

# CHEYENNE RAILROAD HERITAGE DAYS

## **Exhibitor Terms & Conditions (Applies to Vendors, Layouts, and Non-Profits)**

**Show Dates:  
16-17 May 20209**

The term "EXHIBITOR" represents individuals, partnerships and corporations. EXHIBITOR releases Sherman Hill Model Railroad Club, Inc (SHMRRC), from all claims arising from EXHIBITOR'S show occupancy, including but not limited to: loss, theft, damage, destruction or injury to EXHIBITOR'S business or EXHIBITOR personnel. EXHIBITOR releases SHMRRC from all claims arising out of failure to provide space, removal of exhibit, or failure to hold the show.

EXHIBITOR understands the SHMRRC assumes NO RESPONSIBILITY for any exhibitor property or for safety at the show. EXHIBITOR agrees to hold harmless the SHMRRC, its exhibition centers, and contractors for any and all actions that may occur involving the show. EXHIBITOR agrees to indemnify the SHMRRC for any liability that may be caused by or relating to their participation. This includes, but is not limited to: any liability caused by people, exhibitors that the show provided badges to, people the exhibitor invites to the show, and any liability that may be caused if the exhibitor resells his tables to someone else.

SHMRRC retains the right to reject, eject or prohibit any product or exhibit in whole or in part or to reject an EXHIBITOR or his/her representative(s) with or without giving cause. If cause is not given, SHMRRC Show's liability shall not exceed the return to the EXHIBITOR the amount of the license fee unearned at the time of ejection.

The EXHIBITOR agrees to all of the following terms, conditions and regulations: **ACCEPTABLE MERCHANDISE:** Trains, collectable toy and family-oriented merchandise. **NOT ACCEPTABLE MERCHANDISE:** Un-Wholesome merchandise. Final determination of acceptability must be determined by the SHMRRC on-site show committee member(s). EXHIBITOR may not sell raffle tickets unless approved by the Sherman Hill Model Railroad Club. Exhibitor may not offer any games of chance. EXHIBITOR agrees to mark reproductions, repainted items, restored items, and items with major reproduction parts.

**SALES TAX:** *EXHIBITOR agrees to collect and remit sales and use tax in accordance with governmental regulations.* EXHIBITOR acknowledges that the SHMRRC may furnish the name of each EXHIBITOR to the state or governmental unit(s) as legally required. Any controversy or claim arising out of or relating to this license, or the breach hereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**CONTRACTED SPACE:** The purchase of a **TABLE** equals a contracted area of 8' x 4'. The aisle between must remain unobstructed unless EXHIBITOR purchases both tables that border that aisle. Exhibitors who are purchasing **BOOTHs** will receive 3 tables in a normal booth configuration. EXHIBITORS may set tables up in any manner desired within the confines of the booth space. All booths and tables will be sold on a "space-available" basis. **EXHIBITORS may not place anything in the aisles, between, behind or at the end of tables as so to impede customer and EXHIBITOR movement in the aisles.** EXHIBITORS may not use tables or boards to extend the surface of the table. If electricity is required, you must provide your own extension cord(s). ***Table covers are required on all tables.***

**CANCELLATIONS:** Cancellations received more than 90 days in advance of a show will receive a full refund. **Cancellations within 90 days of a show will receive no Refund.**

**SECURITY:** SHMRRC **assumes no responsibility for EXHIBITOR loss.** We recommend that you cover your display Friday and Saturday nights. When you leave on Friday or Saturday, take **all personal belongings** with you. **NO ONE** is admitted into the hall under any circumstances after the SHMRRC show committee member(s) leaves the facility.

**NO CHARGE EXHIBIT SPACE:** For certain items which are attractions for the public at the show, the SHMRRC may provide “no-charge” exhibit space. These attractions can include operating layouts, workshops, display, and non-profit organization promotion tables. To receive no-charge exhibit space, a club/layout or non-profit application must be submitted. All EXHIBITORS will be charged the stated rates in this contact unless a separate no-charge contract has been completed and agreed to by the SHMRRC.

**ACCEPTANCE OF CONTRACT:** No oral agreements or past proceedings shall impact this contract. This contract is the entire agreement between the parties, and can only be modified when written agreement is signed by both parties. Upon acceptance of this contract by the SHMRRC, a confirmation will be mailed or emailed to the EXHIBITOR. If the EXHIBITOR does not receive a confirmation within 15 days after submitting this contract, he/she should contact the SHMRRC. The SHMRRC will determine the status of the contract.

**BADGES:** EXHIBITOR badges are to be used by only those working at an EXHIBITOR table or assembling operating displays. These badges must be worn at all times, including setup, and public show hours **(NO EXCEPTIONS)**. Badges will be collected within one hour of show close; if badges have not been collected before you depart please leave them on your table. Only persons with these badges will be allowed in the hall during Friday/Saturday setup. Badges are not to be given to any person for the purpose of shopping during non public hours, or to access the show early or for free. Please remember we are a 501C3 club.

### **EXTRAS:**

**Floor Walkers:** Will be wearing SHMRRC safety vest at all times. They will be providing security during show hours, vendor support, as well as be available to watch your tables or booths for you to take a **QUICK** break. (Please keep your break down to a minimum) The Floor walkers **WILL NOT** make sales or accept money.

**Door Prizes** would be appreciated. We are a 501C3 and will provide you a tax exemption letter.

**SHOW HOURS:** Each EXHIBITOR agrees to maintain his/her display space open to the public for the duration of the show. EXHIBITOR’S may not remove any merchandise from their area until the close of the show Sunday evening. **Violation of this rule may lead to exclusion from future shows.**

### **Setup runs from:**

**Friday:** 8:00 AM - 6:00 PM

**Saturday:** 7:00 AM - Open

In the event these hours change, you will be notified. EXHIBITORS must arrive no later than 7:00 AM on Saturday to retain their contracted show space. In the case that you are not completely setup by show opening, all items must be within the physical confines of your booth or layout area, or behind your table. **(Aisles MUST be clear)**

### **The show is open to the public from:**

**Saturday:** 9:00 AM - 5:00 PM      Building vacated by 5:15 PM

**Sunday:** 10:00 AM - 4:00 PM      Building vacated by 7:30 PM

### **Building will be open to Exhibitors**

**Saturday:** 7:00 AM

**Sunday:** 9:00 AM

**Please note- You must provide your own loading and unloading personnel and equipment. Our Floor Walkers have the responsibility of providing security.**

**SHERMAN HILL MODEL RAILROAD SHOW**  
**P. O. BOX 3052**  
**CHEYENNE, WY 82003**  
**www.shermanhillrails.org**

**VENDOR CONTRACT**

Company/Trade Name (If Applicable): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Website: \_\_\_\_\_

*Can we use your Company/Trade Name in local media/advertisement and/or our website/Facebook page? \_\_\_\_\_*

Please check all that apply:

Items Sold: HO  G  N  O  S  Z  Books  DVD/Video  Other

Payment Options – Check, Money Order or Cash must be remitted with application

Pay before Feb 1<sup>st</sup> Table cost is \$40.00 per table. Booths are \$90.00 each.

Pay after Feb 1<sup>st</sup> Table cost is \$45.00 per table. Booths are \$100.00 each.

Number of Booths (Max of 8 booths): \_\_\_\_\_ X \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Number of Tables (Max of 6 tables): \_\_\_\_\_ X \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Total Remitted: \_\_\_\_\_ \$ \_\_\_\_\_

Number of Chairs Required: \_\_\_\_\_

Electricity required: \_\_\_\_\_

Badges required: \_\_\_\_\_

**\*\* (2 badges per booth, max of 4 badges; 2 badges 1<sup>st</sup> table max of 3 badges for up to 6 tables)\*\***

**\*\*\*You CAN NOT Mix Tables and Booths\*\*\***

I certify that I have read the terms and conditions on all pages and agree to abide by these terms and conditions. I reiterate that I agree to hold harmless The Sherman Hill Model Railroad Club, Inc (Show), its exhibition centers and contractors for any and all actions that may occur involving the show. I agree to indemnify The Sherman Hill Model Railroad Club, Inc (Show), for any liability that may be caused or related to my participation under this contract. **YOU MUST SIGN BELOW OR THIS CONTRACT WILL NOT BE PROCESSED.**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Questions: Email: [shmrrects@gmail.com](mailto:shmrrects@gmail.com) or call

Sandy Hozian 307-634-1617  
 Erik Dinkelman 307-214-5483

Show Personnel Use	
Submitted: \$ _____	Initials _____
CK #:	Initials _____
Date:	Initials _____
Location:	Initials _____

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**P. O. BOX 3052**  
**CHEYENNE, WY 82003**  
**www.shermanhillrails.org**

**LAYOUT CONTRACT**

Club Name (If Applicable): _____		
Contact Name: _____		
Address: _____		
City: _____	State: _____	Zip Code: _____
Phone: _____		
E-Mail: _____	Website: _____	
Can we use your Clubs/Layout name in local media/advertisement and/or our website/Facebook page? _____		

Layout Name/description: _____	
Gauge of Layout/Exhibit: _____	_____
Preferred layout size: _____' X _____'	_____ ' X _____'
At this time we can't take layouts larger than 30' X 30', <u>Size includes all barricades</u> (All layouts based on space availability)	
Tables required, max of 3 (excludes Lego): _____	_____
Chairs required, max of 10: _____	_____
Electricity required: _____	_____
Badges required (for members actively working your layout only): _____	_____
**(max of 15 badges)**	
Has your layout received any awards/recognition? Please attach a description.	

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<i>Show Personnel Use</i>	
Date: _____	Initials _____
Location: _____	Initials _____

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**NON-PROFIT or DISPLAY CONTRACT**

**Non-Profit / Organization Name (If Applicable):**

*(Please attach a brief description of your non-profit or display)*

**Contact Name:**

**Address:**

**City:**

**State:**

**Zip Code:**

**Phone:**

**E-Mail:**

**Website:**

*Can we use your Non-Profit/Org name in local media/advertisement and/or our website/Facebook page? \_\_\_\_\_*

**Free Non-profit Space: (Max of 3 tables or 1 Booth) \_\_\_\_\_ Table(s) \_\_\_\_\_ Booth**

*The free table(s) or booth may be used to sell only items directly related to your non-profit; made just for the non-profit. A SHMRRC committee member will be the final approval for these items.*

**Selling:** If selling items not related to your non-profit; i.e. donated- you will need to complete a vendor contract instead of a non-profit contract. You will then be considered a vendor.

**\*\*\*You CAN NOT Mix Tables and Booths\*\*\***

**Chairs required, max of 2:** \_\_\_\_\_

**Electricity required:** \_\_\_\_\_

**Badges required, max of 2 (for members actively working):** \_\_\_\_\_

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**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Questions: Email: [shmrrcts@gmail.com](mailto:shmrrcts@gmail.com) or call**

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**Erik Dinkelman 307-214-5483**

*Show Personnel Use*

**Date:** \_\_\_\_\_ **Initials** \_\_\_\_\_

**Location:** \_\_\_\_\_ **Initials** \_\_\_\_\_