

the Journey
 1395 West 10th #120
 Cleveland, Ohio 44113
 (440) 223-1392

the JOURNEY

A Mind, Body & Soul EXPO

September 11,12 & 13 2009
 Lakeland Community College
Booth Application

Dear Vendor,

Thank you for your interest in the JOURNEY A Mind, Body & Soul Expo. Please read and sign **Contract Acknowledgement**. Please **print legibly in all boxed areas**. Attach a business card or brochure for each vendor that is sharing a booth. Mail this form with all attachments to:

the Journey
1395 West 10th #120
Cleveland, Ohio 44113

Contact Information
(Please Print Legibly)

Business Name _____

Contact Person _____

Address _____

City/State/ ZIP _____

Phone _____

Email Address _____

Other Vendors _____

Electricity _____ **Mini-Lecture** _____ **Booth Number** _____

(Booth # will be assigned)

If you decide you would like to give a mini-lecture, please attach the title of your talk with a small paragraph (4-5 short sentences). Due to time and space limitations **mini-lectures will be limited to ½ hour and be allocated on a first come first serve basis. Information must be received no later than July 1 to be included in the program.**

Booth Title (for booth signs and program)
40 character limit – 1 letter, space, or period per line

BOOTH COST & DEPOSIT
(Please fill in ALL blanks)

(# of Booths)

10 x 10 - \$650 x ____ = _____

14 x 8 - \$750 x ____ = _____

Electric - \$35 x ____ = _____

Total - _____

Less Deposit _____

Balance Due _____
(By July 15, 2009)

Paid by: Check# _____ Cash _____

Credit Card _____

MC OR VISA _____

Expiration _____

Category (please circle 1 or 2)

Art/Music **Bodywork** **Books** **Crystals/Jewelry**

Crafts/Gifts **Holistic Products** **Holistic Services**

Intuitive **Nutrition** **Other** _____

I acknowledge that I have read the Journey Expo booth rental contract and agree to abide by the terms and conditions of this contract. I agree as the contact person, to be responsible for payments and for informing all helpers and other vendors in the booth the terms and conditions. I agree to ask the Journey approval before inviting any other vendors to share the booth. I agree to inform the Journey of any change of address, and acknowledge that if I cannot be reached, I risk losing my booth and forfeiting my deposit. I agree to make final payment, or other arrangements with the Journey, by **July 15, 2009** or my booth will be reassigned and I will forfeit my deposit.

Signature of Vendor or Contact Person _____ **Date** _____

the **JOURNEY**

A Mind, Body & Soul EXPO

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Cleveland, Ohio 44113

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This Contract is made between the Journey and you the vendor (hereinafter "Vendor"). The Journey, in consideration of the rent and covenants herein contained, rents to Vendor, and Vendor rents from the Journey, the following described premises (hereinafter "Premises"), being Exposition Booth(s) (including any improvement or improvements now or hereafter located on it) in Lake County, Ohio. The street address of the Premises is Lakeland Community College, 7700 Clock Tower Dr., Kirtland, Ohio, 44094. This Contract is entered upon the following terms and conditions:

1. The term of the Contract shall begin on the 11th day of September 2009, at 10:00AM and shall end on the 13th day of September 2009, not before 6:00 pm.
2. Vendor shall pay the Journey rent in the sum of \$_____ per booth, with payment being due in full and payable on the first 15th day of July 2009. Vendor's failure to pay the full amount of the rent on or after the due date shall be an event of default under this Contract, as hereinafter provided.
3. Compliance with any and all requirements for permits, licenses, tax payments required in the conduct of business in this show, plus securing insurance coverage, is the sole responsibility of the Vendor.
4. Vendor shall not use, or permit the use of, Premises for any unlawful purpose or in violation of any law, order, or regulation of any governmental authority or any restrictive covenant relating to the use or occupancy of the Premises. The Journey reserves the right to disconnect any equipment, which it reasonably deems to be a fire hazard. Vendor shall not display any object deemed offensive or in poor taste, nor shall the Vendor display any material that would constitute a fire hazard (**no burning of candles, incense, etc.**) Further, Vendor agrees to remove, at the Journey's request, any object the Journey deems to be offensive, in poor taste, or a potential fire hazard. Except for a wall sign indicating Vendor's name and booth number, Vendor will affix no other objects to the walls, columns, curtains, handrails, or floors of the Premises. Vendor will correctly represent and label all products or services exhibited or offered for sale on the Premises. It is the Vendor's obligation to comply with any and all governmental requirements for conducting its business on the Premises in the manner proposed. **Vendor will maintain noise level respectful of adjoining booths. Vendor agrees to be respectful and cooperative with other vendors and the the Journey staff, in the spirit of the event. The Journey reserves the right, at its sole discretion, to settle all disputes between Vendors.**
5. Vendor shall bear the risk of loss arising from damage to or loss of Vendor's personal property and trade fixtures located on the Premises. Vendor shall bear the risk of loss arising from any interruption of business. Vendor shall bear the risk of, and Vendor shall save the Journey harmless from loss, cost, or expense by reason of claims for personal injury and property damage arising out of Vendor's occupancy of the Premises, whether due to the fault of Vendor or others, excepting only the fault of the Journey. In the event that the Journey is unable to hold the Show, at the location and time specified above, due to any cause outside of the Journey's control, the Vendor shall waive any claims for damages except that Vendor will be entitled to a refund of any deposit moneys actually paid to the Journey.
6. Vendor shall not assign nor sublet or permit the Premises or any part thereof to be used by others, without the prior written consent of the the Journey. If this contract is assigned, or any part thereof is sublet, or occupied by a party other than Vendor, the Journey may, after default by Vendor, collect rent from the assignee, sub-lessor, or occupant as the case may be, and apply the amounts so collected to the rent herein reserved. No such assignment, subletting, occupancy, or collection shall be deemed to be a waiver of this statement, or the acceptance of the assignee, sub-lessor, or occupant as a tenant, or a release of Vendor from its further performance of the covenants contained in this Contract. A consent by the Journey to an assignment or subletting shall not be construed to relieve Vendor from again obtaining the Journey's written consent to any subsequent assignment or subletting. Renting groups of booths for the purpose of renting to other vendors is strictly prohibited. Vendor is not authorized to assign booths to other potential Vendors. However, Vendor may act as a contact person for up to 3 vendors sharing a space, but the names of all vendors and information about each vendor sharing a space must be submitted to the Journey with the application. Additional vendors may not be added after the application has been submitted, without the approval of the the Journey Booth Chair.
7. Electricity to the Vendor will only be furnished when agreed to by the Journey and Vendor in advance within signed application and contract agreement. A charge of \$35 will be added to the vendors booth fee

for the use of electric. Vendor shall not use electricity without such prior agreement. No video or audio taping of lectures without prior written permission is allowed.

8. Without the Journey's prior written consent, Vendor shall make no alteration of or addition to the Premises, including (without limitation) painting, drilling, or attaching fixtures. The Journey's decision to refuse such consent shall be conclusive. Upon termination of this Contract, or when Vendor abandons, quits, or vacates the Premises, whichever shall occur first, Vendor shall repair any damage to the Premises caused by Vendor or his agents in removing any property there from.
9. A default by the Vendor will have occurred under this Contract if: a) Vendor fails to pay full amount of the rent on or before the date when it is due and payable; or b) Vendor fails to observe or perform any other provisions of this Contract after the Journey gives notice of the nature of the Vendor's failure. If a default by the Vendor has occurred under this Contract, the Journey has the following remedies: a) The right to enter and repossess the Premises, and the right to remove all persons and property from the Premises, all in a lawful manner; b) The right to give Vendor notice of the Journey's termination of this Contract as of the date specified in the notice, the date to be no earlier than on the date of the notice; or c) The right to collect from Vendor any moneys which Vendor owes the Journey under this contract. Upon exercise by the Journey of its right to reenter and repossess, or to remove persons and property from the Premises, or upon termination of this Contract, Vendor and each person claiming by and through Vendor shall forthwith quit the Premises and surrender it to the Journey, and the Journey shall be entitled to all remedies at law or in equity to effect this right. Upon reentry, the Journey shall again have possession of the Premises as if this Contract had not been made. Upon the date specified in the Journey's notice of intention to terminate this Contract, this Contract shall terminate, and Vendor and any person claiming by or through it shall become a tenant at sufferance.
10. A default by the Journey will have occurred under this Contract if the Journey fails to observe or perform any obligation imposed upon the Journey by this Contract after Vendor has given the Journey notice of the nature of the the Journey failure. If a default by the the Journey has occurred under this Contract, Vendor has the following remedy: The right to bring an action against the Journey to recover such damages as may have resulted from the Journey default. Failure or omission of either party to exercise any remedy shall not constitute a waiver, or bar or abridge exercise of a remedy upon any subsequent default. Receipt of rent by the Journey with knowledge of default by Vendor shall not constitute a waiver as to such default or as to a remedy available in respect of such default. No right or remedy of either party shall be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given by this Contract or now or hereafter existing at law or in equity. Termination of this Contract by the Journey shall not prohibit the Journey from recovering any moneys due or to become due pursuant to this Contract. Each party is entitled to recover its reasonable attorney fees, costs, and expenses incurred by reason of exercise its remedies under this Contract. If the Journey, without its fault, is made a party to any litigation commenced against Vendor or because of Vendor's activities, and if Vendor, at its expense, fails to provide the Journey with legal counsel satisfactory to the Journey, Vendor shall pay all costs and reasonable attorney fees incurred or paid by the Journey in connection with such litigation.
11. Any change in, or modification or discharge of, this Contract shall be in writing signed by all persons who at the time are parties to this Contract. This Contract and its terms shall be construed under the laws of the State of Ohio. The parties agree to litigate any dispute between them in either a state court of competent jurisdiction in Lake County, Ohio, or, if necessary, the nearest federal court of competent jurisdiction to Lake County, Ohio.