

# INSTRUCTOR TERMS & CONDITIONS

## BEAD FEST PHILADELPHIA

August 14-18, 2019

### WORKSHOP ENROLLMENTS

An email will be sent to instructors prior to registration launch for workshops to be reviewed and proofed on beadfest.com.

Workshop registration will stay open throughout the Event and the Instructor should be prepared to teach the maximum enrollment specified above, even if an interim student count is noted as less than the maximum.

### STUDENT COMMUNICATION

- Instructors are required to provide detailed printed or emailed instructions to each student by the start of class. Copy of instructions should be sent to [Beadfest@fwmedia.com](mailto:Beadfest@fwmedia.com) at least one (1) month before the event.
- Instructor agrees to contact students one (1) to two (2) weeks prior to workshop start date. Instructor will confirm the student supply list and kit materials as well as use the opportunity to introduce yourself, the topic and any general class expectations. Access to student contact information will be provided prior to this time.

### PROMOTING YOUR APPEARANCE

We suggest:

- Two (2) promotional emails. The first to go out to your list within two (2) weeks after registration launch. The second to go out to your list no later than four (4) weeks prior to the event. Please copy [Beadfest@fwmedia.com](mailto:Beadfest@fwmedia.com) on these emails.
- The event logo (with link back to <http://www.beadfest.com>), date, location and website URL can be placed on your social media, website, and/or blog. Please send a screenshot to [Beadfest@fwmedia.com](mailto:Beadfest@fwmedia.com) within six (6) weeks of registration launch.

Links:

<http://www.beadfest.com>

<https://www.facebook.com/BeadFest>

<https://twitter.com/InterweaveCraft>

<https://www.pinterest.com/fwmediabeadfest>

- Any instructor who would like additional promotional materials, including emails, to promote the Event can contact Hollie Goodman: [hollie.goodman@fwmedia.com](mailto:hollie.goodman@fwmedia.com) for details.

### PAYMENT

- A class roster will be provided for each workshop session. All registered students will be listed on this roster and should have a printed ticket. Anyone not holding a class ticket, but who seeks

to attend a Workshop, can see the F+W Event Registration team prior to the Workshop to purchase a valid Workshop ticket or print their online ticket.

- The Instructor will be paid the amount per student plus kit fee (as outlined) based on the number of students registered for each class.
- The Instructor (or an assistant) will take tickets and check each student off of the class roster, upon entrance to the classroom or upon receipt of the class kit. These rosters will be returned to F+W staff to be a reference in calculating student numbers and kit fees to be paid to Instructor post-Event.
- The Instructor will receive payment in two parts. The first payment will include class numbers from registration opening through May 30, 2019. Payment for this portion of class sales will be given to the Instructor at the event. The second payment will include online class sales from May 30 through the close of registration as well as any onsite sales, and will be mailed to the Instructor approximately forty five (45) business days after the close of the Event.
- An Instructor who does not engage in the promotions outlined above (or any other type of relevant marketing to promote their appearance), may receive a payment of \$5 less per student.
- Travel, meals, lodging, ground transportation, and all other fees (except materials fees) are the sole responsibility of the Instructor.

## **CANCELLATION**

**Cancellations must be made in writing to [BeadFest@FWMedia.com](mailto:BeadFest@FWMedia.com) and received by July 16, 2019 (instructor cancellation).**

Teaching workshops is a great opportunity and one we value greatly. As a result, canceling advertised classes causes great frustration and inconvenience to those who have already purchased tickets. As such:

- 1) If the minimum number of students listed herein is not met and you decide to cancel, you must do so in writing as detailed above on or before the cancellation date of **July 16, 2019**.
- 2) All Workshops not cancelled by **July 16, 2019** will be taught regardless of the number of students enrolled.
- 3) If you are teaching more than one Workshop and you decide to cancel one of them, but you have met your minimum in the other Workshop(s), you are required to teach the other Workshop(s).
- 4) If any Workshop is cancelled at any time after meeting the minimum number of students, the Instructor will be charged a **\$150 cancellation fee per workshop**. Additionally, you and your company may be restricted from teaching or participating in future Bead Fest Events.

5) If any Workshop is cancelled after the **July 16, 2019** deadline, regardless of the workshop size, the Instructor will be charged a **\$150 cancellation fee per workshop**. Additionally, you and your company may be restricted from teaching or participating in future Bead Fest Events.

6) If you fail to perform the workshop as advertised, arrive late, or cancel the workshop on-site, you will be charged a **\$200 cancellation fee per workshop**.

These penalties are intended both as a deterrent and as a means to compensate Bead Fest for expenses and damages incurred by cancellations. It is our goal to maintain workshop schedules as advertised in order to provide the promised services to our customers.

No other cost or liability will be incurred by F+W Trade Show & Events, LLC with respect to cancelled Workshops. F+W Trade Show & Events, LLC reserves the right to cancel the Workshop(s) by the **July 16, 2019** cancellation date if the minimum number of students is not met or for any other reason, or at any time in the case of the occurrence of an event outside of F+W's reasonable control (i.e., a natural disaster, pandemic or cancellation by the venue).

#### **CLASSROOM SET-UP/EQUIPMENT**

Standard classroom set-up provided by F+W: covered tables plus chairs to accommodate two (2) students per table; one (1) additional table and two (2) additional chairs for the Instructor.

F+W will review additional equipment and set-up requests made directly on the Workshop proposal form. Please note that not all requests will be approved.

Additional equipment and classroom set-up will be the responsibility of the Instructor including but not limited to: all tools, materials and equipment, individual lighting, extension cords, electricity over basic requirements and any other necessary materials or equipment. Any damage caused by the instructor to the facility during the workshop is the specific financial responsibility of the Instructor.

As an Instructor you are permitted to display and sell to your students in your classroom: components, materials and tools that are directly related to the project(s) you are teaching in your Workshop(s) at this event, as well as finished jewelry that you have created. Instructor may not, however, erect promotional displays or signage in their classrooms or elsewhere on the premises. This is a courtesy to the student and is not offered to replace an exhibit in the shopping expo. Due to limited space in classrooms and limited availability of tables, classroom sales displays are limited to one (1) standard six foot table. Any exceptions or additional space must be approved by show management. **All sales must take place prior to or after class, or during scheduled breaks when class is not in session.**

## **LIMITATION OF LIABILITY**

All property and equipment of the Instructor, distributed or utilized in a Workshop shall be the sole responsibility of the Instructor. Under no circumstances shall F+W Trade Show & Events, LLC be responsible for any loss or damage to the equipment, or any other property of any Instructor. Instructor agrees to make no claim for any reason whatsoever against F+W Trade Show & Events, LLC or service contractors, for loss, theft, damage or destruction of goods, or any damage of any nature, for any action of any nature of F+W Trade Show & Events, LLC and for failure to hold the Event.

## **CARE OF PREMISES**

Instructor is liable for any intentional damage they cause to the facility, building, floors, walls, columns, equipment or other property during their Workshop. Application of labels, tape, paint, adhesives, or other coatings to the facility property is strictly prohibited and would be considered intentional damage. Instructor agrees to pay promptly for any and all such damage to the facility or its equipment caused by the Instructor, its employees, agents, contractors, invitees, or representatives. Instructor acknowledges that F+W Trade Show & Events, LLC does not maintain insurance covering damage, destruction, or loss of Instructor property. It is the sole responsibility of the Instructor to obtain any insurance necessary. It is expressly understood by Instructor that neither F+W Trade Show & Events, LLC, nor its employees, agents, or representatives shall be liable for damage or injury to the Instructor, including any employees, agents, representatives, or guests, whether to person, business or property, as a result of theft, fire, accident, or any other cause whatsoever.

## **FORCE MAJEURE**

Upon written notice, F+W may cancel the terms of this Agreement due to acts of God, war, government regulation, disaster, strikes, civil disorder or other situation that makes it illegal or impossible to provide the facilities or hold this Event.

## **DISCLAIMER**

By signing this Agreement, you agree that the project(s), technique(s) or method(s) you are teaching is (are) your design(s), and if it is not your design that you have written permission from the original designer to teach it at the Event and grant the rights hereunder.

## **INDEPENDENT CONTRACTOR**

The relationship of Instructor to F+W is that of an independent contractor and not that of employee or agent of F+W. Instructor may, at Instructor's own expense, employ or engage the services of such employees, agents or subcontractors (collectively, "Instructor's Agents") as are deemed necessary to assist (though not replace) Instructor in performing Instructor's obligations hereunder. Instructor acknowledges that Instructor's Agents, if any, participating in the Workshop must sign a release. As an independent contractor, Instructor shall have full responsibility for applicable withholding and other taxes for all compensation paid to it or Instructor's Agents, and neither Instructor nor Instructor's Agents will be eligible for any F+W employee benefits. Neither Instructor nor any of Instructor's Agents shall have the authority to enter into contracts or arrangements that bind F+W Trade Show &

Events, LLC or create obligations on the part of F+W Trade Show & Events, LLC without the prior written authorization of F+W. Any payment to Instructor's Agents is the sole responsibility of the Instructor.

Instructor represents and agrees to conduct the workshop in a highly professional manner and that is satisfactory to F+W. Business casual attire is expected and no alcoholic beverages are permitted within the classroom. If Instructor fails to meet these standards, F+W reserve the right to withhold all or a part of Instructor's payment. Instructor will provide a W9 form to F+W with this contract.

### **SIGNING/AGREEMENT**

Instructor represents and warrants that upon entering into a confirmed Agreement, Instructor has the full power and authority to enter into and perform this Agreement and that it is valid and binding and enforceable against both parties; that in performing this Agreement, Instructor will not violate the terms of any agreement with any third party; that its taxpayer identification number and contact information set forth below the signature line hereof are accurate; and that the services and materials, and all elements and parts thereof provided, will not invade any right of privacy, contain any libelous or plagiarized material, and will not infringe or violate any copyright or other right of any other person or entity.

### **INDEMNIFY AND HOLD HARMLESS**

Instructor agrees to indemnify and hold F+W and its managers, officers, employees, members, agents, affiliates and representatives harmless against any liabilities, losses, damages, costs or expenses, including any attorneys' fees, arising from any claim, action or proceeding based upon or in any way related to (i) any breach or alleged breach by Instructor of this Agreement, (ii) any negligence and/or willful action on the part of Instructor and/or Instructor's Agents, and (iii) the tools, materials, and equipment provided to the Workshop, and the Workshop activities involving their use or any use of the property of the facilities at which the Workshop is held. All warranties and representations and indemnifications in this Agreement shall survive the termination of this Agreement.

### **RELEASE**

The Instructor releases and forever discharges F+W Trade Show & Events, LLC, its employees, agents, officers, parent company, and affiliates from any and all manner or actions, liabilities, suits, or claims, including attorney's fees, which may arise out of or relate to the performance of this Agreement instructors release.

### **SURVIVAL**

All warranties and representations and indemnifications in this Agreement shall survive the termination of this Agreement.

### **NON-DISCLOSURE**

The Information in this agreement will be kept confidential and shall not, without the prior consent of the other (hereinafter the "Disclosing Party"), be disclosed by the receiving party (hereinafter the "Recipient"), or by its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by the Recipient, its agents, representatives or employees, other than in connection with this particular event.

### **SPECIAL CONSIDERATIONS**

Instructor hereby grants F+W, its affiliates and their respective designees, and acknowledges that they shall have, the perpetual, worldwide right to use, display, reproduce, and distribute and permit others to use, display, reproduce and distribute Instructor's name, likeness, other identification, and biographical material, and images and descriptions of the projects or other materials and designs therefore relating to Instructor's Workshop(s), for the purposes of promoting and advertising the events in which the Instructor is participating and future F+W events, in F+W's publications, web sites, or other media.

Instructor agrees to reference specific names and dates of workshops being taught, and the name of the Event on personal web sites, blogs or other forums as available.