

SPRING

FALL



**AUBURN FAIRGROUNDS**  
Auburn, California

**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 / NON-TRANSFERABLE 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. Exhibitor acknowledges and accepts management's non-refundable, non-transferable payment policy. 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** \_\_\_\_\_

**CONTRACTOR LIC # or CALIF. RESALE #** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

Basic Booth(s) Cost \$ \_\_\_\_\_  
(Including any applicable discount and \$22 insurance)

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

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

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

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

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

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

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

Complete the following, if you would like to pay all of your dated payments by your credit card (Note: each process payment will be charged a 3% fee):

Deposit Amount \$ \_\_\_\_\_ plus 3%  
2nd Payment \$ \_\_\_\_\_ plus 3% Final Payment \$ \_\_\_\_\_ plus 3%

EXHIBITOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
AUBURN EVENTS, Inc. \_\_\_\_\_ DATE \_\_\_\_\_

- Choose the one 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/Tools

**BOOTH PREFERENCE**

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**MISC.**

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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

Location: Auburn 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

Specific inside booths will contain 3 ft. high side curtain, 8 ft. curtained backdrop, identification sign and 500 watts of electricity. Outside space, foyers and concessions are not included in this classification. Exhibits shall not extend beyond allotted space or distract from the adjacent space unless authorized in writing by Management.

## 2. EXHIBIT INSTALLATION

Exhibitors must check in at show office before set up. Set up hours the week of the show are Wed and Thurs, 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 recreating of displays.

## 4. EXHIBIT STAFFING

All exhibits must be staffed during show hours. Exhibitors are requested to arrive 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. Please keep aisles clear.

## 6. EXHIBIT CARE

Exhibitors are responsible for keeping exhibits clean and orderly. Trash must be placed in outside trash containers at close of show each evening.

## 7. REMOVAL OF EXHIBITS

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

## 8. BOOTH ASSIGNMENT

**While 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, copyright laws or territory. Management may use its authority to amend, delete or add a product/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 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 also available during move-in hours, it is always wise and prudent to staff 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

**Management will purchase third party liability insurance covering the public for the grounds. This does not include coverage for exhibitors, their agents, employees, etc. Exhibitor must carry and maintain during the period of any show in which he exhibits, including move-in and move-out days at his/her sole cost and expense, personal injury (staff, agents), theft, and property damage or loss coverage insurance of a minimum of \$1,000,000 per incident. Exhibitor warrants that by participating in the shows that he/she has complied specifically with insurance requirements of this contract. See Sec 25. Hold Harmless**

## 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 fees and interest at the maximum prevailing rate.

At management discretion, any payments made to the show for any purposes (i.e., advertisers, future shows, etc.) may be applied to any unpaid balances.

## 14. UNOCCUPIED SPACE

**In the event an Exhibitor has failed to check in and occupy the space contracted for by 7:00 p.m., Thurs, before 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 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. **ALL PAYMENTS ARE NON-REFUNDABLE AND NON-TRANSFERABLE.**

## 16. NON-GUARANTEE

Management shall remain free of harm of sales, attendance, exclusive privileges or Exhibitor successes. Management shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor's use of facility, or facility, regulatory agencies' policy, including power interruptions, utility failures, water use or damage, terrorism, bomb threat or "acts of God" (i.e., flood, fire, earthquake, rain, heat, smoke, etc.).

## 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 reject any application to exhibit or advertise.

## 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, 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 including **FINAL INSTRUCTIONS** as set forth by the Management, he/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 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 or other compensation.

## 21. SALES LICENSES

Exhibitors who sell or take leads to sell merchandise on the premises in a cash and carry fashion are responsible for complying with all appropriate licensing and tax requirements.

## 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. HOLD HARMLESS

Exhibitor hereby covenants, warrants and agrees that Exhibitor will hold Gold Country Fairgrounds, Auburn Events, Management, its employees, agents and volunteers, harmless from any and all liability loss, damages, claims, costs and expenses (including reasonable attorney fees) arising out of injury to person (including death) or damages to property or any other injury claim, damage, loss, cost or expense arising from the show performed by exhibitor including, but not limited to, any negligence, act or omission of exhibitor; or 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 and Fairgrounds harmless from any liability arising out of or related to the 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 and Fairgrounds harmless, including the payment of reasonable legal 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.

## 26. ARBITRATION

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Calif or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.