSIGNMENTS. Management reserves the right to change, alter or redesign the floor plan, booth assignments or location of booth(s) at Management's discretion.
- 12) INSURANCE AND LIABILITY. Insurance, if desired by Exhibitor, must be obtained at its own cost and expense. Management assumes no risk, and by the acceptance of this Agreement, Exhibitor expressly releases Management of and from any and all liability for any damage, injury or loss to any person or goods that may arise from the use and occupation of said space by Exhibitor, and agrees to hold and save Management harmless of and from any loss or damage by reason thereof.
- **13) AMENDMENTS.** These rules, regulations and conditions shall bind the Exhibitor, and may be amended from time to time by Management.
- **14) NOTICES.** Except as otherwise specifically provided herein, any notices to be given hereunder shall be deemed given upon receipt of facsimile by the receiving party to the facsimile number written on the "Exhibit Space Order Form"; or notice shall be deemed given after the mailing thereof, if mailed by certified mail, postage prepaid, return-receipt requested, to the address on the "Exhibit Space Order Form."
- 15) JURISDICTION. This Agreement shall be governed by and construed to the laws of the state of the exhibition.
- **16) JURISDICTION/VENUE.** The parties agree the venue for any legal action will be in the county of the exhibition, and the parties consent to the personal jurisdiction of same.

Company:	
Contact/Title:	Date: