

Co-Sponsor
 Exhibitor
 Non-Profit Exhibitor

YUBA CITY FALL HOME & GARDEN SHOW

SEPTEMBER 19 & 20, 2009 • FAIRGROUNDS — YUBA CITY

EXHIBIT SPACE APPLICATION/AGREEMENT

Company Name: _____ Local Representative _____

Address: _____ City _____

State: _____ Zip: _____ E-mail: _____

Phone _____ Fax _____ Cell: _____

Full Amount of Rental: _____ Amount of Non-Refundable Deposit: _____

Return this form and deposit by _____ to hold your location.

Balance Due: _____ **All balances due 60 days prior to show or upon receipt if within that time period.**

Exhibit Category: (e.g. Heating & Air; Finance; Landscape; Food Vendor, etc.) _____

Exhibit Location: _____ Size of Booth Space: _____ If Corner - Aisle Rail:
 Up Down (Circle one)

Booth Space Number(s): 1st Choice _____ 2nd Choice _____ 3rd Choice _____

Special Instructions: _____

RESALE PERMIT NUMBER

(if selling items at Show)

- All indoor booths come with a 8' back drape, 3' draped side rails, **and if ordered**, one covered and draped table, and two folding chairs.
- Additional covered and draped table(s), counter(s), chair(s), carpet(s), and other equipment are available through our Decorator **for an additional fee.**
- For Decorator information please call us at (530) 671-9600.

CREDIT CARD CHARGE AUTHORIZATION

In lieu of my credit card imprint, I hereby authorize Yuba City Fall Home & Garden Show to charge my, or my company's, credit card for the

DEPOSIT FULL AMOUNT as listed above.

Credit Card Type (circle one): VISA MasterCard AMEX Discover

Name (as shown on card): _____

Credit Card #: _____

Exp. Date _____

I understand and agree that there is never any guarantee or degree of success for any exhibitor at any given event or show.

Authorized User's Signature _____

Date _____

INDOOR SPACES ONLY

PLEASE COMPLETE

If no selection is made you will be given one 8' table, two chairs and no access to power.

Additional fees may be charged if extra tables, chairs, or 220 power are requested.

TABLE/COUNTER (Select one)
 8' 6' 4' None
NOTE: Counter(s) are an additional \$25.00 charge ea.

CHAIRS (Select one)
 2 1 None

POWER (Select one)
 110 220 None
NOTE: Additional fee for 220 Electricity of \$50.00

PLEASE NOTE:

- **Placement for new exhibitors is determined on a first come, first served basis.**
- If payment is not made by the co-sponsor, exhibitor or non-profit exhibitor as per this agreement, Show management may cancel this contract and release said space without notice or refund.
- The management assumes no risk. By acceptance of this agreement, the co-sponsor, exhibitor or non-profit exhibitor expressly releases the management from any and all liability for any damage, injury, or loss to any person or goods which may arise from the rental and occupation of booth space.
- The co-sponsor, exhibitor or non-profit exhibitor named above agrees to lease space from Yuba City Fall Home & Garden Show management according to the terms and conditions contained on the front and reverse side of this application.
- Contracts are not in force unless countersigned by show management.

BE SURE TO COPY BOTH SIDES OF THIS FORM FOR YOUR RECORDS.

OUTDOOR SPACES ONLY

PLEASE COMPLETE

Yes, I would like one 8' table

No, I do not need a table

Powered outdoor spaces, please inquire.

 Home Show Account Executive



Date



 Home Show Management



EXHIBITOR SIGNATURE



Make all checks payable to: YUBA CITY FALL HOME & GARDEN SHOW

Mail to: P.O. Box 3231, Yuba City, CA 95992 or if paying by credit card fax to (530) 671-3555

Phone (530) 671-9600 • Email: coolidgepr@aol.com • www.ycfullhomeshow.com

OFFICE USE ONLY:
 DEPOSIT AMT: _____ DATE _____ CK # _____ FINAL PYMT: _____ DATE _____ CK # _____

RULES GOVERNING THE EXHIBIT

1. The word "Sponsor" as used herein shall mean The Fall Home & Garden Show management, association or institute or its officers, agents or employees acting for it, in the management of the Show.
2. **Eligible Exhibits.** The Sponsor reserves the right to determine the eligibility of any company or product for inclusion in the Show and reserves the right to make booth changes for the good of the Show. Floor plan subject to change without notice.
3. **Exhibit Installation.** Exhibitor must check in at show office first, before initiating construction. SET UP HOURS PRIOR TO SHOW ARE: Friday: 10 a.m. to 10 p.m. and Saturday: 7 a.m. to 9:30 a.m.
4. **Exhibit Removal.** Nothing will be allowed to leave the exhibit hall before end of show on Sunday, the final day of the Show. EXHIBIT REMOVAL HOURS ARE: Sunday: End of Show to 10:00 p.m. and/or Monday: 8:00 a.m. to 2:00 p.m. Any exhibit not completely dismantled and removed by 2:00 p.m. Monday, will be removed and all fees will be charged directly to the Exhibitor by the Sponsor. Exhibitor will be charged for any damages caused, i.e., removal of doors, water fountains, damage to grass, etc.
5. **Labor/Shipping.** Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling, and re-crating, of displays.
6. **Exhibit Staffing.** All exhibits must be staffed during show hours by at least one person. Exhibitors are requested to arrive at least 30 minutes prior to Show opening and must comply with union work rules where applicable. Union labor must be used where required.
7. **Booth Operation.** Products may be sold from exhibit space. The Exhibitor shall hold harmless the Sponsor from any and all damages or theft of merchandise or materials from contracted exhibition space. No exhibits shall extend beyond allotted space unless authorization in writing by the Sponsor.
8. **Limitation of Liability.** The exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Sponsor, co-sponsor, its members or agents or employees or the lessors or owners of the Show premises for loss, theft, damage or destruction of property, nor for any injury to himself or employees while in the site quarters. Each exhibitor must purchase his own Insurance.
9. **Defacing of Building.** Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls, or to the standard booth equipment, or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building walls and floors or to standard booth equipment.
10. **Display Dimensions.** With the exception of island and peninsula booths, maximum exhibit height is 8 feet. Exhibitors in island and peninsula spaces wishing to go beyond the 8-foot height must submit display sketch for management approval. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the exhibitor.
11. **Rejected Displays.** The exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with rules herein laid down. The Sponsor reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.
12. **Exhibitors' Insurance.** At its sole cost and expense, Exhibitor shall carry and maintain during the period of any show, at which it exhibits, including move-in and move-out days, personal injury, property damage and theft coverage under a policy of general public liability insurance. Exhibitor warrants that by signing this Exhibitor Contract, Exhibitor has complied specifically with insurance requirements of this Exhibitor Contract.
13. **Exhibitor Representative's Responsibility.** Each exhibitor must name at least one person to be his representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible. Sponsor reserves the right to have the exhibit installed at the expense of the exhibitor if work has not commenced on installation by 3:00 p.m. of the day preceding Show opening.
14. **Exhibit Care.** Contracted janitorial services will sweep aisles and empty trash canisters. Exhibitors are responsible for keeping exhibits clean and orderly, notifying the Sponsor of special or unusual maintenance needs within or adjacent to the Exhibitor's exhibition area. Trash must be placed in aisles for pick up at close of show each evening.
15. **Attendance.** The Sponsor shall have sole control over attendance policies at all times.
16. **Sound Devices.** The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth.
17. **Music in Booth.** Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source i.e., BMI, ASCAP. Evidence of an agreement must be available for review upon request.
18. **Rescheduling of Show Policy.** In the event that the Show is booked in a public sports facility, fair, or convention center, certain events can preempt the Show, i.e., acts of God, police action, governmental emergency use of buildings, major sports events, discretion of management, etc. If the Show is not held within 365 days of the original dates all Show fees will be returned, except as noted in Rule 29.
19. **Show Logistics.** If necessary, detailed data, in the form of an Exhibitor's Information Kit, will be mailed to each exhibitor in ample time for advance planning. The Kit will contain information regarding shipment, labor, electrical services, rental items, Show hours, etc. If necessary, service order forms for all available services will be included and should be returned promptly.
20. **Sub-Leasing.** Exhibitors may not sub-let their space, nor any part thereof, or invite other firms or individuals into their booth space without written prior approval of the Sponsor.
21. **Security.** If necessary, the Sponsor will employ reputable security during the course of the Show. The duty of the security will be to protect the general exhibit against fire or other catastrophes. Neither the Sponsor, Show Management, nor the owners or lessors of the Show premises will assume any responsibility for exhibitor's personal property. It is suggested that the exhibitor insure his property against loss and theft.
22. **Fire & Safety Laws.** Federal, State, County, and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriter's rules. Smoking in exhibits is forbidden. Crowding will be restricted. Exhibits cannot block aisles and fire exits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. See additional fire regulations of Site Management, and local Fire Marshal.
23. **Cancellation of Show Exhibit Space.** 50% of the total exhibit space cost is due upon assignment of space unless specifically noted. In the event of cancellation, this deposit is not refundable. 60 days prior to the Show, the total exhibit space cost is due, unless specifically noted. In the event of cancellation, this booth space payment is not refundable.
24. **Non Guarantee.** The Sponsor shall remain free of harm of product sales, attendance, exclusive privileges or exhibitor successes.
25. **Collection.** If suit is instituted by the Sponsor to collect past due amount, Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum rate permitted by law.
26. **Unoccupied Space.** In the event Exhibitor has failed to occupy the space contracted for by 3:00 p.m., the day preceding the event, the Sponsor shall have the right to utilize such space in any manner it chooses; Exhibitor shall be entitled to no refund.
27. **Representation.** No representations are/have been made by the Sponsor unless in writing.
28. **Sales Licenses.** If Exhibitor plans to sell merchandise on the premises, Exhibitor shall be responsible for complying with City, County and State licensing and tax requirement.
29. **Acts of God, Fires, Strikes, Etc.** In the event that any outside cause, such as war, fire, strike, or other emergency, prevents the Show from being held, the Show Management may retain such part of exhibitor's rental as shall be required to recompense management for expenses incurred up to the time such contingency shall have occurred.
30. **Regulation Compliance.** Exhibitor shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State and local statutes, ordinances, rules and regulations.
31. **Amendments to Rules.** Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of the Sponsor. The Sponsor may amend these rules and regulations at any time and all amendments so made shall be binding on exhibitors equally with the foregoing rules and regulations.