



# Exhibitor Application

## April. 14-23, 2023

Birmingham Race Course  
Birmingham, AL

Official Use Only	
Booth #	_____
Price	_____
Invoice Sent	_____
Paid in full	_____
Packet Sent	_____
Insurance?	_____

**1**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

What do you plan to Exhibit (Product Line): \_\_\_\_\_

**2**

Booth prices are for 10 days      Circle One:

10x10 booth: \$400

includes 20 amp power

10x20 booth: \$750

includes 20 amp power

10x30 booth: \$1000

includes 20 amp power

20x20 booth: \$1200

includes 20 amp power

\* If you have additional electrical requirements or require more than 20 amps, please call us to discuss specifications.

\*\* If you have need a different booth size or require custom footage, please call us to discuss options.

\*\*\* Exhibit space will be assigned on a first come first served basis. All commercial exhibitors will be setup outside. Booth locations subject to change. Two(2) exhibitor passes & two(2) parking passes will be given to all 10'X10' exhibitors and six(6) exhibitor passes & two(2) parking passes will be given to bulk space exhibitors. Additional vendor passes may be purchased for \$30 each. Additional parking passes my be purchased for \$15 each.

**3**

## Please Read and Sign

Please sign this **COMPLETED** application and fax, mail or e-mail to Universal Fairs with payment to secure your space. No space is confirmed until payment is received.

Make checks payable to: **UNIVERSAL FAIRS - ASF**

We can also take signed fax applications with a credit card number. Full payment is due 2 weeks before setup of the event. If space is cancelled 1 month out from the date of the first day of the fair, or any time there after, all payments will be forfeited and if applicable, any unpaid late balances will be due.

“My firm acknowledges the rules and regulations set forth by Universal Fairs and that our employees and representatives will at all times observe, perform and abide by such rules.” (See page 4 for Rules & Regulations)

Official Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**4**

# Vendor Insurance

All exhibitors/vendors must have commercial exhibitor/vendor insurance with liability limits of \$1,000,000 (1 million) listing:

Universal Fairs, LLC dba Alabama State Fair, Jefferson County Racing Association Inc. dba Birmingham Race Course and/or it's subsidiaries & affiliates & their shareholders, members, partners, officers, managers, directors, employees & agents.

**Certificate Holder:** Universal Fairs - ASF  
PO Box 1327 Cordova, TN 38088

Proof of insurance must be on file in our office by **3/31/2023**. **NO EXCEPTIONS!**  
**No vendor will be allowed to set-up without liability insurance on file prior to set-up!**

**5**

### Need to Purchase Insurance?

\$100 per vendor first booth. \$50 each additional.

YES

NO (I have my own)

Date of request: \_\_\_\_\_

Date Insurance needed: **3/31/2023**

Name of person completing form: \_\_\_\_\_

Phone: \_\_\_\_\_ ( ) \_\_\_\_\_

Fax: \_\_\_\_\_ ( ) \_\_\_\_\_

- 1. Name of event: **Alabama State Fair**
- 2. Move-In Date(s): **April 13, 2023**
- 3. Date(s) of event: **April 14 - April 23, 2023**
- 4. Move-Out Date(s): **April 24, 2023**
- 5. Type of Event: **Fair & Festival**
- 6. Facility Contracted: **Birmingham Race Course**

**6**

**Insurance Total:**  
\$ \_\_\_\_\_

\$100 per vendor first booth.  
\$50 each additional.

7. Vendor/Tenant Name: \_\_\_\_\_

8. Vendor/Tenant Address: \_\_\_\_\_

9. Products Selling/Displaying: \_\_\_\_\_

**7**

Official Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



# Credit Card Authorization & Order Form

Card Type:

- VISA
- MASTERCARD
- DISCOVER
- AMEX

**8**

## Security Deposit required.

Deposits are refundable after the event. Application processing fee is non-refundable. If you move out or tear down before festival is over, security deposit is forfeit.

## Would like us to provide a 10x10 tent?

Please let us know if you need side-walls. For larger tents, please call the office.

## Do you need additional Vendor Badges?

Two exhibitor badges provided to 10'X10' exhibitors. Six exhibitor badges provided to bulk space exhibitors.

## Do you need additional Parking Passes?

Two parking passes provided to 10'X10' exhibitors. 2 parking passes provided to bulk space exhibitors.

Booth space CANNOT be held without a deposit. Application cannot be considered without application processing fee.

 Security Deposit  
**\$200**
 Application Processing Fee  
**\$25**
 Check box to apply  
**\$200**
 Side-walls?  
**\$2**
 Check box to apply  
**\$30** ea.

per foot  
 \_\_\_\_\_  
 how many?

 Check box to apply  
**\$15** ea.

\_\_\_\_\_ per foot  
 how many?

Total: **\$225** + \_\_\_\_\_ = \_\_\_\_\_  
Security Deposit & Application Fee. Total from Steps 2, 5 & 8

Credit Card Charge Total: = \_\_\_\_\_  
How much are we running on your credit card today?

**9**

\_\_\_\_\_ Cardholders Name

\_\_\_\_\_ Credit Card Billing Address

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip

\_\_\_\_\_ Card Number:

\_\_\_\_\_ Expiration Date

\_\_\_\_\_ Security Code

**All balances are due two(2) weeks prior to set-up date. All remaining balances will be automatically charged to the Credit Card on file in the week leading up to the event unless otherwise noted.**

**10**

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By signing this, I agree to be charged for all of the itemized requests above.

**Return this fully completed application with your full payment to:**

**Universal Fairs - ASF**  
**Attention - Exhibitor Services**  
**P.O. Box 1327, Cordova TN, 38088-1327**



## TERMS, RULES AND REGULATIONS FOR UNIVERSAL FAIRS SHOWS AND EXPOS

This document and any later additions, corrections or clarifications made by Universal Fairs are a binding part of the Exhibitor Contract/Application.

### 1. ADMISSIBLE EXHIBITS

- a) Exhibitor will not display any product without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.
- b) Show Management reserves the right to determine the eligibility of any company or product for inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any merchandise other than that specified in this application.
- c) Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.

### 2. DISPLAY CHARACTERISTICS

- a) Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, Show Management will make every effort to correct the situation once it is brought to our attention.
- b) Facility lighting may not illuminate all areas evenly and effectively and Show Management assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Kit). Show Management assumes no responsibility for temperature levels during set-up, exhibit or takedown periods.

### 3. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.

### 4. STAFFING OF EXHIBITS

- a) Exhibits must be staffed during all show hours.
- b) Exhibit removal prior to the final day's close of the show is strictly forbidden.
- c) Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

### 5. PAYMENT FOR SPACE

- a) Exhibitors must be paid in full before they are allowed to move into the show. (All other accounts with Universal Fairs must also be current.)
- b) Exhibitors who fail to make space payments in accordance with the terms on the application will not be considered for space increases, location changes or upgrades of any kind and are subject to cancellation without credit or refund.

### 6. CANCELLATIONS AND CUTBACKS

- a) Should the exhibitor wish to cancel this contract or reduce the total amount of space (or spaces), Universal Fairs will refund all payments received only if written notice of the request for cancellation is received by Universal Fairs before the contract is accepted by Universal Fairs.
- b) Once a contract has been accepted, written notice of a cutback or cancellation must be sent to Universal Fairs. Specific deadlines and details regarding cancellation are stated on each individual show/expo applications.
- c) For all Exhibitors requesting a space reduction, Universal Fairs reserves the right to relocate the exhibit or reconfigure it as determined by show management.

### 7. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

### 8. SALE OF MERCHANDISE

Management reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. The exhibitor agrees to be solely responsible for registering for, collecting, and reporting appropriate sales taxes.

### 9. INDEMNIFICATION

- a) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the show venue, Universal Fairs and their managers, officers, agents and employees, and each of them ("indemnitees") from all losses, claims, liability, damage, actions, judgments recovered from or assessed against above named indemnitees, plus expenses (including, without limitation, attorney's fees and expenses) (i) from the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (ii) for any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iii) arising from the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space.

- b) Each party agrees that the federal and state courts sitting in the city of the show have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law.

### 10. ACTS OF GOD

Universal Fairs shall have no liability whatsoever for any matter or thing resulting from strikes, lockouts, fire, acts of terrorism or war, or other acts of God; except that if Exhibitor's show space has not been made available to Exhibitor, Universal Fairs shall return to Exhibitor payments made by Exhibitor after deducting therefrom a pro-rata share of expenses incurred in connection with said Show.

### 11. INSURANCE

- a) Universal Fairs shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft. -Exhibitor is required to follow and use all of the security arrangements made by Universal Fairs for property and valuables when the show is not open.
- c) The Exhibitor understands that neither Universal Fairs nor the show venues maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

### 12. COPYRIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, tradename, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless Universal Fairs and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use.

### 13. AMENDMENTS

- a) The Show Management has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.
- b) Exhibitor agrees to comply with such terms, rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle Universal Fairs to terminate Universal Fairs' obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space.
- c) Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities which affect the show space.
- d) No failure by Universal Fairs to enforce or any delay in the enforcement of any rights or power by Universal Fairs shall impair any right, power or remedy that Universal Fairs may have under this contract.