



Return contract with deposit to:
Specialty Shows & Events www.anaheimhomeshows.com
6861 Glen Drive Phone: 714-622-5031
Huntington Beach, CA 92647 Fax: 714-622-5067

ANAHEIM HOME, GARDEN & TINY HOME SHOW - ANAHEIM CONV. CENTER
HALL "D" APRIL 29-MAY 1, 2022 EXHIBIT SPACE CONTRACT

COMPANY PHONE
ADDRESS FAX
CITY STATE ZIP EMAIL
Sellers Permit # Contractors License # CELL
(Must be included if you sell any taxable merchandise) (I hereby state that my license is current and in good standing)

Company Name to be listed in the show program

BOOTH COSTS: (Does NOT include Electrical Services, Tables or Chairs)
10' x 10' = \$1,345 10' x 20' Corner = \$2,890 20' x 20' End Cap = \$ 4,915 (15% disc't.) MARKET PLACE 10' x 10' = \$775
10' x 10' Corner = \$1,545 10' x 30' Corner = \$3,810 (10% disc't.) 20' x 20' Island = \$5,255 (15% disc't.) Corner Fee + \$100

BOOTH # SIZE INLINE () CORNER () ENDCAP () or ISLAND () COST

DEPOSIT BALANCE DUE FEBRUARY 26, 2022

Show Management will make every effort to assign the requested exhibit space. If the space is not available, Show Management will assist in selection of booth space on a first come first serve basis. A 50% non-refundable deposit of the total exhibit space rental fee is due upon selection of booth space. The remaining 50% of payment will be due and payable 60 days prior to the first day of the show. In the event of a Returned Check or Credit Card Charge Back, a \$50.00 administration fee will be charged. NOTE: Any removal or dismantling of Exhibit Display PRIOR to the closing hour of the show will result in a \$300 penalty fee to be charged automatically to the provided credit card and/or jeopardize future show participation. Move-out is Sunday night only.

PRODUCTS and/or SERVICES: Complete Below for prior Show Management approval;

{ (above must be filled in) }

EXHIBITOR SIGNATURE DATE
(I hereby understand and agree to conditions of contract stated on both sides of this contract. I certify that I am authorized to sign on behalf of company listed on contract)

PLEASE PRINT NAME

CREDIT CARD # American Exp Discover Master Card Visa EXP. DATE CODE

CREDIT CARD ADDRESS

Signature Print Name
(Authorized Credit Card Holder) (As it appears on Credit Card)

IMPORTANT: If you wish to pay via Credit Card, please fill out the section above plus submit a copy of driver license. Credit Card payment authorizes Specialty Shows & Events to automatically charge 50% deposit upon acceptance of contract. If you wish to pay the balance by cash or check, Specialty Shows & Events must receive the payment no later than 60 days in advance of the show. If payment is not received, your credit card will automatically be charged the balance. Fees accumulated due to late check in, early dismantling, late move-out and aisle solicitation will be automatically charged as well. All payments are non-refundable.

SPECIALTY SHOWS & EVENTS Acceptance DATE

Table with 4 columns: OFFICE USE ONLY: Sales Rep., Cat., Show Site Info / VIP Passes Mailed, Deposit Rec'd., Date Rec'd., Ck /CC#, Balance Due, Balance Rec'd., Date Rec'd., Ck /CC#, INV. #

TERMS & CONDITIONS

- 1. Rules and Regulations:** Exhibitors agree to be bound by the rules and regulations as may be established by **Specialty Shows & Events herein after referred to as Management** and set forth in the Exhibitor move in –move out kit that will be provided by Management and the nominated Decorator at least 30 days prior to the Show. It is the Exhibitor's sole responsibility to understand and comply with the rules and regulations.
- 2. Electricity, Water and Other Furnishings:** Exhibitors are responsible for any and all electrical charges, power utilities, water or other services as needed. Electrical hookups and Water are available through the approved Electrical Contractor. Additional furnishings customarily required by the Exhibitor will be available through the official Show Decorator. Show Management takes no responsibility for services provided by the Electrical or Decorating Contractors.
- 3. Installation and Removal Time:** Exhibitor will be advised in the Exhibitor Kit of a specific move in – move out time to which it must adhere. Failure to meet appropriate move in and move out deadlines may result in the forfeiture of exhibit space or the removal of Exhibitor's materials by Management at Exhibitors expense, without providing financial recourse to Exhibitor from Management. No children under 18 years of age are allowed during move-in and move-out hours. Under no circumstances will Exhibitor be allowed to break down exhibit space any earlier than 3:00 PM on the final day of the show and then not until notified by Management. Public safety and the protection of other exhibitors and their products are Management's concern. **THERE IS NO MOVE IN ON FRIDAY MORNINGS. THERE WILL BE AN ADDITIONAL \$250 NON-COMPLIANCE FEE AND ANY ADDITIONAL COSTS ACCESSED BY FIRE DEPARTMENT REVIEW OF SHOW SITE.**
- 4. Exhibit Hours:** The Exhibitor will staff the exhibit space during all show hours set forth in the Exhibitor Kit.
- 5. Exhibitor Cancellation:** (a) Cancellations must be in writing. Deposits and payments of any kind are non-refundable and non-transferrable. (b) If the exhibit is not occupied by 9 am on the opening day of the show, Exhibitor shall be deemed to have cancelled the exhibit space contracted for, and Management shall have the right to use such space as it deems appropriate, with no refund to the Exhibitor. (c) If the Exhibitor does not make full payment when due under the terms of this contract, Management may terminate this contract and the Exhibitor shall be responsible for payment to the Management of all amount which would have been due Management, under the terms of this agreement. In addition, there is a \$50 fee for late payments.
- 6. Cancellation of the Event:** If Management cancels the Event due to circumstances beyond the reasonable control of Management (such as acts of God, acts of war, governmental emergency, fires, labor strikes, or unavailability of the exhibit facility), Management may retain such part of the Exhibitor's rental as shall be required to recompense Management for expenses incurred up to the time such contingency shall have occurred. If such extenuating circumstances should occur, all remaining deposits and payments will be moved to the next show.
- 7. Use of Exhibit and Promotional Activities:** (a) All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor is responsible for keeping aisles near its exhibits space free of congestion caused by demonstration promotions. No soliciting is permitted outside your assigned booth space. First violation-written warning, 2nd offense is a \$50 fine and 3rd offense may result in closure of booth with no refund. (b) Exhibitor shall not sell, assign, sublet or share the space allotted. Exhibitors must display only the products/services set forth in the contract. .If no products are listed on the contract, Management reserves the right to prohibit any exhibit or part thereof which, in their opinion, violates the agreement, or is any way not suitable to and in keeping with the character of the show. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area. Violation of this clause will result in removal of items not specifically identified and possible removal of the entire exhibitor at Exhibitor's expense (c) Permission to hang signs higher than 8 feet must first be obtained from Management which will confirm the available height for specific exhibit space locations. No portion of any exhibit sign or carpeting may extend over or beyond assigned floor space. (d) Management shall have the sole discretion over sound equipment used, the intent of which is that sound shall not be objectionable to neighboring Exhibitors. There are no exclusive rights granted for products, services or brand names, unless granted in writing by Management. Management reserves the right to limit the number of exhibitors in any category as well as the number of spaces required for a category.
- 8. Sales Restrictions:** (a) Management will have the right to restrict sales of products that, for any reason, it deems objectionable or distasteful. If these restrictions are violated, Management will have the right to immediately dismantle exhibit space contents at Exhibitor's expense and cancel Contract. (b) Inappropriate behavior by Exhibitor or his/her agents, including but not limited to use of profane language, mistreatment of customers, show staff or facility staff or other Exhibitors will be grounds for removal from the show without refund. (c) Only the signage, literature, business cards or advertising of the exhibitor whose name appears upon the face of this contract can be placed at the space. Management reserves the right to amend these rules and make the final decision on any situation which may not be governed by this contract.
- 9. Taxes, Licenses, Security, Insurance and Liability:** (a) Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Show. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, licenses fees of other charges that shall become due to any governmental authority in connection with their activities at the Show. (b) The Exhibitor is solely and fully responsible for its own exhibit material and should insure its exhibit against loss or damage from any cause whatsoever. All property of an Exhibitor is understood to remain in its care, custody, and control in transit to or from or within the confined of the Exhibit Halls. Exhibitor agrees to waive its right of subrogation against the Show, its officers, directors and employees. Neither the Management, nor its agents or representatives, will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever. Under no circumstance will Management be liable for lost profits, equipment or other incidental or consequential damages. (c) Exhibitor shall obtain, at its own expense, adequate insurance, but in no event less than \$1 million of comprehensive general liability insurance, including the so called "broad form endorsement" commencing on the first move in date and terminating on the last move out date. Such insurance shall name the Show and its officers, directors and employees as additional insured. (d) The Management shall not be liable for failure to perform its obligations under this contract as a result strikes, acts of God, or any other cause beyond its control. The Management shall not be liable for any injury whatsoever to property of the Exhibitor or to persons conduction or otherwise participating in the conduct of the exhibit facility. The Exhibitor assumes full responsibility and liability for the act of omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority, and agrees to save harmless Management and the Exhibit Hall from responsibility of liability resulting directly or indirectly from such acts or omissions. There is no other agreement or warranty between the Exhibitor and the Management except as set forth in this document. The rights of the Management under this contract shall not be deemed waived except as specially stated in writing and signed by an authorized officer of the Management.
- 11. Exhibit Safety:** Exhibitor hereby represents and warrants to Management that Exhibitor has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself. Exhibitor accepts responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of unsafe conditions in the exhibit. Exhibitor hereby agrees to indemnify and hold harmless Management, the owner and manager of the exhibition facility, and others lawfully on the exhibit floor, from and against any claim loss, liability or damage suffered as a result of Exhibitor's unsafe exhibit.
- 12. Care of Building and Equipment:** All of exhibitor's property at the show shall be at the sole risk of Exhibitor and Management assumes no responsibility for loss or damage thereto. Exhibitor is liable for any damage by him or his representatives to building, floors, walls, columns, booth equipment or to the property of other exhibitors. Combustible materials or explosives are not permitted in the Exhibit Hall. All materials used in decoration must be flame proofed. Management is not responsible if you choose to use our free forklift/cart service.
- 13. Litigation:** Although Management and Exhibitor each do business in various state jurisdictions, this contract shall be governed, constructed and enforced in accordance with the laws of the state of California and its courts. Any litigation must be filed with the court system of Orange County, California. In the event that it shall be necessary for Management to bring suit to enforce any of its rights hereunder, Management shall be entitled to recover all costs of such suits including reasonable attorney fees.
- 14. Non-Guarantee:** Management makes no representation or warranty regarding the success of the show, including but not limited to: attendance, Exhibitor participation, weather, parking, exclusivity, product sales or the success of Exhibitor's display or salesmanship.
- 15. Show Photography:** Photos are taken by authorized person(s) during show hours for the purpose of advertisements and show programs. By participating in the show, exhibitor agrees to photography of exhibit booth and all items and persons within exhibiting booths. . No unauthorized photography or video allowed.

I HEREBY STATE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS

Signature _____

Print Name _____

Date _____