

## Exhibitor Agreement

This Exhibitor Agreement is a binding contract by and between the Colonial Williamsburg Company, a Virginia corporation, and \_\_\_\_\_ (*exhibitor name*), with its principal place of business at \_\_\_\_\_ (*company name*).

WHEREAS, Hotel is willing to permit Exhibitor to come onto its premises for the purposes of participating in the following Event:

Group's Full Legal Name: **Virginia Hospital & Healthcare Association**

Name of Event: **VHHA 2014 Spring Conference**

Event Dates: Arrival: **Tuesday, April 08, 2014** Departure: **Sunday, April 13, 2014**

Date/s of Exhibitor's Show: \_\_\_\_\_

Booth Number: \_\_\_\_\_

### RECITALS

WHEREAS, Exhibitor wishes to participate in the Event on the terms and conditions stated in this Exhibitor Agreement,

NOW THEREFORE, in consideration of the recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

### AGREEMENT

#### **Animals**

Exhibitor will not use live animals for any purpose while on Hotel's premises.

#### **Audio Visual Equipment**

Exhibitors are welcome to provide their own equipment or rent through the Hotel's contracted provider. Exhibitor will submit the Hotel's request form to Hotel ten (10) days in advance of the Show. The Hotel will endeavor to honor any request made day of Show, but equipment may be unavailable or limited.

#### **Backdrops/Drapes**

Exhibitor will ensure that all curtains, buntings and drapes meet fire department standards.

#### **Care of Premises**

Exhibitor will not post, nail, tape or otherwise affix to walls, doors or floor surfaces any part of any exhibit, sign, or other item. By using the Hotel's facilities, Exhibitor agrees to be responsible for any damage it causes.

#### **Demonstrations**

Exhibitor will organize all demos within the designated exhibit booth space. Should Exhibitor or spectators interfere with the normal traffic flow in aisles, as determined by the Hotel. The Hotel reserves the right to have Exhibitor discontinue or relocate the activity.

**Electrical Services**

Exhibitor will submit the Hotel's electrical services request form to the Hotel no later than 15 days prior to the Show date. Electrical service request forms received by the Hotel in side of 15 days prior to the show date will be considered a floor order and floor order rates apply. The Hotel will endeavor to honor any request made day of Show, but service may be limited. All fees will be applied the day of the Show.

**Fire and Safety**

Exhibitor will comply with all federal, state and local fire and building codes that apply to the Hotel.

**Food and Beverage**

Exhibitor will purchase all food and beverage through the Hotel. All fees will be charged the day of the Show.

**Hanging Signs, Banners or Graphics**

Exhibitor may display professionally designed banners at the back of its booth. If requested, Hotel may provide labor for assistance with banner set up. Exhibitor agrees to pay Hotel \$35.00 per hour, with a one hour minimum, for labor. The request for labor form must be submitted to the Hotel no later than 10 days prior to the Show. All charges will be charged the day of the Show.

**Kitchen Use**

Exhibitor's use of the Hotel's kitchen for any reason must be authorized in writing in advance by Hotel. Hotel must receive request in writing 30 days prior to the date of the show.

**No-Smoking Policy**

Use of tobacco products inside Hotel facilities is prohibited. Exhibitor is responsible for ensuring that all individuals associated with it comply with this policy.

**Parking**

Exhibitor will park in the designated parking areas only. Exhibitor may use the Hotel's loading dock area for active unloading only. Exhibitor agrees to bear the cost of towing those of its vehicles that are in violation of this requirement.

**Security**

Exhibitor is responsible for safeguarding its goods, materials, equipment and exhibit at all times. Depending on staffing availability, security can be arranged through the Hotel with at least 30 days notice prior to the Show. All charges will be charged the day of the Show. Any security arranged through an outside vendor must be approved 30 days in advance by the Hotel.

**Shipping and Receiving**

Because of limited storage space, Exhibitor may ship items to the Hotel no sooner than 3 days prior to the Show. The Exhibitor will pay a \$3.00 handling charge per delivered box or item and a \$100.00 handling fee per pallet.

Shipping Address:

Attn: Exhibitor's Name, Name of Event  
The Williamsburg Lodge  
310F South England Street  
Williamsburg, VA 23185

The Hotel's Business Center will provide reasonable assistance to Exhibitor when return shipping arrangements are needed.

### **Trash Removal and Clean-up**

Exhibitor agrees to pay a clean-up fee for excessive trash removal and clean up, as determined by the Hotel. This fee does not include damage to the Hotel, the costs of which shall be paid by Exhibitor to the extent such damage is caused by Exhibitor.

### **Storage**

Exhibitor acknowledges that the Hotel is not responsible to provide storage of crates, fiber cases, boxes or any other supplies. The Hotel may offer storage based on availability. Storage fees will apply.

### **Teardown**

Exhibitor will remove all items associated with its exhibit immediately following the Show. Hotel is not responsible for any items left on the premises.

### **Telecommunications/Internet Services**

The Williamsburg Lodge offers complimentary wireless internet service. Exhibitor will request telephone and hard wired internet connections with Hotel at least 30 days in advance of the Show.

### **Indemnification**

The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of its activities on the Hotel's premises, covenants not to sue and agrees to indemnify, defend, and hold harmless the Hotel, and its parent corporation, as well as their respective trustees, directors officers, agents, servants, and employees from any and all such losses, damages, and claims.

### **Miscellaneous Terms**

Exhibitor agrees to the standard terms and conditions stated in **Exhibit A**, attached hereto and made a part of this Exhibitor Agreement.

### **Reservation of Rights**

The Hotel reserves the right to remove from its premises any Exhibitor in violation of this Agreement as determined in the Hotel's sole discretion.

### **Charges and Applicable Taxes**

Exhibitor agrees to pay all charges and applicable taxes for rental items, goods and services as stated on **Exhibit B**, attached hereto and made a part of this Exhibitor Agreement.

**Acceptance**

By signing below, Exhibitor agrees to the terms and conditions of this Exhibitor Agreement and authorizes Hotel to charge all fees for services provided by Hotel, as stated on **Exhibit B**, to the credit card information provided.

\_\_\_\_\_  
EXHIBITOR'S COMPANY NAME

\_\_\_\_\_  
Signature of Authorized Representative of Exhibitor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

**Return completed form to:**

Conference Services Department

Attn: Brooke Murray

The Williamsburg Lodge

P.O. Box 1776

Williamsburg, VA 23187-1776

Or fax to: (757) 565-8604

**EXHIBIT A**  
**EXHIBITOR AGREEMENT**  
**STANDARD TERMS AND CONDITIONS**

1. **Notice.** All demands, notices, approvals, payments, statements, requests, and other communications, including any Cancellation Notice, hereunder shall be in writing and shall be deemed to have been given when delivered by first-class regular mail or overnight delivery via a national carrier, addressed to the Group care of the Group Representative at the address first written above, and to the Hotel care of Jeffrey Metcalf, Director of Conference Services and Catering Sales, 310 S. England Street, Williamsburg, Virginia, 23185.
2. **No Assignment.** Exhibitor shall not assign its rights or delegate its obligations hereunder without the prior written consent of Hotel.
3. **No Waiver.** The failure of either party to insist on performance at a given time of one or more provisions hereof shall not affect that party's right to require performance at a subsequent time or be construed as that party's waiver of such provisions or of its right thereafter to enforce each and every provision of this Exhibitor Agreement.
4. **Severability.** Every provision of this Exhibitor Agreement is intended to be severable. In the event any provision of this Exhibitor Agreement is declared invalid, unlawful, or unenforceable, such declarations will neither nullify nor affect the validity, legality, or enforceability of any other provision of this Exhibitor Agreement. The parties agree to amend any invalid provision to the extent needed to make such provision acceptable and enforceable in a court with jurisdiction over this Exhibitor Agreement while retaining the intent of the provision and the entire Exhibitor Agreement to the greatest possible extent.
5. **Use of Terms.** "Shall" and "will" as used in this Exhibitor Agreement are interchangeable, both terms being intended to convey a mandatory obligation; "including" means including without limitation.
6. **Governing Law & Venue.** This Exhibitor Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to Virginia's conflicts of laws principles. Any dispute arising out of this Exhibitor Agreement shall be brought in a court whose jurisdiction includes the City of Williamsburg, Virginia, or at Hotel's option, shall be submitted to binding arbitration before a single arbitrator appointed in accordance with the rules for commercial disputes of the American Arbitration Association, who shall apply the substantive laws of the Commonwealth of Virginia. In any court or arbitration proceeding, the prevailing party will be entitled to an award of its reasonable attorneys' fees, and costs and expenses, in addition to any other relief allowed by law or equity.
7. **Headings.** Headings used in this Exhibitor Agreement are provided for convenience only and shall not be used to construe meaning or intent.
8. **Entire Agreement/Successorship.** This Exhibitor Agreement and any schedules or attachments referred to herein contain the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Exhibitor Agreement supersedes any prior written or oral agreements between the parties. This Exhibitor Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective officers, directors, employees, agents, successors, and permitted assigns.

**EXHIBIT B**  
**Exhibitor Agreement**  
**Fee Schedule**

**Electrical Service**

<b>Description</b>	<b>Quantity</b>	<b>Advance Order</b>	<b>Floor Order</b>	<b>Amount</b>
(1)115 volt up to 15 amp circuit		\$25.00 per event	\$50.00 per event	
(1)115 volt 20 amp appliance circuit		\$35.00 per event	\$70.00 per event	
(6)115 volt 20 amp (6 per box)		\$100.00 per day	\$200.00 per day	

Please note: Power setup for 115V series includes one extension cord. 208V service is available with separate ground and neutral and provided to vendors distribution panel with standard C AM Lock fittings. Extension cords are not provided for 208V service.



*The Colonial Williamsburg Foundation*

WILLIAMSBURG, VIRGINIA

**To Agreement Dated: March 5, 2014**

**Group's Full Legal Name:** Virginia Hospital & Healthcare Association

**Meeting Name:** VHHA 2014 Spring Conference

**Booking Arrival Date:** Tuesday, April 08, 2014 - **Booking Departure Date:** Sunday, April 13, 2014

**Booking ID:** 9230

**Payment Card Authorization**

AUTHORIZATION NOTE: I authorize and acknowledge that all charges will be processed to the payment card as agreed in the Agreement referenced above, including charges for deposits, guarantees, incidentals and end-of-event balances. (If using a Debit Card, please be advised that this authorization may affect your checking account continuously until final settlement of the transaction.) Payment Card Industry regulations prohibit merchants from requiring or making copies of your card.

American Express     Visa     MasterCard     Discover     Other:

Credit Card Number:

Expiration Date:

Cardholder's Name as it appears on Credit Card:

Cardholder's Signature:

Date:

Cardholder's Billing Address:

City:

State:

Zip:

Phone:

Fax:

Email: