

# Mid-Atlantic Deaf and Hard of Hearing Festival

August 1, 2014

Dear Prospective Exhibitors,

The Maryland Deaf Senior Citizens invites you to participate as an exhibitor at the upcoming Mid Atlantic Deaf & HH Festival™, a **one-day Event** on Saturday, November 15, 2014 at the Howard County Fairgrounds, in West Friendship, Maryland.

The Mid Atlantic Deaf & HH Festival™, like many deaf expos held across the country is expected to be one of the largest and most popular expositions of deaf related products and services, drawing up to 3,000 – 5,000 attendees. The festival will be held in a 50,000 square-foot hall, and it will be free of charge and open to the public. Everyone will be welcome to come and browse through the products and services offered by the festival like yourselves. During the one day festival we will have deaf performing and visual artists.

## Why Exhibit?

Showcase your business or organization at the Mid Atlantic Deaf & HH Festival™ 2014 to thousands of deaf, hard of hearing, late deafened, deaf blind and hearing consumers, parents and young people. You'd have the opportunity to:

- Make profitable new business contacts,
- Launch new products, and
- Sell your products and services.

## Great Visibility for Exhibitors

The Mid Atlantic Deaf & HH Festival™ offers excellent opportunities for visibility.

- Exhibit admittance is FREE to all!
- Deaf performing and Visual Artist will be in the same Exhibit Hall
- Exhibitors will be listed on the Maryland Deaf Senior Citizens website.

## Space is limited. Exhibit contracts will be accepted on a first-come, first-serve basis.

Contact me at [mddeaffestival2014@gmail.com](mailto:mddeaffestival2014@gmail.com) for more information. We look forward to your joining us for a successful Mid Atlantic Deaf & HH Festival™ 2014.

Wayne Berke, Chair  
Mid Atlantic Deaf & Hard of Hearing Festival™  
Email: [wdbford65@gmail.com](mailto:wdbford65@gmail.com)  
VP: 623-208-7648

**Maryland Deaf Festival 2014 Exhibition Contract**

Please type or print clearly

Business/Organization Name: \_\_\_\_\_  
Status:  For Profit  Deaf Owned  Non-Profit (please provide proof of NFP status)  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Daytime Phone/TTY/VP: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Rates Per Booth**

**Early Bird Special (until September 30, 2014):**

\$350 For Profit  \$275 Deaf Owned  \$250 Non-Profit

**Standard Rate (After October 1, 2014):**

\$550 For Profit  \$475 Deaf Owned  \$375 Non Profit

**Exhibit Reservations**

Number of booths  One  Two  Three  Four Booth Size 10 X 10  
(Electricity and WIFI not included. If need electricity and/or WIFI send email below)

For more than five booths, please contact [mddeaffestival2014@gmail.com](mailto:mddeaffestival2014@gmail.com)

Names of Exhibit Attendees (up to four per booth): \_\_\_\_\_

**Exhibit Agreement**

Exhibitor signature below stipulates having read and agreed to the complete 2014 MD Deaf Festival Exhibitor Rules and Regulations which are incorporated into this contract by reference. The Application becomes a contract when accepted and confirmed MD Deaf Festival Exhibit Coordinator. All fees are to be paid in full upon submission of signed contract.

Signature of representative: \_\_\_\_\_ Position: \_\_\_\_\_

Print name of Representative \_\_\_\_\_

**Cancellation of Exhibit Contract**

Should an exhibitor wish to cancel this contract, the refund schedule is as follows: 1) Notification of cancellation on or before August 31, 2014 – 100% refund of total contracted cost 2) Notification of cancellation after August 31, 2014 or if Exhibitor fails to occupy the space, **NO REFUNDS. Note: Exhibitor contracts are not considered cancelled unless Exhibit Coordinator has received notice in writing. No exceptions.**

**Payment Section**

Credit card information and this contract can be emailed to [mddeaffestival2014@gmail.com](mailto:mddeaffestival2014@gmail.com). A \$30 charge will be assessed on all returned checks.

Check/Cashier's check/Money Order enclosed (payable to MDSC)

Credit Card (select type) : \_\_ Visa \_\_ MasterCard Total Payment: \$ \_\_\_\_\_

16 Digit Account Number: \_\_\_\_\_ 3 Digit CCV Code \_\_\_\_\_

Full Name shown on card: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Billing address on credit card \_\_\_\_\_

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

**Add 3% service fee for credit card processing**

## Exhibit Space Details

Each 10' X 10' exhibit booth package will consist of one draped 6' table, two side chairs, and booth identification sign. Booth back drape will be 8' high with 3' high side rails.

## Exhibit Hall

Exhibit will take place in Howard County Fairgrounds, West Friendship, Maryland.

## Exhibit Space Extras

Furnishings, rental of additional carpeting, phone/internet lines, electricity, special sign service, audio-visual services, and labor are not included in the price of the exhibit space. These services will be handled by the MDSC contracted decorator. You will receive an Exhibitors Service Kit containing information on shipping exhibit materials, information, and rates for decorator and drayage services, and order form for labor, cleaning, and electrical services, etc. Please note that instructions contained in the Exhibition Service Kit take precedence over those outlined in the Maryland Deaf Festival Exhibit Contract.

## EXHIBIT RULES AND REGULATIONS

*The following rules and regulations have been designed for the benefit of all exhibitors. MDSC request the full cooperation of the exhibitor in their observance. MDSC reserves the right to terminate the exhibitor's display privileges at any time for breach of any of these terms, rules, and regulations. Such termination may become effective during the conference, at which time the exhibitor agrees to close his/her exhibit upon receipt of notice of termination and thereafter remove his/her exhibit from the exhibition hall as soon as possible without disruption of the meeting. Expulsion of an exhibitor under these rules shall not give rise to a claim for a refund of the fees paid by such exhibitor.*

## Agreement

Exhibitor signature on the contract stipulates having read and agreed to the Rules and Regulations. The Rules and Regulations are incorporated into the contract by reference and the application becomes a contract when accepted and confirmed by the MDSC Exhibit Coordinator. All fees are to be paid in full upon submission of the signed contract.

## Booth Sales – Payment of License Fees/Taxes

Exhibitors shall be solely responsible for the payment of any licensing fees, the payment of any sales tax or for the collection and payment of any sales or other tax necessitated by any sale or promotion with its booth during the course of the Maryland Deaf Festival. MDSC shall not be responsible for the payment if any such fee or tax, and the exhibitor hereby expressly holds MDSC harmless for the obligation of the payment of any such fee or tax and further agrees to indemnify MDSC in the event that a demand for the payment of any such fee or tax is made upon MDSC.

## Cancellation of Exhibit Contract

Should an exhibitor wish to cancel this contract, the refund schedule is as follows: 1) Notification of cancellation of contract on or before Wednesday, August 31, 2014 – refund of 100% of total contracted cost; 2) Notification of cancellation of contract after August 31, 2014 or if Exhibitor fails to occupy the space – MDSC retains 100% of contracted costs.

**Note: Exhibitor contract are not considered cancelled unless MDSC has received notice in writing. No exceptions.**

## Default in Occupancy

Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided in the signed application. If not occupied by the time set for completion of installation of displays, such space may be possessed by MDSC. If the Exhibitor fails to occupy the space – MDSC retains 100% of contracted costs.

## Exhibit Space Assignment

Exhibit booth location is based on the following: Submission date of application and full payment; sponsor status; type of business or service.

### Exhibitor Representatives

Each person assigned to staff exhibit booths must wear the Conference Exhibitor Identification. Each Exhibitor is entitled to four free personnel identification badges per booth..

### Installation and Dismantling of Exhibits

All construction (set-up) and dismantling (breakdown) of exhibits must be carried out during the times stipulated below. No exhibit may be erected after the exhibition opens or dismantled before the official breakdown time. Exhibit should be constructed and arranged so that they do not obstruct the general view, or detract from the exhibits of others (i.e. flashing lights, loud noise or music, swirling objects). MDSC reserves the right to determine the appropriateness of exhibit space and materials. Set up will be Friday, November 14<sup>th</sup> 10AM – 7PM. **NOTE: The exhibit area must be cleared of all exhibit materials by 8 pm on Saturday, November 15, 2014.**

### Insurance and Security

MDSC will provide peripheral security in the Exhibit Hall during the Move-in and Breakdown. MDSC and its subcontractors cannot accept any responsibility for the protection of exhibitor's materials and displays during the conference. Exhibitors are expected to carry all risk insurance on their exhibits, utilize lock boxes, and/or arrange for their own security in their booths, as appropriate, at their own expense.

### Interpreting Services

Exhibitors are responsible for their interpreter needs. Those who require interpreters can make arrangements through MDSC Conference Interpreter Services.

### Liability

It is mutually agreed by and between the Maryland Deaf Senior Citizen and Exhibitor that Maryland Deaf Senior Citizens shall have no liability whatsoever to an exhibitor, his/her employees or business activities. The Maryland Deaf Senior Citizens shall have no liability for loss or damage resulting from any cause to the property of Exhibitor, his/her employees or business. It is further understood and agreed that all claims against the Maryland Deaf Senior Citizens for any such damage, loss or injury are expressly waived by Exhibitor and assumed as Exhibitor's responsibility. Space is leased with the understanding MDSC will act for Exhibitor and his/her representatives only in the capacity of agent and not as principal. MDSC assumes no liability whatsoever for damages for any act of omission or commission in connection with the said agency, and the Exhibitor and his/her representative/s hereby keeps forever harmless MDSC from any and all liabilities for loss ensuing from a cause. It is further understood and agreed that MDSC shall in no event be liable to an exhibitor for any loss profits, sales or business opportunities, or any other type of direct or consequential damages to be due from a breach of this contract. It is understood and agreed that the sole liability of MDSC to Exhibitor for any breach of this contract shall be for refunds of all monies paid by Exhibitor pursuant to this contract as the exclusive remedy.

### Hold Harmless Agreement

Exhibitor will take all steps necessary, including hiring counsel, to defend, protect, indemnify, hold harmless and render Maryland Deaf Senior Citizens, Inc. (including its officers, directors, employees, agents and/or volunteers) against any and all claims, demands, suits or causes of action brought against the Maryland Deaf Senior Citizens, Inc. (including its officers, directors, employees, agents and/or volunteers) for all liability, damages, or loss, whether sought under law or in equity, which may be asserted against the Maryland Deaf Senior Citizens, Inc. (including its officers directors, employees, agents and/or volunteers) are on account of injury, loss or damage caused by, arising out of, or in any way incidental to the conduct or operation of the Exhibitor.

The Maryland Deaf Senior Citizens, Inc. and the Exhibitor agree that the obligations under this agreement include, but are not limited to those situations where liability for:

1. Injury, or loss or damage is caused by the combined or concurrent negligence of the Maryland Deaf Senior Citizens, Inc., Exhibitor and any third party (and any of their respective officers, directors, employees, agents and/or volunteers); and/or

2. Injury, loss or damage arises with or without fault based on any theory of strict liability, statutory liability or by operation of law.

The Maryland Deaf Senior Citizens, Inc. and the Exhibitor agree that to the extent this indemnification of the Maryland Deaf Senior Citizens, Inc. (its officers, directors, employees, agents and/or volunteers) for injury, loss or damage may be found to be contrary to existing or newly enacted law, this provision, to such extent (and only to such extent), is and shall be void or voidable. In such instance, Exhibitor agrees to immediately defend, indemnify, save and hold the Maryland Deaf Senior Citizens, Inc. harmless to the fullest extent allowed by law.

The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Howard County Fairground premises (HCFG) and will indemnify, defend and hold harmless HCFG, its owners, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

### **Restriction on Use of Space**

Two or more organizations cannot share booth space. No exhibitor may sublet, assign, or share any part of the space allotted them without written consent of the Exhibit Coordinator. Solicitations or demonstrations by exhibitors must be confined within the boundaries of their respective space(s).

- Exhibit materials, signs and displays are prohibited in any area other than the booth assigned, unless approved in advance by the Exhibit Coordinator and the site facility management. These areas include, but are not limited to public places outside of the Exhibition Hall,
- Any property damaged or destroyed by an Exhibitor must be replaced in its original condition by the Exhibitor at the Exhibitor's expense.
- All points not covered here are subject to decisions of MDSC Exhibitor Coordinator.

### **Shipping, Handling, and Removing Instructions**

Exhibitors are responsible for the cost of shipping their materials and equipment and shall make arrangements directly with MDSC Conference contracted decorator. Once the signed contract and payment is received, the Exhibit Coordinator will instruct the decorator to send an Exhibition Service Kit or to provide a link for the online kit that will include shopping, handling, and removal instructions.

### **Term of Payment**

Payment in full is due upon submission of signed contract. Payment can be made by company check payable to MDSC, Cashier's check, Visa, MasterCard. Mail completed contract and payment to:

MDSC – MD DeafHH Festival  
Attn: Conference Exhibit  
406 Prospect Road  
Mt Airy, Maryland 21771

### **Questions????**

Contact Wayne Berke VP – 623 208 7648  
[mddeaffestival2014@gmail.com](mailto:mddeaffestival2014@gmail.com)