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SFM Symposium Vendor Guidelines
March 4-6, 2010
University of Delaware
Clayton Hall
Newark, Delaware

Booth Rental Fee

\$150.00 Duration of Conference

\$85.00 1 Day Only

\$35.00 (Electricity fee)

Vendor Registration & Setup Dates/Times

Thursday, March 4, 2010: 8:00am-3:30pm

Friday, March 5, 2010: 8:00am-1:00pm

Vendor Hours of Operation:

Thursday, March 4 and Friday, March 5, 2010: 9am-7pm

Saturday, March 6, 2010: 8am-10:30am

Vendor Breakdown Date/Time:

Saturday, March 6, 2010: 10:30am-11:30am

*****All fees are nonrefundable unless otherwise noted by SFM*****

Booth Locations:

Clayton Hall Lobby

Vendor Qualification:

- SFM shall have the right to deny vendor access at the discretion of SFM.
- All vendors must furnish a description of products/services/pricings to be displayed/sold at the Steven Ford Music Symposium.
- Sales of any products/services that conflict with SFM mission will not be permitted.

Use of Space:

Vendor may not transfer, sublet or share its booth space with any other entity unless approval is given by SFM in writing. Vendor will display and sell its own products and services which it stocks, ships invoices, or represents in the regular course of its business. Shared booth is not allowed and if vendor is found to be in violation, this will result in a penalty of immediate eviction without refund; or double payment for shared booth.

Unauthorized Activities:

Vendor acknowledges that the SFM Music Symposium 2010 is designed to be an orderly, controlled event and agrees not to exhibit, sponsor, or hold any activity designed to promote or sell goods or services to conference attendees, except as an authorized vendor following assignment of booth space number. Vendor will refrain from sponsoring or endorsing any activities during hours of announced SFM scheduled activities without prior written consent of SFM. **No food is allowed to be sold.**

Vendor Rules and Regulations:

Vendor will abide by all provisions of the 2010 Steven Ford Music Symposium. Questions, comments and/or concerns shall be directed to SFM Symposium Governing Board.

Limitation of Liability:

Neither SFM, nor their respective officers, directors, agents, employees, or affiliates shall be liable to vendor for any injury, loss, or damage to the person or property of vendor, its officers, directors, agents, employees, or invitees.

Compliance with Applicable Laws and Indemnifications:

Vendor will strictly comply with all laws pertaining to its exhibition at SFM Symposium including, but not limited to, laws pertaining to copyrights, trademarks, antitrust, promotions, and giveaways. Vendor will indemnify SFM and hold SFM harmless from any and all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorney's fees and costs and expenses incurred in the investigation, defense, or settlement of any claims covered by this indemnity) which SFM may suffer or incur by reason of participation in SFM's symposium by vendor, its officers, directors, employees, agents or representatives. Vendor shall remain solely responsible for any and all taxes or fees due to the respective governments that may arise from the business transactions during the conference.

Breach of Contract and Violation of Rules and Regulations

- Following acceptance and execution of this Agreement by SFM, any breach of the resulting contract by vendor, its officers, directors, agents, or employees may, in SFM's discretion, result in immediate or future loss of vendor's exhibiting privilege.
- Following execution of vendor agreement by SFM, SFM's liability for breach of the resulting contract shall be limited to the space rental fee paid to SFM by vendor.

Refund

Any refund will be based on a prorated scale dependant upon time of breach and at the discretion of SFM.

- Prior to day one of conference refund of full fees minus a \$50.00 per booth processing fee.
- After one day of conference a refund of 50% of booth rental fees.
- After two days of conference there will be no refund given
- At no time will any refund be given for electrical rental.

In no event shall SFM be responsible for consequential damages or expenses.

Any bankruptcy filing of any kind by Vendor or Vendor's insolvency shall constitute a breach of the Agreement. Either party's waiver of or failure to exercise any right provided for in the Agreement shall not be deemed a waiver of any further or future right hereunder.

Insufficient Funds

Any vendor with a returned check will incur a \$35 fee, which must be paid before SFM will process vendor application. Second form of payment must be in the form of certified funds (i.e., money order, etc.). If vendor opts not to secure vendor table, it still must pay the return check fee within 21 days of the SFM notice.

Severability

If any provision in this Agreement for booth space is determined by a competent authority to be unenforceable, all other provisions shall continue in full force and effect.