



# California Contract For Exhibit Space

Company (Please print or type): \_\_\_\_\_

Company Name to appear on Sign (If different then above): \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Website: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Would you like to participate in a link exchange with [www.exposwest.com](http://www.exposwest.com)? Yes \_\_\_\_\_ No \_\_\_\_\_

Please list the PRODUCTS and / or SERVICES you wish to exhibit.

## TERMS OF BOOTH PAYMENT

**A 50% deposit of the total booth cost must be submitted with completed contract to hold space**

2005 Show Date:	Requested Booth # (s)	(Initial Here)
January 7 - 9 Fresno Home & Garden Show	_____	_____
November 4 - 6 Fresno Home Show	_____	_____

Total Booth Cost	\$ _____
Deposit	\$ _____
Balance Due	\$ _____

**(Please make checks or Money Orders payable to "Expos West Productions")**

Check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

<b>Please indicate that you agree with the following terms and conditions by initialing</b>	(Initial Here)
All deposits received up to the date notice of cancellation are nonrefundable (Term 15)	_____
The organizer does not guarantee the success of the exhibitor (Term 19)	_____
There are no exclusives (Term 20)	_____
All estimated attendance figures are not guaranteed (Term 24)	_____

**DO NOT** sign this contract until you have read and agree to the attached terms and conditions.

*Please return contract in full with booth deposit.*

Signature / Title: \_\_\_\_\_ Date: \_\_\_\_\_



**1. THE ORGANIZER: Expos West Productions**

P.O. Box 2127 Marco Island Florida 34146 (866) 345 7469 www.exposwest.com

**2. VENUE: Fresno Home & Garden Show** (Herein called "Show") will take place at Fresno Convention Center, CA (herein called the "Show Site") on three consecutive days - (1) January 7 - 9, 2005 & (2) November 4 - 6, 2005

**3. EXHIBITION TIMETABLE:**

All exhibits must be open for business during exhibit hours. No dismantling or packing may be started before the show closes on Sunday. Cooperation on this point from all Exhibitors is earnestly requested. The Exhibitor has an obligation to attendees to see that these terms are not violated. The Exhibitor will not be permitted to dismantle their exhibit(s) or do any packing prior to the official closing hour of the show (Sunday, 6:00 pm).

4. Organizer is not responsible for any errors, omissions, typos, misspellings, etc., in any Show publication, advertising, or in any Show electronic media.

**5. ALLOCATION OF SPACE:** No Exhibitor shall change or add to the products and services to be displayed without the written consent of the Organizer. Any booth, which in the opinion of the Organizer, is inappropriate, is subject to being altered to comply with the Organizer requirements at the expense of the Exhibitor. No Exhibitor may sub-let or share his allocated area with any other company or organization without the permission of the Organizer. Any Exhibitor wishing to share their booth with any groups other than divisions of their own company must apply in writing to the Organizer with full details of the sharing company. If the exhibitor decides to cancel by written notice, Show Management has the right to retain all amounts paid by exhibitor based on the schedule of payments of the application/contract for booth space. Deposits and/or payments may be non-refundable. The Organizer reserves the right in the event of unavoidable circumstances to change the layout of the exhibition, or any part thereof without liability to the Exhibitor. Any Exhibitor affected by any possible change will be notified.

**6. EXHIBIT AREA:** All aisles and entrance doors will be under the control of the Organizer. Merchandise, displays, signs or other property of the Exhibitor may not extend into the aisles to obstruct the view of other spaces or aisles. The Exhibitor and their agents, employees or other representatives may not sell merchandise, give souvenirs or hand out any other literature of any kind anywhere other than in their own exhibit space. The Organizer reserves the right, in its sole discretion to (1) determine the eligibility of Exhibitors and exhibits for the show, (2) reject or prohibit exhibits or exhibitors which the Organizer considers objectionable, and (3) relocate exhibitors or exhibits when in the Organizer's opinion such moves are necessary to maintain the integrity and/or good order of the show. Exhibitors may not operate sound equipment that might prove disturbing to other exhibitors. Show management has the right to determine the acceptable level of sound in all such instances. The Exhibitor may distribute printed matter, souvenirs or other articles only within their space. Food, beverages or novelty items either sold or given away, must be approved by the Organizer and their catering contractors. Any outside service contracted for by the Exhibitor, not included in this Contract must be reviewed and approved by the Organizer. Any property left in the hall beyond the specified time will be removed and The Exhibitor will be charged for moving and storage costs.

**7. FEES:** The fees paid per this contract represent an agreed measure of compensation for fair value of services rendered by the Organizer. Any sums paid in excess of the above cancellation charges will be refunded by the Organizer. The Organizer shall be entitled to close an exhibit at any time for failure by an Exhibitor or his assignee or any officers, agents, employees, or other representatives of such exhibitor or assignee to perform, meet or observe any terms or condition set forth herein and such Exhibitor shall not be entitled to any refund or any part of any fee. If full payment for contracted exhibit space has not been received for the event by the Friday preceding the opening day of the event, then contracted exhibitor's is in breach of contract, and said exhibit space will be released; however, exhibitor is still liable for full payment.

**8. HEALTH PERMITS:** If the Exhibitor is serving samples, the Exhibitor is responsible for obtaining a health permit from the appropriate government authorities, and for complying with all rules, regulations and fees thereof.

9. The Exhibitor on the Show Site must comply with all regulations of unions applicable to receiving, set-up, dismantling and removal of their exhibits.

10. Deliveries shall be made only at a time specified in the Exhibitor Manual. The Organizer and the Show Site are not responsible for any loss or theft of exhibitor's merchandise or equipment during any period of the Show, or during set-up/dismantling.

**11. FIRE, THEFT, ACCIDENT:** The Organizer will maintain security service in the building and/or shall make reasonable efforts to provide security. However, the Organizer shall not be responsible for the safety of the Exhibitor or its property, employees, visitors or customers from theft, disappearance, pilferage, injury or damage by fire, accident or any other cause. The Exhibitor assumes sole liability for any losses resulting from such causes. The Organizer shall not provide insurance for the benefit of the Exhibitor or its property. The Exhibitor agrees to abide by City Fire Prevention Code and the exhibit hall fire regulations promulgated by the owner of the show site, which, among other regulations, prohibits attachment of any signs or other items to the walls of the building, or to attach signs to the drapery of the booth unless fireproofed. Otherwise, such items must be at least six (6) inches away from the drapery. Also, the regulations provide that decorations must be noncombustible or flameproof; the use, display or storage of flammable liquids or gas must be approved by the Fire Marshall in writing.

**12. INDEMNIFICATION:** Exhibitor shall indemnify and hold the Organizer harmless from any damages, losses or liabilities resulting from any claims, demands, suits or other actions based on or arising out of the Exhibitor's occupation or use of exhibit space or its installation, operation, or removal of exhibits, including but not limited to all claims and demands of Exhibitors or any third party including any of, their agents, employees, representatives, customers, and guests for injury to person or property (including theft or mysterious disappearance) arising by virtue of any occurrence in the exhibit space or Show Site or in the parking areas in proximity to the Show Site during the term of this Contract, as well as any period during which The Exhibitor is moving into or out of the Show Site. The Exhibitor shall observe and abide by additional regulations made by the show for the efficient, safe operation or success of the Show and such additional regulations shall be at the sole discretion of the Organizer. Any exhibitor who violates any of the above terms and conditions is subject to being refused further participation in this show or any other show managed by the Organizer.

**13. INSURANCE:** The Exhibitor is "required" to carry Comprehensive General Liability Insurance naming Expos West Productions and The San Mateo Expo Center and / or The Cow Palace.

14. In the event that because of war, fire, government regulations, public catastrophe, act of God or the public enemy or other cause beyond the control of the Show and the Organizer, the Show or any part hereof is prevented from being held, is canceled by the Show or exhibit space is assigned hereunder becomes unavailable, any refund of exhibit fees to the exhibitor shall be at the absolute discretion of the Organizers. Such refund if given shall be a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expense incurred by the Show and reasonable compensation to the Show, but in no case shall the amount of refund to the exhibitor exceed the amount of exhibit fee paid. Exhibitor shall not have any right to an accounting review or audit of the financial records of the show.

**15. CANCELLATION:** This contract may be cancelled only if written notice, letter or fax, is received by Organizer. All deposits received up to the date notice of cancellation are nonrefundable. If notice of cancellation is submitted within 60 days or less prior to the first day of the show, the Exhibitor is liable for full payment of the space rental under this contract. In the event the Exhibitor fails to make payment or fails to comply in any respect with the terms of this contract, the Organizer reserves the right to cancel this contract without notice and all right of the Exhibitor hereunder shall cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by the Organizer as liquidated damages for breach of the contract and the Organizer may thereupon re-rent said space. Failure to appear at the event does not release the Exhibitor from responsibility for payment of the full cost of the space rented. If an exhibitor fails to occupy the space he has contracted for, by 8:00am, Friday, or fails to comply with the terms of this application/contract, Show management has the right to use such space in any manner.

**16. ELECTRICITY & PLUMBING:** The Exhibitor shall be responsible for ordering from the electrical contractors and/or plumbing contractor and paying for all electrical wiring, permanent plumbing connections or temporary fills. Under no circumstances will the Organizer accept any liability for any charge for such electrical or plumbing work. The Exhibitor should arrange with the official Electrical Contractor for electrical service and/or The Official Plumbing Contractor for plumbing service. (See Exhibitors Manual).

17. The Organizer shall have full power to interpret and/or amend these Terms and Conditions which in its discretion shall be in the best interest of the show. The decision of the Organizer must be accepted as final in any dispute between the Exhibitor and any situation not covered by these Terms and Conditions.

**18. COMPLETE CONTRACT:** The contract, together with all of its attachments, constitutes the complete agreement between the Organizer and the Exhibitor. This contract supersedes all previous or contemporaneous negotiations, arrangements, agreements or understandings, if any, between the Organizer and the Exhibitor with respect to the subject matter of this contract. No modification of this contract shall be valid unless approved in writing by the Organizer. The acknowledgment by the Organizer of the receipt of the Contract duly completed and returned with the appropriate deposit will form a Contract between the Exhibitor and the Organizer.

**19. OBLIGATIONS:** The Exhibitor/Organizer does not guarantee in any way the success of any exhibitor. The contractual obligations to the Exhibitor/Organizer assumes those expressly made herein.

**20. The Organizer does not offer exclusivity for any products or services, nor can we guarantee that you will not be placed near a competitor. However, we will try to accommodate you.**

**21. FLORIDA LAW:** This lease shall be construed under the laws of FLORIDA and all obligations hereunder shall be performable in FLORIDA. All legal actions brought to enforce rights under this Lease shall be instituted in the courts in FLORIDA.

**22. FAILURE TO PROVIDE EXHIBIT SPACE:** The Organizer shall not be responsible for any damage or cause of action resulting from failure to provide a specified exhibit space due to any reason beyond its control or due to its sole or partial negligence, including without limitation, government regulations or controls, strikes, work stoppages, acts of God or the occupation of any portion of the hall by any governmental authority or a public enemy, or the Organizer's inability to obtain sufficient exhibit space from the owner of the Hall. In the event of such failure to provide a specified exhibit space, the Organizer may, at its option, terminate this Agreement/Contract in its entirety by refunding to Exhibitor up to fifty percent (50%) of the total exhibit fee paid by the Exhibitor, thereby releasing the parties hereto from any and all further obligation under this agreement. In the event of a partial or total evacuation of the exhibit space for less than five (5) hours for a cause beyond the control of the Organizer, there shall be no reduction or abatement of the exhibit fee paid by the Exhibitor. In the event of a partial or total evacuation of exhibit space for five hours or more, the exhibit fee shall be reduced in proportion to the period of time lost in relation to the total time of the exhibition per the exhibition timetable, up to a maximum reduction of fifty percent (50%) of the total exhibit fee. Notwithstanding any of the foregoing, in no event shall the Organizer's liability to Exhibitor hereunder exceed the total exhibit fee provided per this Application/Contract.

23. Move-In and Move-Out will be conducted on a designated time and section basis. A complete schedule will be sent to you prior to the opening day of the event, unless booking date is past this deadline. **Note:** The Exhibitor Manual, an integral part of this Contract for Exhibit Space and Terms & Conditions, will be forthcoming.

24. Attendance:  
Expos West Productions provides ESTIMATED ATTENDANCE figures for the convenience of all exhibitors. These estimates are NOT GUARANTEED.

25. **BADGES:** The Exhibitor and their employees must apply for a registration badge(s) from the Organizer and wear such badge at all times when in the "Show Site" (defined as the area of move-in / out and the exhibition itself).

Date

Signature

I agree to abide by these terms and conditions