

Bird Mart & Benefit Auction

Saturday May 8, 2004

Lancaster Host Resort & Conference Center

Application for Exhibit Space

Complete and sign application, mail it with payment (only certified check, money order or PayPal accepted after April 17) to Castle Enterprises, P.O. Box 61588, Harrisburg, PA 17106-1588. For more information visit www.PetBirdShows.com, email info@PetBirdShows.com or phone (717) 957-4241. This application when accepted by Castle Enterprises becomes a Contract. A copy of this application will be returned to you as a confirmation of exhibit space(s). The returned copy will also serve as your Contract and Receipt.

Exhibitor Information:

Company Name: _____

Contact Person and Title: _____

Street Address (no P.O. Boxes): _____

City, State, Zip Code: _____

Telephone, Day: _____ Evening: _____

Fax: _____ E-Mail: _____

Specific products/services/birds that you plan to bring for sale: _____

Must List Individuals working Vendor Space: _____

Exhibit Information:

Exhibit Space is 10' Wide x 10' Deep and includes one uncovered 8' table and two chairs. Save 10% on each additional space.

First Exhibit Space _____ x \$85.00 = \$ _____

Additional Spaces (Save 10%) _____ x \$76.50 = \$ _____

Each Guaranteed Corner Space add _____ + \$15.00 = \$ _____

Late Application Fee (after April 17) add _____ + 15% = \$ _____

EFT (PayPal Payment) Handling Fee add _____ + 3% = \$ _____

Need: Electricity? Y / N Extra Table? Y / N Total \$ _____

Do Not Write
In This Block

Amount Received

Check Number

Signature

Date

I have read and agree to the terms, conditions and regulations governing exhibitors and exhibits as printed on the reverse side of this application.

Your Signature _____ Date _____

Bird Mart & Benefit Auction

Terms, Conditions and Regulations

Castle Enterprises (herein called the "Organizer") is to hold the Bird Mart and Benefit Auction (herein called the "Event") at the Lancaster Host Resort & Conference Center (herein called the "Center") on May 8, 2004.

Conditioned upon the Center placing the exhibit space applied for herein at the disposal of the Organizer, the Organizer shall cause to be made available to the applicant for the period of the Event the space applied for and will supply one (1) table and Two (2) chairs. The Organizer has the right to reassign exhibit space at its discretion.

Unless otherwise notified, Exhibitor setup begins at 5:00AM. The Event opens to the public at 9:00AM and closes at 4:00PM. By 7:00PM all exhibits must be removed. Exhibitor must surrender exhibit space(s) in a clean condition with all trash and debris properly discarded. Organizer reserves the right to charge a cleaning fee if required due to the conditions left by the exhibitor. Subletting of space by the exhibitor, sharing or other use of the space not specifically authorized in writing by the Organizer is prohibited.

No signs or advertising devices shall be displayed outside the space other than those furnished by the Organizer. No displays or signs may be affixed to building, walls or posts without authorization of the Center.

Exhibitors shall abide by and observe all laws, rules, and regulations concerning licensing/permits, taxation, fire safety and health and all rules of the Center and of the Organizer.

Exhibitors shall not be entitled to a refund of any part of any fee should the exhibitor for any reason be unable to exhibit at the Event, or cancel any space previously contracted for unless written notification of cancellation is provided to the Organizer at least four (4) weeks prior to the Event.

Exhibitors shall observe and abide by additional reasonable regulations made by the Organizer for the efficient or safe operation of the Event.

Exhibitors will complete and provide to Organizer the PA Department of Agriculture "Official Owner Endorsed Health Certificate for Bird Shows" Form (AA1-51) prior to including bird(s) for display or sale in exhibit space(s).

All birds must be displayed in a clean suitably sized environment and must be provided with proper feed and clean water.

In the best interest in the health and welfare of baby birds and to promote responsible Avian practices: "No un-weaned baby birds can be sold and/or delivered during the event." Note: Un-weaned babies can be displayed at the event and deposits accepted for a future delivery.

Exhibitor will provide to consumer an appropriate container for transport of bird(s), printed species specific care informa-

tion, and contact information including telephone number with every bird sale. Additionally, any sale of bird(s) will be suggested otherwise by the Exhibitor if it is not in the best interest in the health and welfare of the bird.

If an exhibitor fails to make payments due herein when they are due, such exhibitor's rights to exhibit may be canceled by the Organizer without further notice. Such exhibitor shall not be entitled to a refund of any part of any fee and shall be responsible for any unpaid balance due. The Organizer shall be entitled to close an exhibit at any time for failure by any exhibitor or any of their officers, agents, employees, or other representatives to perform, meet, or observe any term, condition or regulation set forth herein, and such exhibitor shall not be entitled to a refund of any part of any fee.

In the event that because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause, the Event or any part thereof is prevented from being held, is canceled by the Organizer or the exhibit space applied for herein becomes unavailable, the Organizer shall determine and refund the applicant his proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Organizer, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid.

Neither the Organizer, the Center, nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident or any other cause, and neither the Organizer nor the Center will obtain insurance against any such damage, loss, harm or injury.

Exhibitors assume all liabilities and/or obligations caused by faulty or improper displays. Exhibitor is required to insure its property against damage or loss and public liability at its own expense. Exhibitor is responsible for the safety of exhibits, exhibitors or its employees against robbery, burglary, theft or damage by fire or any other cause.

The applicant hereby agrees to indemnify, defend and protect the Organizer and the Center against, and hold and save the Organizer and the Center harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expense of whatever kind or nature which might result from or arise out of any action or failure to act of the applicant or any of its officers, agents, employees, or other representatives, including but not limited to claims or damage or loss to property, of from or out of any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives.