Salontraining.com Beauty Pro's Expo Pennsylvania - 2024 <u>Vendor Terms - Conditions - Information</u>

1. RULES AND REGULATIONS

1. The event shall be governed by the rules and regulations issued by Salon Training LLC, as well as Seven Springs Mountain Resort (referred to as Venue).

The event is limited to persons, firms, and corporations that have contracted and paid for vendor space in the event facility. Booth sharing is prohibited unless approval is given by Salon Training LLC.

No vendor may assign its contract for vendor space or permit any other person to use any part of such space

Each vendor must make provisions for the safekeeping of their goods from the time they are placed in the vendor's booth until the time they are removed.

Vendors shall assume responsibility for damages to the event facility and property caused by the vendor and/or its affiliates. This may include, but is not limited to, drilling or pounding nails into the wall, staining the carpet, etc.

Smoking, vaping, chewing tobacco and the use of illegal substances are prohibited within the Venue.

Except as otherwise outlined in this Agreement, Salon Training LLC shall not be liable for any loss or damage sustained by the Vendor due to the performance of services.

a. In the event Salon Training LLC materially fails to perform any services as required by the Agreement or otherwise breaches its obligations under this Agreement, the Vendor's sole and exclusive remedy in connection with any such failure is to allow Salon Training LLC, in its sole and absolute discretion, to: (i) remedy the deficiencies identified by the Vendor to the extent remediable within a reasonable period of time or (ii) refund to the Vendor the amount actually received by Salon Training LLC for the deficient services in question.

- b. Notwithstanding any other terms in this Agreement or otherwise, neither party shall have any liability to the other for special, direct, indirect, incidental, consequential, statutory, punitive, or exemplary damages of any nature whatsoever, including, without limitation, damages related to loss of profit, loss of income or revenue, loss of goodwill, even if it has been put on notice of the possibility of such damages. Without limiting or expanding the provisions of any section of these terms and conditions, in no event shall either party's liability for monetary damages exceed the amount actually paid or received for the services with respect to which such liability arose.
- c. The parties acknowledge and agree that the provisions of these Terms and Conditions that limit liability or exclude consequential damages or other damages or remedies are essential terms of and are fundamental to the parties' understanding regarding the allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions of this Agreement and shall be enforced to the fullest extent permitted by law. Without limiting the generality of the foregoing, each party agrees that all limitations of liability and exclusions of damages or remedies shall remain fully valid, effective, and enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy to fail its essential purpose.
- d. The limitations contained in this section apply regardless of the form of action, including actions in contract, tort (including negligence), and strict liability. Notwithstanding the foregoing, the limitations in this section do not apply to third-party claims subject to indemnification or to any claims arising out of deliberate misconduct or gross negligence.

2. All vendors are responsible for the décor, banners, and decoration of their vendor table. Vendors will be provided with one 6-foot table, a table cover, and two chairs. Extra tables are available upon request for an additional fee of \$55.00 each. Vendors are responsible for discarding all trash and boxes in appropriate areas. Booth spaces measure 10 feet by 10 feet. If you require additional space, you may purchase more than one booth. Please ensure that all displays are kept within your own booth. Salon Training LLC hires a third party for the Pipe and Drape and booth setup. They are required to provide our vendors with the agreed-upon correct spaces. They will be setting up 1 to 2 days before the show and have every intention to set up correctly; however, human error can occur. In the event that spaces are not a "full" 10x10 due to the failure of the third party, Salon Training is not liable to issue a refund for your space. Salon Training will do everything in their power to work with the third party to obtain exact measurements.

3. Selling or sampling any food or beverage items is strictly prohibited.

2. Vendor Setup & Tear-Down

For this show, setup is limited to one day. Vendor setup is scheduled to begin on Saturday, May 18th at 10:00 am. Salon Training LLC reserves the right to adjust setup times for reasons such as, but not limited to, unforeseen circumstances, 3rd party time restrictions, etc. Vendors are requested to complete their setup by 10:00 pm.

The show floor will be open at the following times: Sunday, May 19th from 8:30 am to 6:30 pm, and Monday, May 20th from 8:30 am to 4:00 pm. Your display must be ready by 8:30 am each day. You are NOT permitted to dismantle your exhibit before 4:00 pm on Monday, May 20th. Leaving early due to selling out of your items is prohibited. We kindly ask that you remain present, engage in discussions about your product(s), showcase your websites, etc.

Having empty booths on the second day due to insufficient supplies is unfair to attendees who may only be able to attend on the second day. Departing early may incur a penalty of \$100.00 per hour before 4:00 pm on Monday, May 20th, 2024.

Please schedule your flight and travel times accordingly.

e. In the rare circumstance that you need to leave earlier due to changes in flights or travel times, exceptions must be approved by Tracey Napotnik at Salon Training LLC. Please provide up to 1 week prior notice to the event if there is a reason you will have to leave early. This can be done by contacting Tracey Napotnik directly at (814) 248-8928. Please note that leaving a message or voicemail does not guarantee approval.

3. Fees

Our prices for the event are as follows, with special savings available by signing up early:

- Register by July 14th, 2023, for \$795.00 for previous vendors who set up at our 2023 Pa. Show. This price includes wifi if paid in full before July 8th, 2023.
- g. From July 15th October 31, 2023, the cost of a 10x10 vendor booth is \$875.00, plus an additional \$50.00 for wifi.
- h. From November 1st to May 18th, 2024, the cost of a 10x10 vendor booth is
 \$1,200 plus an additional \$50.00 for wifi.
- Additionally, if extra tables are needed at your booth, a fee of \$55 per table will be required <u>at least 30 days before the event.</u>

4. Shipping & Loading

Merchandise may be shipped to the venue no more than 10 days before the event. You may ship to:

- Seven Springs Mountain Resort, Care of: "Company Name, Booth #", 777 Waterwheel Drive, Champion PA 15622. You are encouraged to have shipping insurance on your items. We will send you your confirmed booth numbers on or before March 4, 2024.
- 2. There will be one main loading dock and a small secondary one. We ask that you please unload your merchandise in a timely fashion, and when finished, move your vehicle out of the loading zone to make room for other vendors. We will have a team there to direct you where to go, answer questions, and direct traffic, so it moves smoothly for everyone.

5. Cancellation Policy:

Vendors withdrawing prior to Aug. 30, 2023, will be refunded 25% of the fees paid. Vendors withdrawing after Aug. 30, 2023, forfeit 100% of the vendor fee. Cancellations must be submitted in **writing** to Salon Training LLC and can be mailed to Tracey Napotnik at 1221 Hutchison Hollow Rd, New Florence PA 15944.

In the event of cancellation (by Salon Training LLC or the Venue) due to unforeseen circumstances, such as but not limited to: illness outbreak causing gathering restrictions, extreme or unsafe weather, natural disasters, etc., all booth purchases will be moved to the next show date and will not be refunded, per the terms of Salon Training LLC's contract with the Venue.

6. Failure to Exhibit

In the event that the exhibitor fails to exhibit in the space allocated to him/her on the opening day, Salon Training LLC may make use of said space as it sees fit, without any liability whatsoever to the exhibitor. The exhibitor shall remain liable for the payment of the total booth price due under the contract and without refund, whether the space is resold or not.

7. Use of Audio Equipment/Video Monitors

The use of loudspeakers, amplifiers, and/or loud music at your booth is not restricted; however, this MUST be checked on the signup form. This will allow us to space the booths accordingly to limit disruption. If you do not have it listed on your vendor form, you may be asked to take it down or turn it off. If you are using music, we kindly ask for mutual respect from all vendors, remembering that neighboring booths would still like to talk/hear attendees at their booth as well.

8. WIFI:

For those who require an internet connection to perform their business, we ask that you indicate it on your form. We are doing our best to keep the prices affordable and reasonable for our vendors. The cost of wifi can be expensive at these events, so if it is included in your package and you do not need it, please refrain from using it if you already have unlimited plans on your own, as we pay per usage. If you do need it and have purchased the package, please do not share passwords. If you have set up at vendor shows before, you know that wifi can cost an average of \$80+ a day, as advised. We want to keep the cost low for you, so please do not share your password.There is wifi available for the classroom areas provided by the venue at no charge. On the vendor floor, we recommend using either our secure provided wifi or your own secure wifi for processing credit cards in the fastest and most secure way.

9. Catered Lunch:

The venue offers catered lunches for vendors. We will have menu options and pricing information available soon. You will be able to place your orders at that time if you choose to take advantage of this service.

10. Liability Insurance:

Exhibitor Liability Insurance Program

As a standard requirement for all our show exhibitors, it is necessary for you to carry general liability coverage from an insurance company in good standing with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Insurance Coverage is not optional.

This insurance must be in force during the lease dates of the event, May 19 - May 20, 2023, naming Salon Training LLC (1221 Hutchinson Hollow Rd, New Florence, PA 15944) as the certificate holder. The following must be named as additional insured: Salon Training LLC and Seven Springs Mountain Resort. Address for venue is: 777 Waterwheel Drive Champion Pa. 15622

Make This Process Simple -Purchase Your Insurance Now and Forget About It

Rainprotection Insurance Program

If you do not have insurance, or you would rather not use your own insurance, (similar to when you rent a car – so that claims would not be filed against your policy), we have set up a program with Rainprotection Insurance through which, you can purchase compliant insurance instantly online.

Benefits of using this program:

No Deductible – unlike your corporate policy, Rainprotection's policy has no deductible. Should there be a claim, you will have no out of pocket costs and your future rates will not go up because you will not need to submit a claim on your policy.

Coverage for exhibitors who do not have an existing policy.

Coverage for international exhibitors whose insurance will not cover them in the U.S.A.

Easy and Inexpensive to purchase instantly online. Already pre-filled with all the proper show information. Submitted to show management for you - Once purchased, they automatically receive a copy.

If you are looking at purchasing insurance from Rainprotection, please call phone number 1 (800) 528-7975 to get an online application.

After reading the above information, if you still decide to use your own insurance, please make it compliant and then submit a copy to: <u>Traceynapotnik@gmail.com</u>

Sincerely,

Rainprotection Insurance (800) 528-7975 Sales@rainprotection.net www.rainprotection.net Rainprotection Insurance | 39 Ryder Ave, Dix Hills, NY 11746 Unsubscribe robert@rainprotection.net

11. WHERE TO STAY:

There are rooms to stay right at the venue; the cost is \$169.00 a night for the room blocks. The room blocks can be used from Friday, May 17 to Tuesday, May 21, 2024. Use coupon code B7SHA24.

To reserve, call Seven Springs hotel at 1-814-352-7777 or 1-800-452-2223. Online booking will be available by August 1st, 2024.

Near Seven Springs, there are cabins and larger homes for rent. They are not part of the venue, so if you would like to stay at one of those places, it would be best to search for accommodations near Seven Springs Mountain Resort in Champion, PA.

12. TRAVELING IN:

Here are the 2 closest airports to the venue.

35 minutes from Latrobe Airport: <u>http://latrobeairport.com</u>

1 hour and 20 mins from the Pittsburgh Airport: <u>https://flypittsburgh.com</u>

13. TRAVELING FROM THE AIRPORT TO THE VENUE - FROM THE VENUE AIRPORT:

This year, we will have companies you can directly call and schedule ahead of time for pick-up. The venue is a resort in the mountains, so calling a quick Uber is not as easy as in large cities. The information for these companies will be posted later this year on this form, and an email will be sent to you.

14. IMPORTANT PHONE NUMBERS:

Tracey Napotnik - Event Coordinator:

Phone: (814) 248-8928 (Best form of communication- sending a quick text) Mailing Address 1221 Hutchsion Hollow Road New Florence Pa. 15944 Email: <u>Traceynapotnik@gmail.com</u>

Seven Springs Mountain Resort:

Main Phone Number: (800) 528-7975 Seven Springs Main Person of Contact: Courtney Fisher : <u>Courtney.fisher1@vailresorts.com</u>