

Agreement Between Chicago Suburban Antiques Dealers Association and the DuPage County Historical Museum Foundation

This agreement shall be in effect between the Chicago Suburban Antiques Dealers Association (CSADA), Producers, and the DuPage County Historical Museum Foundation (DCHMF), Sponsors. The purpose of this agreement shall be the promotion and production of an antiques show and sale, commonly known as the Fox Valley Fall Antiques Show, to be held at the Kane County Fairgrounds on October 19 and 20, 2013. The term of this agreement is from April 16, 2013 through December 30, 2013.

The Producers agree as follows with the Sponsors:

- 1. Will use its best effort to contract with responsible, reputable antiques dealers for the rental of booth space in the hall for exhibiting authentic antiques during the period of the show. The choice of exhibitors selected shall be the exclusive responsibility of the Producers. A list of exhibitors shall be delivered to the Sponsors at a date conducive to the timely printing of the show program.
- 2. Will assume responsibility for arranging all floor space and rentals of booths between exhibitors and Sponsors by and through an application for space completed by the antiques dealers.
- 3. Will design and decorate the atrium under the direction of the Atrium Chairperson with the assistance of the Sponsors.
- 4. Shall assist the Sponsors in planning and layout of the Program if needed.
- 5. Shall, upon request, accept complaints from any exhibitor or member of the public, or from the Sponsors, and if requested, will confer with any and all members of the public in the event of breakage, theft, or similar incidents.
- 6. Shall collect (and retain) all gate revenues, including those from advance ticket sales, and shall provide CSADA people throughout the show for this purpose.
- 7. Will pay the Sponsors the sum of \$3000 or 50% of the total net profits, whichever is greater, from the Antiques Show. The sum of \$3000 to be sent to DuPage County Historical Museum Foundation no later than one business week after the closing of the show and any remaining balance due within 90 days. The following expenses will be paid by the show Producers:
- Advertising radio and print media
- Electrical expenses

- Fairground expenses
- Food for dealers' lunch and public during show hours
- Janitorial
- Postage for direct mail
- Printing (except for the Show Program)
- Security
- Supplies for atrium decoration and displays

If the Sponsors pay out-of-pocket for such expenses upon request of the Producer, they shall be reimbursed by the Producers upon submission of proof of payment.

8. Provide adequate liability insurance for the entire show period, including setup days, in an amount not less than \$1,000,000 total. The Producers and Sponsors shall be listed on said policy as one of the insured and shall be supplied with a certificate from the insurance company in advance of the show days.

The Sponsors agree as follows with the Producers:

- 1. Will take responsibility for the following show tasks:
- Staff the ticket table throughout the show.
- Produce and pay for the Show Program. All profits in connection with any
 advertising in the program book will benefit the DuPage County Historical
 Museum Foundation and shall not be considered in any calculation or allocation of
 net profits or losses under paragraph 7, above.
- Assist in take down of atrium display and removal of material to the storage facility, and other tasks related to show closing.
- 2. Will keep an account of all receipts and expenditures in connection with the show and forward a financial statement to the Producers 30 days after the show.
- 3. Will pay the following expenses: Printing the Show Program and solicitation of advertising in same.
- 4. Shall make every effort for the good and benefit of the show, particularly in the area of publicity, advance ticket sales, working committees, and any other necessary physical arrangements.
- 5. In the event that the Sponsors terminate this agreement without cause or are in substantial breach of the promises herein, Producers shall be reimbursed for their out-of-pocket expenses exclusive of loss of profits. Concurrently, in the event that the Producers terminate this agreement without cause or are in substantial breach of the promises herein, Sponsors shall be reimbursed for their out-of-pocket expenses, exclusive of loss of profits.

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