



**HELEN BRETT ENTERPRISES**  
 EXHIBITOR CONTRACT  
 301 W. Mondamin St., Unit #159  
 Minooka, IL 60447  
 General Info: 630.241.9865  
 www.HelenBrett.com

FAX THIS FORM TO  
 331.481.5764  
 OR  
 EMAIL IT TO  
**CONTRACTS@HELENBRETT.COM**

**MID-SOUTH JEWELRY AND ACCESSORIES FAIR**  
 Renasant Convention Cntr. – Memphis, Tennessee **(NEW LOCATION)**  
 July 7 – 9, 2023 **(Friday Opening)**  
 Standard Booth \$950/booth  
 \$175 additional fee for corner booths.  
 \$2 Business Admin Fee | \$6 Business License Fee

**Credit card payment of all show fees required after June 7, 2023**  
 Total Booth Quantity: \_\_\_\_\_  
 #1 Booth choice: \_\_\_\_\_ #2 Booth Option: \_\_\_\_\_  
 5' Showcase Rental: # \_\_\_\_\_ Full Views # \_\_\_\_\_ Half Views  
 Showcase Rental \$250 Advance + 9.75% Tennessee Tax

**BOOTH RENTAL INCLUDES** Pipe and Drape, and one company sign.

**DECORATOR SERVICES AVAILABLE:** Drayage Service, Tables, and chairs. (Please contact Hicks Convention Services – 800-798-0262)

**PRIMARY PRODUCT CATEGORY:**  Accessories  Apparel  Fashion Jewelry  Fine Jewelry  Gifts  General Merchandise  Skincare\*  
 Gourmet Items  Handbags  Shoes  Silver Jewelry  Other \_\_\_\_\_

Additional merchandise displayed: \_\_\_\_\_

Note that any product may be removed at show management's discretion.

**EXHIBITOR INFORMATION**

Company Name \_\_\_\_\_ Contact \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_ Website \_\_\_\_\_

Credit Card required to reserve space if submitting contract after dates above.  
 There will be a 3.5% service fee for paying with credit card.

Credit Card # \_\_\_\_\_  
 Exp. Date \_\_\_/\_\_\_/\_\_\_ Amount \$ \_\_\_\_\_ CVS \_\_\_\_\_  
 Cardholder Name \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 \$35 fee charged for second credit card decline to HBE's office.

**FOR HELEN BRETT USE ONLY:** Account # \_\_\_\_\_  
 On-Site Payment Date \_\_\_\_\_ Record # \_\_\_\_\_  
 Salesman # \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_  
 Cash  Check # \_\_\_\_\_ Processed by \_\_\_\_\_  
 Credit Card  Transfer Balance Due \$ \_\_\_\_\_

**\*Skincare booth fee is double the amount listed above.**

**PAYMENT**

**Contract must be submitted with a 50% deposit. Full payment is due 30 days prior to the show start date.** Should an applicant fail to comply with this requirement, the Management has the full authority to cancel all space assigned to the applicant. Exhibitor is responsible for payment of all utilities and decorator items ordered and/or used. Deposits are non-refundable and non-transferable.

**CANCELLED SPACE/CANCELLATION POLICY**

The Management reserves the right, should any rented exhibitor's space remain unoccupied on opening day, or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his invoice for space rental.

We understand that the show Director reserves the right to demand release of booths at any time during the show for failure of ourselves or our representative to conform to the rules and regulations, and that our booth will be manned during all show hours.

In the event of cancellation of show due to fire, strikes, governmental regulations or other causes beyond our control, the Director shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible; after consideration of expenditures and commitments already made.

We understand that we are obligated to pay full fees of cancellation and/or failure to show to exhibit for any reason.

**All matters not covered in these conditions are subject to the decision of the show management and all exhibitors must abide by decisions made by the show management.**

**HELEN BRETT ENTERPRISES, INC./HELEN BRETT TRADE SHOWS, INC. RIGHTS**

Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc. reserves the right to change or modify the layout of the show and/or relocate exhibits or exhibitors; cancel in whole or in part the show due to an event of force majeure; or change the date, location and duration of the show without any liability to Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc.

**I fully understand the Rules and Regulations, the Exhibitor Code of Conduct, and will comply accordingly.**

Exhibitor's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\* By completing the information above, exhibitor agrees to receive advertisements and announcements from Helen Brett Enterprises by fax and/or email.

# EXHIBITION RULES & REGULATIONS GOVERNING HELEN BRETT TRADE SHOWS

## CANCELLED SPACE/CANCELLATION POLICY

The Management reserves the right, should any rented exhibitor's space remain unoccupied on opening day, or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his invoice for space rental.

We understand that the show Director reserves the right to demand release of booths at any time during the show for failure of ourselves or our representative to conform to the rules and regulations, and that our booth will be manned during all show hours.

In the event of cancellation of show due to fire, strikes, governmental regulations or other causes beyond our control, the Director shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible; after consideration of expenditures and commitments already made.

We understand that we are obligated to pay full fees of cancellation and/or failure to show to exhibit for any reason.

**All matters not covered in these conditions are subject to the decision of the show management and all exhibitors must abide by decisions made by the show management.**

## BOOTH RESTRICTIONS

All signs must be approved by show management before they are displayed in the booth. There will be no handwritten signs or two way signs allowed. Booth signs must face the aisle the booth is located. Signs advertising discount prices must have specifics and documentation.

**Booth walls cannot exceed 8' in height and side walls cannot extend more than 5' from back wall. If an exhibitor's merchandise exceeds the allotted booth space, the exhibitor will be charged at the rate of \$150.00 per sq. ft.**

**No exhibitor will be allowed to borrow or exchange any booth equipment which has been paid for by another exhibitor. All unused booth equipment will be recovered by the equipment company. If an exhibitor uses equipment other than his own, he will be assessed twice the floor order price.**

**Space may not be sublet without show managements consent. Subletting without consent will result in penalties.**

**ANY CHANGES TO BOOTH SET-UP MUST BE SENT DIRECTLY TO THE EQUIPMENT COMPANY AT LEAST THREE (3) WEEKS PRIOR TO SHOW. ON-SITE BOOTH CHANGE - \$50.00 PER CHANGE.**

## PRODUCT EXCLUSIVES

Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc. will not offer exclusive rights to any exhibitor.

## MUSIC

Any music (or noise) coming from your booth must be kept to a minimum and will not interfere with any surrounding exhibitors. We do not encourage the use of music sound systems as we find that they are distracting to other exhibitors and attendees.

The use of music licensed under ASCAP, BMI or any other licensing agency is prohibited. This includes most popular music. These agencies have imposed fines and legal fees on exhibitors using licensed music. Any fines or resulting legal fees from this misuse of licensed music will be the sole responsibility of the exhibitor.

## ENTERTAINMENT

Any entertainment or demonstrations must be confined to your booth area. You are not permitted to use the Show aisles for this purpose. If your demonstration results in a large number of attendees blocking the flow of traffic in the show aisles, you will be asked to discontinue the presentation or demonstration.

It is hereby agreed that the Exhibitor will not use any prerecorded or live music in demonstrations of their products or services. Radios, videos, or photographic equipment will not be allowed. No loud speakers will be

permitted or broadcasting of any kind. Any light that produces motion/movement of any kind is prohibited.

## INSURANCE

Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc., and the Convention Center, their officers, staff members, employees, agents, and representatives, will not under any conditions or circumstance be responsible for any loss sustained by any Exhibitor or any other person by reason of fire, theft, water, injuries, or for any actions whatsoever that are not due to the intentional acts of Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc. or the Convention Center. All rules and regulations which are supplementary to this contract are not a part of this contract, and in no way can become a part of this contract.

Each Exhibitor agrees that it shall assume sole responsibility for any damages to property or injuries to person, and shall indemnify and hold harmless Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc., and the Convention Center, and the Security firm and all of their personnel, for any and all alleged claims and liabilities which might ensue from any cause whatsoever, including any actions of any kind generally, and specifically, personal injuries to any Exhibitors, officers, staff members, employees, agents, representatives, attendees, and guests except for any claims or liabilities arising out of the negligent or willful conduct of Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc., and the Convention Center, their officers, staff, employees, agents and representatives. It is understood that all fees, cost & expenses incurred by an Exhibitor that is caused by any legal action shall be the sole responsibility of the exhibitor, and reimbursement shall not be sought against Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc., and Convention Center; however, Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc., and the Convention Center shall be reimbursed by the seeking Exhibitor for costs, fees and expenses that are incurred and expended in defense of any action. **EXHIBITORS SHALL AFFECT THEIR OWN INSURANCE.**

## SAFETY

The exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and the necessary fire precautions will be taken by the exhibitor.

## HANDICAPPED/DISABLED ATTENDEES

Helen Brett Enterprises, Inc./Helen Brett Trade Shows, Inc. has made accommodations for your attendance. If any special requirements are needed, please contact us directly at least two weeks prior to the show.

## INDEMNIFICATION

EXHIBITOR hereby agrees to indemnify, defend and hold HELEN BRETT ENTERPRISES, INC. (hereinafter referred to as "HBE") and its officers, directors, members, employees, agents and affiliates including all of its related entities harmless against any and all liabilities, losses, claims, damages, suits, costs and expenses (including court cost, attorney's fees and other related expenses, together with such fees and costs, if any, required to establish the right to indemnification or incurred in connection with a dispute between HBE and EXHIBITOR) arising out of, resulting in any way from, or in connection with:

- (a) Any breach or violation of this Agreement by EXHIBITOR;
- (b) Any inaccuracy or misrepresentation in, or breach of, any of the warranties, representations, covenants or agreements made by EXHIBITOR in this Agreement.
- (c) Any bodily injury, death or damage to persons, and real or tangible personal property occurring in whole or in part due to the acts, neglect or omissions (whether intentional or negligent) of EXHIBITOR or any of its officers, directors, members, employees, agents, affiliates or contractors;
- (d) Liability, loss or injury including personal injury to

EXHIBITOR's officers, directors, members, employees, agents, affiliates or contractors arising from the performance of this Agreement;

- (e) Breach by EXHIBITOR, its employees, agents or subcontractors of its obligations of confidentiality and nondisclosure;
- (f) EXHIBITOR's failure to adhere to HBE's *SIMILAR PRODUCT BOOTH POLICY*, or misrepresentation in EXHIBITOR's response to HBE's *SIMILAR PRODUCT BOOTH POLICY* as well as any misrepresentation resulting in claims of copyright, brand, or trademark confusion or infringement or other deceptive practices;
- (g) All local, State and Federal income, withholding, Social Security and other taxes and assessments due by reason of the payments of EXHIBITOR to the appropriate government entities.

**THIS INDEMNITY PROVISION SHALL APPLY DESPITE ANY ALLEGED OR PROVEN NEGLIGENCE OF HBE, BUT SUCH OBLIGATION SHALL NOT APPLY IF THE CLAIM ARISES SOLELY FROM HBE'S NEGLIGENCE.**

Promptly upon obtaining knowledge of any claim, event, statement of facts or demand which has given rise to or could reasonably give rise to a claim for indemnification hereunder, HBE shall give written notice of such claim or demand ("Notice of Claim") to the EXHIBITOR, setting forth the amount and nature of the claim. HBE shall furnish to EXHIBITOR, in reasonable detail in the Notice of Claim or as soon thereafter as is practicable, such information as it may have with respect to such indemnification claim (including copies of any summons, complaint or other pleading which may have been served on it, and any written claim, demand, invoice, billing or other document evidencing or asserting the same). No failure or delay by HBE in the performance of the foregoing shall reduce or otherwise affect the obligation of any EXHIBITOR to indemnify and hold HBE harmless, except to the extent that such failure or delay shall have adversely affected the EXHIBITOR's ability to defend against, settle or satisfy any liability, damage, loss, claim or demand for which HBE is entitled to indemnification hereunder. EXHIBITOR shall take control of the defense and investigation of such Notice of Claim and shall engage attorneys of its sole choice to handle and defend the same. Said attorneys must be approved in writing by HBE. HBE shall cooperate in all reasonable respects with the EXHIBITOR and its attorneys in the investigation, trial and defense of such Notice of Claim and any appeal arising therefrom, at EXHIBITOR's expense. EXHIBITOR will keep HBE apprised of any and all court proceedings, filed court papers, and/or settlement offers related to Claim. HBE shall have the right to approve any settlement that provides for any relief other than the payment of money.

## EXHIBITOR CODE OF CONDUCT

- (a) No selling in the aisle, all business to be conducted in your booth.
- (b) No yelling or hawking at customers from your booth.
- (c) No disturbing other exhibitors or their customers.
- (d) No touching buyers and/or exhibitors without their consent.