

Exhibitor Terms & Conditions

By using this website or purchasing products or services from BMS Celebration Inc, (the promotor), you agree to these terms and conditions. Please make sure you read this section carefully and understand the terms of conditions outlined herein.

Concerning Performances by Vendor Village Ticket Holders

This agreement between BMS Celebration, Inc.(BMSE) and the purchaser of Vendor Village tickets with corresponding booth space establishes the conditions and commitments each make for a 40 minute Performance/Presentation at the Body Mind Spirit Celebration Festival described below:

The dates, time and stage number of the Performance/Presentation will be assigned at the time of ticket purchase. The vendor may decline to provide a Performance/Presentation and forego receiving payment.

In compensation for the appearance, BMSE will provide the following:

- 1) Payment of \$50 at the time of the Vendor Village Ticket purchase, reflected in their paid ticket price.
- 2) Audio/visual equipment will be available at the performance stage and includes:
 - a. One stereo amp and mixer for 4 inputs
 - b. One microphone
 - c. Stage lighting
 - d. One video projector
 - e. Electricity outlet

PLEASE NOTE: It is the responsibility of the performer to supply all needed connections to the AV equipment supplied

The Performer/Presenter agrees to the following:

- 1) Performer/Presenter will send a Performance/Presentation description, full color professional photo, and promotional materials at least 12 weeks before the Performance/Presentation or within 2 days of purchasing Vendor Village tickets if within 12 weeks of the Festival.
- 2) Performer/Presenter will send out two email notices to their contacts list informing them of their appearance.
- 3) Performer/Presenter agrees to participate in any media interviews that BMSE may have organized before the festival. BMSE will provide adequate notice of such interviews.

All additions to this contract must be in writing, signed and dated. Purchase of your Vendor Village tickets will act as acceptance of these terms.

Concerning Vendor Village Exhibiting Space

- **Set Up and Show Times:** Set up times vary by expo and will be sent in your confirmation email. Public hours vary by expo and will be sent in your confirmation email. Tear down begins at the close of the expo on Sunday. NO early teardown is allowed.
- **Marketed Goods & Services:** All products, equipment, or services to be sold, offered, or marketed in any way during the expo must include clear pricing. Reader booths may not sell products. BMS Celebration reserves the right to determine the eligibility of any product, company brand or service, and Promoter's judgement shall be final and binding. No booth may have more than one reader at a time. No food or food samples shall be given away or sold unless approved by Promoter.

- **Booth Provisions:** Promoter will provide a booth space, sized according to your purchase. Booth may include an uncovered banquet table and chairs for a Retail booth, no tables for Reader booths. Show management reserves the right to change or move booth locations if deemed necessary.
- **Security and Risk of Loss:** Although Promoter will endeavor to provide basic security during the Festival, Promoter is not liable for lost, damaged, or stolen goods equipment, or personal property. Exhibitors are advised to carry their own property and casualty insurance to cover losses from whatever source.
- **Exhibitor's Financial Responsibility:** Exhibitor is financially responsible for any damage caused to booths, decorations, Venue property and any injuries and damages to third persons or their property that is caused by or originates in exhibitor's booth or through exhibitor's action. Third persons include, but are not limited to, business guests, invitees, others in attendance at Expo, other exhibitors, show staff, and any other persons at the Expo. Exhibitor shall protect Promoter from all such claims, defend the Promoter from such claims, and hold the Promoter harmless from all such claims and the expenses thereof including the costs and attorney fees incurred in defending such claims, and shall pay all such claims for which any legal liability is established.
- **Comply with Rules:** Exhibitors will comply with all Venue and show rules when and where they apply, and shall, confine exhibitor's activities including sound and odors to exhibitor's booth and the booths immediate surroundings.
- **Smoking Prohibited:** Smoking is not permitted in the Exhibit Hall, nor is the burning of candles, incense, sage or any other material.
- **Compliance with Laws:** Exhibitor will abide by all Federal, State, and City laws pertaining to fire, safety, and behavior. This includes any face mask or other COVID mandates. (All booth materials and covers must be flame retardant). Exhibitors are responsible for meeting all City/State taxation, resale, licensing, and Health Department requirements.
- **Behavior:** Exhibitors agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow exhibitors, and show management staff.
- **Risk of Loss for Unavoidable Cancellation or Termination:** Exhibitors bear risk of loss through show cancellation or termination for which the Sponsor bears no responsibility. In the event that any outside force, beyond the Promoters control, cancels the Expo or prevents it from taking place or continuing, such as, but not limited to, acts of God, acts of civil disobedience or terrorism, acts of war or work stoppage, the Promoter reserves the right to retain payments made by the Exhibitors to defray all Promoter's expenses and losses.
- **Prepayment of Fees:** Any booth fee not paid in full at least 45 days before the show begins will require payment in full and result in the collection of an additional late fee of \$50 before set up will be allowed. Partial prepayment fees shall be forfeited as liquidated damages if the full payment of fees is not made by show time set up as exact damages may be hard or impossible to calculate.
- **Manning Exhibit Space:** BMSE expects that the exhibitor will have personnel in the booth throughout the expo hours. No early teardown should take place.
- **Important Note: All booth sales are final and no refunds will be given if the exhibitor cancels or if the expo is rescheduled, moved or cancelled.**
- Should a transfer of fees to a different show be approved, an admin fee will be applied in the amount of: \$25 if 30+ days prior to the show, \$100 if between 10-30 days of the show. If approved, a credit on the books less this fee may be issued for future use with BMSE. This credit will be available to be applied to any future show. No credit of any kind will be available within 10 days of the show.

- **Show Management Decisions Binding:** Any decisions concerning the operation of the Expo, conduct at the booths and in the aisles, including but not limited to appropriateness of dress and behavior, not otherwise covered by these rules is subject to the sole decision of the Promoter .
- **Terms Extend to Future Exhibits and Shows:** Those Exhibitors who may participate in any future show or other expo of the Sponsor: Should you not have signed a subsequent contract for that Expo, you herewith agree to abide by, and be bound by these rules, terms and conditions in your participation in all future shows and Expos of this Promoter.
- **Violation Consequences:** Violation of any of these terms and conditions or rules made by the Promoter in accordance with this contract may subject the Exhibitor to immediate expulsion from the Expo, and the Exhibitor's property may immediately be removed at the Exhibitor's expense, and the Exhibitor shall forfeit all payments made under the contract all at the sole and exclusive discretion of the sponsor and Exhibitor shall not be relieved of any other liabilities and responsibilities under the terms and conditions of the contract.
- We are no longer accepting Aura Photography for vendor booths in Denver or Colorado Springs. By purchasing a booth in these cities, you are agreeing that you will not be participating in aura photography in any way. BMSE reserves the right to review the services that you are offering and may ask you to discontinue use of equipment that BMSE deems as aura photography.
- **No refunds: There are no refunds for booth purchases. All sales are final.**