

SPRING

FALL



**EXHIBITOR AGREEMENT (Non-Transferable Contract)**

**Date**

Please accept this request for exhibit space at the Auburn Home Show. There is a 10% discount for two or more inside booths; 15% discount for four or more booths. Inside booths include standard drapery equipment, identification sign and basic booth electricity. Execution and delivery of this contract and **NON-REFUNDABLE MONEY** shall constitute an agreement to reserve space indicated below at the aforesaid rate subject to the terms and conditions on the reverse side of this agreement. All monies paid are non-refundable for any cancellation, or for that portion cancelled when an exhibit is decreased in size or number. Final instructions are an addendum to this agreement. If any portion of this agreement is found to be invalid, the remaining portions remain valid. Pavilions are enclosed tents on either a hard surface or a lawn/field surface.

**\*COMPANY NAME:**

\*Company Name will be listed in all promotional materials and on sign as shown on this line

**PRODUCT OR SERVICE**

(Be specific) Only items listed may be exhibited.

**MAILING ADDRESS**

**CITY**

**STATE**

**ZIP**

**CONTACT NAME**

**CALIF. RESALE #**

**PHONE NUMBER**

**FAX NUMBER**

**E-MAIL**

Basic Booth(s) Cost: \$ \_\_\_\_\_

Multiple Booth Discount (\_\_\_\_\_%): \$ \_\_\_\_\_

Net: \$ \_\_\_\_\_

Reservation Deposit (Non-Refundable/Transferable) \$ \_\_\_\_\_

Payment #2 (equal to 50%) Due (Non-Refundable/Transferable) \$ \_\_\_\_\_

Final payment Due (Non-Refundable/Transferable) \$ \_\_\_\_\_

We also accept the following Credit Cards. VISA  M/C  Discovery

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_

If you do not want to be invoiced and would like to pay all of your dated payments by your credit card please fill out the following:

Deposit Amount \$ \_\_\_\_\_

2nd Payment \$ \_\_\_\_\_ Final Payment \$ \_\_\_\_\_

- Choose the category that BEST describes your company. Select ONLY one. (If you mark more than one, we will use our discretion in choosing.)
- Associations
  - Contractors/Builders/Cabinets/Closets
  - Crafts/Art/ Gifts
  - Financial/Insurance/ Real Estate
  - Food/Gourmet
  - Gardening/Landscape/ Pest Management
  - HVAC/Plumbing/Insulation/Solar
  - Home Exterior/Roofing/ Painting/ Sunrooms/Decks/Screens
  - Furniture (Home & Patio)/ Antiques
  - Interior Design/ Carpeting/ Window Treatment/Home Decor
  - Kitchen/Bath/Appliances
  - Outdoor Products/ Services/ Gates/Fencing/Sheds
  - Pools/Spas/Stoves/ BBQ
  - Security/Cellular/TV/ Electronics
  - Specialty Products/ Services
  - Water/Sewing/Vacuum
  - Windows/Doors/Building Supplies
  - Vehicles/Equipment/Sports

**BOOTH PREFERENCE**

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**OFFICE USE ONLY**

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Make check payable to:  
**Auburn Events, Inc.**  
P.O. Box 248  
Auburn, CA 95604-0248  
(530) 887-3616  
FAX: (530) 887-3606

EXHIBITOR SIGNATURE	DATE
AUBURN EVENTS , Inc.	DATE

(Original) Auburn Events Office Copy - Please return copy to show office  
(Yellow) Exhibitor Copy - Please retain for your files

**Location:** Gold Country Fairgrounds  
1273 High Street  
Auburn, CA 95603

# AGREEMENT TERMS

**SHOW PRODUCER**  
Auburn Events, Inc.  
P.O. Box 248  
Auburn, CA 95604-0248  
(530) 887-3616/800-884-1854  
Fax (530) 887-3606

## 1. BOOTH CONSTRUCTION

Inside booths will contain 3 ft. high curtain side dividers, 8 ft. curtained backdrop, identification sign and 500 watts of electricity. Outside space, foyers and concessions are not included in this classification.

## 2. EXHIBIT INSTALLATION

Exhibitors may initiate booth construction, after checking in at show office. Set up hours the week of the show are Wednesday from 1 pm to 10 pm and Thursday, 8 am to 10 pm or as scheduled by Show Management.

## 3. LABOR

Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and re-crating of displays.

## 4. EXHIBIT STAFFING

All exhibits must be staffed during show hours by at least one person. Exhibitors are requested to arrive at least 20 minutes prior to show opening.

## 5. BOOTH OPERATION

Products may be sold from exhibit space. Exhibitors shall hold Management harmless from any and all damages or theft of merchandise or materials from contracted exhibition space. Exhibits shall not extend beyond allotted space or distract from the adjacent space unless authorized in writing by Management. Please keep aisles clear.

## 6. EXHIBIT CARE

Contracted janitorial services will sweep and clean aisles and empty trash canisters. Exhibitors are responsible for keeping exhibits clean and orderly. Trash must be placed in aisles for picking up at close of show each evening.

## 7. REMOVAL OF EXHIBITS

Exhibitors will not be allowed to leave the show before 6:00 p.m., Sunday. Removal of exhibits will take place as shown below. Any exhibits not completely dismantled and removed by noon on Monday, will be removed and all fees will be charged directly to the exhibitor at prevailing rates.

## 8. BOOTH ASSIGNMENT

**While initial booth reservation is mutually agreed to by Exhibitor and Management, final assignment is the proprietary right of Management. Every attempt will be made to locate Exhibitor in the booth reserved; but, in extenuating circumstances, the booth can be reassigned without approval of Exhibitor. Exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from firms other than his own in the exhibit space without written consent of the management.**

## 9a. BOOTH MUSIC

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 such an agreement must be available for review upon request. In the event written confirmation cannot be documented, the vendor agrees to cease playing the music.

## 9b. NOISE CONTROL

Use of any sound equipment is prohibited unless approved by Management. Any electronic equipment or machinery which is determined to be detracting from other exhibits will not be permitted.

## 9c. DISPUTES BETWEEN EXHIBITORS

Exhibitors expressly release Management from any liability for any disputes between Exhibitors, including but not limited to, violations of unfair trade practice laws, patent or copyright laws or territory by any Exhibitor. Management may use its authority to amend, delete or add a product or service to the exhibitor agreement to resolve disputes between exhibitors including, but not limited to, lack of current territory or distribution authority.

## 10. SECURITY

Security will be provided to patrol during and after show hours. Exhibit halls must be vacated within one-half hour after show closing. Exhibitors will be allowed to enter the exhibit hall upon presentation of a proper Exhibitor pass. While security is available during both move-in and move-out hours along with show hours, it is always wise and prudent to man your booth at all times during the complete run of show to insure additional protection of equipment and valuables. **Management is not responsible for theft or damage of property.**

## 11. INSURANCE

Insurance will be purchased by Management as required by the Gold Country Fairgrounds. **Insurance coverage does not include exhibit areas and the Exhibitor holds Management and the Gold Country Fairgrounds harmless from all claims arising with the contracted exhibit areas.**

**Exhibitors must carry and maintain during the period of any show in which he exhibits, including move-in and move-out days at his or her sole cost and expense, personal injury, theft, and property damage or loss coverage under a policy of general public liability insurance with a single minimum limit of \$500,000. Exhibitor warrants that by signing this contract, participating in the shows, he or she has complied specifically with insurance requirements of this contract. Management shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor's use of the facility, or facility policy - including power interruptions, utility failures, terrorism, bomb threat or "acts of God" (i.e. flood, fire, earthquake, rain, etc.).**

## 12. BOOTH CONTRACT

The exhibit space contract and payment upon receipt by Management shall constitute a valid and binding contract. Any violation of agreement may result in removal from the show. If due to circumstances beyond the control

of Management, the show or facilities should be canceled, or altered, the contracted Exhibitor shall waive any claims for damages or compensation.

## 13. COLLECTION / PAST DUE

If suit is instituted to collect payment or costs. Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate.

## 14. UNOCCUPIED SPACE

**In the event an Exhibitor has failed to check in and occupy the space contracted for by 7:00 p.m., Thursday, of the show, Management shall have the right to utilize such space in any manner it chooses.** This will in no way release the contracted Exhibitor nor shall a refund be in order.

## 15. CANCELLATION

If payment in full is not received by the show Producer six weeks prior to the show, the only payment acceptable will be cash, money order or cashier's check. A written notice of cancellation is required no later than 3 months prior to the show. Exhibitor is responsible for full payment of booth space contract if not canceled in writing 3 months prior to the show.

## 16. NON-GUARANTEE

Management shall remain free of harm of product sales, attendance, exclusive privileges or Exhibitor successes.

## 17. REGULATION COMPLIANCE

Exhibitor shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State and local laws, statutes, ordinances, rules and regulations.

## 18. RIGHT TO REFUSE

Management reserves the right to review and reject any application for exhibit space.

## 19. REPRESENTATION

No representation or warranties have been made upon which Exhibitor is relying unless it has been made in writing and signed by management.

This agreement does not reserve for, nor guarantee to Exhibitor any space, specific area, priority, right of first refusal, or any other manner of participation in any future show(s).

## 20. FAILURE TO PERFORM

Should Exhibitor fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by the Management, he or she may be prevented from further exhibits therein with forfeiture of exhibit space rental. Exhibitor understands that policies and procedures may be changed from time to time by management in order to address Home show matters. These changes or new instructions may occur prior to or during the shows. Exhibitor's failure to comply with such procedures or instructions are grounds for Management to cancel this agreement and remove Exhibitor from show, without refund or any deposit or payments.

## 21. SALES LICENSES

Exhibitors who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with all appropriate licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agency.

## 22. AMENDMENTS

Management retains the full power to interpret and amend these rules and retains sole and unconditional discretion to rule on any and all situations which may arise that are not explicitly outlined in the terms of participation or the exhibit space contract.

## 23. PROMOTIONAL DRAWINGS AND GIVEAWAYS

All winners must be drawn before show closure. Name, address and phone number along with prize list must be turned into the show office by the closing of the show.

## 24. PHOTOGRAPHS OR VIDEO

Photographs or video may be taken of exhibitors or exhibits for promotional purposes. Management retains the sole rights and use of these.

25. Exhibitor hereby covenants, warrants and agrees that Exhibitor will hold Management harmless from any and all liability arising out of or related to the maintenance, use or transport of any automobile, mobile equipment but not limited to forklifts, cranes, etc.

Exhibitor covenants, warrants and agrees to hold Management harmless from any liability arising out of or related to this use, discharge, dispersal or escape of any type of pollutants or waste (i.e. polluting means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soda, fumes, acids, alkalines, chemicals and waste.

Exhibitor hereby covenants, warrants and agrees to indemnify and hold Management harmless, including the payment of reasonable attorneys fees, from any and all claims or damages arising out of, related to or resulting from the act or failure to act by Exhibitor or Exhibitor's employee agents and officers, as well as Exhibitor's conduct and activities and which arise out of relate to any product, service or statements made by Exhibitor or Exhibitor's authorized agents or employees.

## SHOW SCHEDULE & HOURS

Friday: 11 a.m. to 7 p.m.

Saturday: 10 a.m. to 7 p.m.

Sunday: 10 a.m. to 6 p.m.