



**Exhibit Space Application For Midwest Shows
St. Louis Bird Fair & Sale**



**Machinists Hall
12365 St. Charles Rock Road
Bridgeton, MO 63044**

Fair Date: January 15, 2012

Exhibitor:

Company

Address

City, State, ZIP

Representative

Email

Telephone Number(s)

Product/Service
Description

Spaces are 8' long, include one eight foot table and 2 chairs, and cost \$40.00 each.

Please indicate desired location by including table numbers. Please indicate a second and third choice, to be assigned if first and/or second choice is unavailable. Please refer to attached diagram.

First Choice	Second Choice	Third Choice

Exhibitor hereby applies for exhibit space at the Midwest Shows St. Louis Bird Fair & Show, and understands that upon acceptance this application and attachments become an agreement. Exhibit space will be assigned as discussed in the section *Payment Terms*. MWS reserves the right to adjust booth layout at any time prior to



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January 15, 2012. If requested spaces are unavailable, contract will not be binding until location is agreed upon as indicated in writing

Please indicate if electricity is required. (Circle one) *Yes* *No*

Signature (of representative above)

Date

Make checks payable to: **Midwest Shows**. Mail completed agreement, signed disclaimer, and payment to:

**Midwest Shows
P.O. Box 30
Ripley, Ohio 45167
937-377-3607**

*****We also take Visa, MasterCard, and PayPal*****



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Agreement

The Exhibitor agrees to the following terms and conditions between the Exhibitor and Midwest Shows (MWS). The Exhibitor also agrees to comply with requests by Officers of the MWS during St. Louis Bird Fair & Sale (Fair).

Location and Hours - The Fair will be held at Machinists Hall, in Bridgeton, MO on Sunday, January 15, 2012, with subsequent dates to follow on the THIRD SUNDAY of every month. The Fair will be open to the public 10:00 AM – 4:00 PM. Exhibitors will have access to the hall Sunday from 7:00 AM to 10:00 AM for setup and bird care. Exhibitors will have two hours after end of Fair to remove displays. No early breakdown without prior approval or unless you are sold out. Voluntary breakdown is permitted only after 3:45pm.

There is to be no selling out of the parking lot to any customers that have not paid their admission fee to the show. Any vendor violating this will no longer be permitted to participate in any future Midwest Shows event.

Payment Terms - Full payment and application must be received by December 15, 2011. Space is assigned on a first received, first served basis. Confirmation of booth assignment will be made by email or telephone if requested. Vendors from the current Fair may reserve their space for the next Fair by submitting their next payment by the end of current Fair (or 30 days in advance).

Exhibitor Cancellation and Refund Policy - An exhibitor may cancel all or part of their agreed space by submitting an email to info@midwestshows.biz, or by phone at 937-377-3607. This MUST be received by MWS at least 7 days in advance. Upon timely receipt of cancellation notice, Exhibitor will be entitled to a refund of one half (50%) of the value of the cancelled space.

Cancellation Of The Fair - If for any reason, the Fair is cancelled, due to act of God, strikes, fire, calamity, national emergency, earthquake or any reason beyond the control of MWS, Exhibitor's payment will be refunded. In the event of cancellation, the Exhibitor agrees to hold harmless MWS and the Hall.

Displays – Exhibit space includes the area(s) listed on the application. Exhibitor agrees to keep exhibit space clean and staffed at all times during public Fair hours. MWS reserves the right to restrict exhibitor because of noise, method of operation, materials or odor, and prohibit or remove any exhibit which, in the opinion of MWS, may detract from the standard of the Fair. This includes persons, things, conduct and printed matter as well as sick or unhealthy looking birds and/or dirty cages.

Vendors must supply their own table cloth(s). Tables MUST be covered with either cloth or paper if live birds are placed on them. Drop cloths should be used to contain any mess. MWS will have a limited number of emergency table cloths in the event that you table is not covered, for an additional cost of \$5.00 per cloth.



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The Exhibitor is liable for delivery, handling, sound engineering, structural integrity, erection and removal of their displays and materials and safety of all birds. Exhibitor accepts responsibility for any damage that may result, directly or indirectly, from their employees, exhibit or its contents.

CAGES AND CARRIERS must be appropriately sized for the bird(s) held within, and bottoms cleaned as needed to uphold appropriate conditions and appearances.

FRESH FOOD AND WATER must be available for birds at all times.

BIRDS SHOULD BE IN cages or carriers to help control the possibility of theft. It is suggested that wings be clipped. If wings are not clipped, it is **HIGHLY** recommended that the birds remain in cages to avoid loss.

BIRDS APPEARING to be ill, injured, overly-stressed or inappropriately housed will be removed from the show. IF your birds are removed from the show, they **MUST** be inspected by an avian veterinarian **AND** a Midwest Shows Representative for any and all of the above conditions before they are allowed to return.

ABUSE OR NEGLECT of birds will not be tolerated and will result in appropriate sanctions including permanent dismissal from any and all Midwest Shows events.

Unweaned Birds – MWS believes strongly it is a mistake to sell unweaned birds to the general public. A transaction here refers to arrangements for the transfer of ownership, at any time, of a currently unweaned bird. MWS would prefer unweaned birds not be brought to the Fair, but if necessary for their maintenance, they may be brought. Public display or handling of unweaned baby birds is at vendor's risk.

Give-Aways - Exhibitor give-aways may be distributed only from the Exhibitor's space, not from aisles or other exhibit spaces.

Conduct Considerations - MWS has the right to restrict Exhibitors who interfere with the interest of the Fair. Any use of audio/video equipment must not interfere with neighboring Exhibitors. Any Exhibitor who disturbs other Exhibitors, guests or MWS will be considered in breach of this agreement.

Liability Limitation - Neither the Hall nor MWS is responsible for injury, damage nor loss of property of any kind whatsoever, whether by Exhibitor, his agent, employees, guests, anyone visiting or otherwise. The Exhibitor accepts full responsibility for all injury and damage arising out of their exhibit. Exhibitor hereby agrees to indemnify and hold harmless MWS and others lawfully on the exhibit floor from and against any claim, loss, liability or damage as a result of their exhibit or furnishings and behavior of its birds.

Property Damage To The Hall - Exhibitor is liable for all damage to building, floor, walls, columns, or booth, equipment and to property belonging to other exhibitors. Exhibitor may not alter building or surroundings. Nothing shall be nailed, stapled, taped or otherwise affixed to the walls, floor or any part of the building. Electrical cords may be secured to the floor with tape that is completely removed, including adhesive, at end of Fair.

Safety Regulations - Exhibitor will comply with all applicable national, State, local and building regulations.



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All fire codes, laws, ordinances, regulations and health and safety standards must be strictly obeyed. Any activity which obstructs an aisle is prohibited. Any Exhibitor requiring use of chemicals or gases must consult with the fair coordinator, prior to fair dates, to ensure compliance with applicable restrictions and regulations.

Management Prerogative – MWS reserves the right to deny participation to any company, organization, association, club or individual, whose presence is deemed inappropriate or not in the best interest of the Fair. This decision is solely at the discretion of MWS. Therefore, the tender of this contract shall be considered an offer to take exhibit space at the Fair, and MWS has the right to reject said offer. Upon such rejection, all monies shall be promptly returned to the applicant at the address on the face of this agreement.

Breach – Exhibitors violating or not fulfilling the terms of this agreement, as determined by MWS Officers, may be removed from the fair.

SALES TAX

All vendors are required by the state laws of Missouri to collect sales tax on all sales. Missouri Department of Revenue requires that Midwest Shows provides them with a list of all vendors attend any of the St. Louis Bird Fairs & Sales. This is the law and Midwest shows will abide by it. Sales tax forms and rate sheets will be provided by the state of Missouri to Midwest Shows to give to all vendors of the St. Louis Bird Fair & Show.

DISCLAIMER

It is hereby expressly agreed that the owners of birds acknowledge and voluntarily agree that they shall assume sole responsibility for any illness, diseases contracted by the birds, injury or death.

They further agree they will indemnify and hold harmless Midwest Shows from and against any and all claims, damages, losses or expenses of any nature whatsoever, including reasonable attorneys' fees in defense of any claim arising out of any loss sustained by the owner by reason of injury, illness, death or property damage while the bird(s) is/are at the St. Louis Bird Fair & Sale.

The parties further agree that the laws of the state of Missouri shall be controlling in the enforcement and interpretation of this agreement with any issues to be heard in the Circuit Court for St. Louis County, Missouri. The owner specifically waives any law of the State of Missouri contrary to the enforcement of the intent of this agreement.

The parties hereto certify that they have carefully read and understand the foregoing agreement and freely and voluntarily execute it being duly authorized to do so.



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Dated this _____ day of _____, 2011

VENDOR:

BY: _____

For informational and promotional purposes, if you will bring birds, *what breeds?*

All vendors, whether bringing birds or not, must sign and return this form with your agreement and payment.