



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 SHOW – ANAHEIM CONVENTION CENTER
 HALL “D” SEPTEMBER 13 - 15, 2019 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)

10' x 10' = \$1,295	10' x 20' Corner = \$2,790	20' x 20' End Cap = \$ 4,745 (15% disc't.)	<u>MARKET PLACE</u> 10' x 10' = \$750
10' x 10' Corner = \$1,495	10' x 30' Corner = \$3,675 (10% disc't.)	20' x 20' Island = \$5,085 (15% disc't.)	Corner Fee = \$100

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

DEPOSIT _____ BALANCE _____ **DUE July 31, 2019**

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 45 days prior to the first day of the show. In the event of a Returned Check or Credit Card Charge Back, a \$35.00 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 \$200 penalty fee to be charged automatically to the provided credit card and/or jeopardize future show participation.**

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)

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 45 days in advance of the show. **If payment is not received, your credit card will automatically be charged the balance. This also applies to post show charges for Early Break Down of Display as noted above.**

SPECIALTY SHOWS & EVENTS Acceptance _____ DATE _____

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 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 Exhibitors sole responsibility to understand and comply with the rules and regulations.
- 2. Exhibit Space Equipment and Service Information:** Management will furnish Exhibitors with the name of the exhibit service contractor and will receive a full information package and appropriate forms for the rental of equipment and services performed at the show for the Exhibitors benefit. Management assumes no responsibility or liability for any of the foregoing services performed or materials delivered. A service desk will be available and maintained during move in – move out periods of the Show.
- 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. Under no circumstances will Exhibitor be allowed to break down exhibit space any earlier than 5:00 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. Full liability public liability and property damage will extend to the Exhibitor and its agents, independent contractors if the Exhibitor does not adhere to the times set forth by Management on the close of business on Sunday. **THERE IS NO MOVE IN ON FRIDAY MORNINGS. THERE WILL BE AN ADDITIONAL \$100 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.
- 7. Defaults:** If the Exhibitor fails to make any payment when due under this or any other such contracts (hereinafter the "defaulted contract"), Management may, in its sole discretion and without prior notice to the Exhibitor, reapply any or all funds paid by the Exhibitor under any contract with Management to the payment due on the defaulted contract and, in such event, Management shall promptly notify the Exhibitor of such application, in the event that such reapplication shall create a default in a contract other than the defaulted contract, which default if it is not cured within ten (10) days after notice to the Exhibitor, then that contract may be terminated by Management, in which event all of the provisions set forth above under the heading "cancellation" shall apply. 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 in it's courts, in the event that if 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.
- 8. 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. (b) Exhibitor shall not sell, assign, sublet or share the space allotted. Exhibitors must display only the products/services set forth in the contract. 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 no 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. (e) 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.
- 9. 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. Management reserves the right to amend these rules and make the final decision on any situation which may not be governed by this contract. No unauthorized photography or video allowed.
- 10. 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 of 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 waive 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:** Exhibitor/agents must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. If such damage appears, Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flame proofed. Electrical wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the Show is located. Combustible materials or explosives are not permitted in the Exhibit Hall. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit and the Management with respect to the installation, conduct and disassembly of its exhibit.
- 13. Non-Guarantee:** Management makes no representation or warranty regarding the success of the show, including but not limited to: attendance, Exhibitor participation, weather, parking, product sales or the success of Exhibitor's display or salesmanship.

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

Signature _____ Print Name _____ Date _____