

# Holiday Boutique

November 8-11, 2012

Overland Park Convention Center • Overland Park, KS

## Application to Exhibit

DO NOT WRITE IN THIS SPACE

Booth Assigned: \_\_\_\_\_  
Size Requested: \_\_\_\_\_  
Deposit Rec'd: \_\_\_\_\_

Please print or type the following information to apply for an exhibit space at the Holiday Boutique. Indicate your three exhibit space selections in the order of preference. A deposit in the amount of \$100 for each 100 square feet of exhibit space is required when the signed application is submitted prior to May 1, 2012. When the application is submitted after May 1, 2012, fifty percent (50%) of the total cost of exhibit space is due, with the remaining 50% balance due on October 1, 2012. **By signing and submitting this application form, the applicant agrees to abide by all the rules and regulations which are issued in conjunction with this application form, and which Exhibitor hereby acknowledges receiving.** This also authorizes Pat Riha Productions to seek a tax clearance waiver from the state of Kansas. Any information you supply can be printed in information promoting the Show, including your email and website.

### Contact Info

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Cell/Alternate Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Is it your intent to do food sampling at the Show?  Yes  No

### Space Selection

Selection of space(s): 1st space choice(s) # \_\_\_\_\_ 2nd space choice(s) # \_\_\_\_\_ 3rd space choice(s) # \_\_\_\_\_

**Total cost for exhibit space:** \$ \_\_\_\_\_

Deposit enclosed with this application prior to May 1, 2012 (\$100 per 100 square feet of exhibit space): \$ \_\_\_\_\_

Fifty percent (50%) of total exhibit space cost due May 1, 2012: \$ \_\_\_\_\_

Balance due on October 1, 2012: \$ \_\_\_\_\_

### Exhibitor Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

DO NOT WRITE IN THIS SPACE

Holiday Boutique staff

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Please make checks payable to **Pat Riha Productions**. Send check, this Contract, completed Holiday Boutique Addendum and three color photos of your merchandise (or website where it can be viewed) to:

Pat Riha Productions  
4050 Pennsylvania, #141 • Kansas City, MO 64111  
(816) 931-4686 Phone • (816) 931-4782 Fax

# Rules and Regulations for the Holiday Boutique

1. **RIGHTS.** The rights and privileges granted by Pat Riha Productions in this contract are only those stated herein, no part of which shall be sublet or assigned. Solicitations of Holiday Boutique patrons by Exhibitor or agents of Exhibitor deemed objectionable by Pat Riha Productions may be removed, without liability for damage.

2. **OBSTRUCTIONS.** Obstructing of visitors passageways, use of public address systems, recorders, gongs, bells or any other objectionable device or method of attracting attention shall not be permitted. Pat Riha Productions shall be the sole authority as to what is objectionable and all such decisions shall be final.

3. **EXHIBITS.** Any item or structure placed upon a leased facility or area shall conform and be operated in compliance with requirements of Pat Riha Productions, public health agencies and all County, State and Federal laws, rules and regulations.

4. **FUNCTIONS.** It is understood that Pat Riha Productions is merely performing the function of obtaining a location for and promoting the Holiday Boutique. Neither Pat Riha Productions, nor any of its agents or employees has made any representations to the Exhibitor beyond those specifically contained in this Agreement. All activities carried on by the Exhibitor or any other party during the course of the Holiday Boutique which are not otherwise restricted by this Agreement shall be the sole responsibility of the Exhibitor.

5. **LIABILITY DISCLAIMER AND INDEMNIFICATION COVENANTS.** Pat Riha Productions hereby disclaims any and all liability to Exhibitor for damage of any kind allegedly sustained by Exhibitor as the direct or proximate consequence of any negligent act or omission on the part of the Holiday Boutique. Pat Riha Productions and Exhibitor agree that this disclaimer of liability for negligence shall not be construed as releasing and discharging Pat Riha Productions from liability or damage of any kind attributable to a willful, wanton or malicious act of Pat Riha Productions intentionally and knowingly perpetrated or omitted with complete indifference to or conscious disregard for the safety, rights or interests of Exhibitor.

Exhibitor agrees to indemnify and hold harmless Pat Riha Productions, its agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Exhibitor, its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Exhibitor, its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of Pat Riha Productions, its agents, servants or employees exclusively caused or contributed to such injury or damage.

6. **FORCE MAJEURE.** Pat Riha Productions shall not be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of

strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, sabotage, or any circumstances for which it is not responsible or which are not within its control. In the event that any such circumstance cause the Holiday Boutique to be canceled, the Exhibitor waives any claims for damages or compensation.

7. **ASSIGNMENT.** Exhibitor shall not assign, sublet or apportion the whole or any part of the space allotted, nor permit any other party to exhibit therein any goods, or advertising matter other than those manufactured, distributed or sold by the Exhibitor in the regular course of his business, nor permit any representative of any firm or company not exhibiting to solicit business or take orders in this space.

8. **DISPUTES.** Pat Riha Productions shall be the final arbiter of disputes between Exhibitors and/or concessionaires.

9. **SECURITY PERSONNEL** will be on duty 24 hours a day. However, neither the sponsors, the employees thereof, nor any member of Pat Riha Productions will be responsible for injury, loss or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the exhibit contract, and the exhibitor on signing this contract expressly releases Pat Riha Productions and its employees from, and agrees to indemnify same against any and all claims for such loss, damages or injury.

10. **RULES.** Pat Riha Productions shall have full power to interpret or amend these rules. Pat Riha Productions reserves the right to make such rulings as may appear to be in the best interest of the Show, and the Exhibitor agrees to abide by such rulings.

11. **BOOTH CONSTRUCTION.** Single booth size will be 10' X 10', unless otherwise indicated on the floor plan which is an official addendum to this contract. The following standard decoration for each booth will be furnished: Eight feet (8') high draped side divider (if exhibit space is interior), and eight feet (8') high draped backdrop. Each booth will be supplied with a standard 7" X 44" identification sign. For exhibitors using multiple booths, backdrop draperies and side rails will be furnished as requested. Exhibits shall be constructed and arranged so that they do not obstruct the general view nor hide other exhibits. Any portion of the exhibit, including the back or side of a custom built display that is exposed to the adjacent booth or to the public, must be finished with appropriate material or paint.

12. **CARE OF EXHIBIT SPACE.** The aisles of the Show will be swept each evening of the event, but Exhibitors must keep their exhibit space clean and in good order. Each booth must be manned during show hours by at least one person. Trash may be placed in the aisles for pickup at the close of the show each evening.

13. **COMBUSTIBLE MATERIALS AND FIRE REGULATIONS.** All decorations must be

flame-proofed to the satisfaction of the Fire Department. No combustible oils or gases can be used as part of an exhibit.

14. **HELIUM BALLOONS** are not allowed in the facility.

15. **UNOCCUPIED SPACE.** If the Exhibitor fails to occupy the space contracted for, or fails to comply in any other respect with the terms of this agreement, Pat Riha Productions has the right to use such space in any manner without releasing the Exhibitor from paying the sum agreed upon in this contract.

16. **SERVICES.** The Show Decorator will contact exhibitors regarding items or services needed relative to exhibiting at the Show such as special booth equipment, electricity, carpentry, decorating, sign making, furniture for rental, cartage, uncrating, erecting, dismantling or recrating. Exhibitors will pay the Show Decorator directly for these items.

17. **SHIPPING AND STORAGE.** Shipping and storage of exhibit materials or products can be arranged with the Show Decorator. The Show Decorator will receive and store materials, deliver them to an exhibit space, pick up and store empty crates and return them exhibitors for repacking. The Show Decorator can be contacted for details, and will be paid directly for services and materials.

18. **ASSIGNMENT OF EXHIBITION SPACE.** Space will be assigned with due consideration to exhibitor's preference based upon the date of receipt of application along with payment required for deposit.

19. **LOAD-IN OF EXHIBITS.** Exhibitors may load-in displays on Monday, 11/5/12 from 10AM until 5PM, on Tuesday and Wednesday from 8AM until 8PM. Individual move-in dates/times will be scheduled.

20. **REMOVAL OF EXHIBITS.** Exhibits cannot be dismantled until the Show ends on Sunday at 4pm. All exhibits must be removed by 10pm on Sunday, 11/11/12, unless otherwise instructed. Any exhibits not completely dismantled and removed by that time will be removed by the Show Decorator at the prevailing rates and charged to the Exhibitor.

21. **PAYMENT FOR SPACE.** Payment schedule is listed on the top front side of this application. Checks should be made payable to Pat Riha Productions. In the event of cancellation by an Exhibitor, an assessment to cover services performed and other damage relating to the cancellation shall be as follows: After initial assignment of space, there will be a cancellation fee of \$100 per 100 square feet of exhibit space. Cancellation 90 days prior to Show opening shall be 50%, 60 days prior to opening shall be 75% and 45 days prior to opening, shall be 100% of the booth cost. It is agreed that Pat Riha Productions reserves the right to reassign canceled booths. It does not relieve the canceling show exhibitor from the responsibility of paying.

22. **JURISDICTION.** All actions relative to this contract shall be brought in Jackson County Missouri. The laws in Missouri will govern the interpretation and applications of all terms included in this contract.

## Holiday Boutique Application Addendum

This form must be submitted with the "Application to Exhibit," the Deposit, and three color photos of your products (or website where your products can be viewed).

To assist the Holiday Boutique staff in determining applicability of businesses, products and services for participation the Holiday Boutique, please complete the following.

1) Business Name: \_\_\_\_\_

2) Type of product or service (ie: jewelry, apparel, food, gift cards, etc.):  
\_\_\_\_\_

3) Description of items (ie: silver jewelry with natural stones, hand woven scarves and hats, all natural jellies and jams):  
\_\_\_\_\_  
\_\_\_\_\_

4) Expected price points for your products or services (ie: \$5, \$50, \$120): \_\_\_\_\_

5) Website showing products or services to be sold at the Show: \_\_\_\_\_

6) Info on retail store site (if applicable): Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

7) Please list any other shows in which you participate (if applicable).

Show Name: \_\_\_\_\_ Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Show Name: \_\_\_\_\_ Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Show Name: \_\_\_\_\_ Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

8) Please select the category that best describes the items you will be exhibiting/selling. **You may only choose one category**; this is how your company will be listed in the Show Program.

Accessories

Art

Bath & Body

Food

Garden

Gifts

Home Decor

Jewelry

Kids Gifts/Toys

Kids Accessories/Clothes

Kitchen/Home Products

Ladies Apparel

Photography

Seasonal

Services

Stationery