



APPLICATION/CONTRACT FOR EXHIBIT SPACE

CAL STATE SHOWS

PO Box 2190, Clovis, CA 93613
559-322-2211 • 877-696-6668 • Fax 559-322-5598

www.CalStateShows.com

California State Home & Garden Show

Show 118
January 5-7, 2018
McClellan Conference Center

Show 818
August 10-12, 2018
McClellan Conference Center

APPLICANT/EXHIBITOR:

Contact: _____ Email: _____
Company: _____ Website: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Cell: _____

Sign Name _____

California Seller's Permit No. (Resale): Not Applicable
California Contractor's License No.:

Booth Preference Size: _____

Booth No.: _____

Every effort will be made to comply with requested booth location. Booths will be assigned on a first come, first served basis after contract and required deposit is received. Assignment of final booth location will be the sole responsibility of Cal State Shows.

List products or service you wish to display or promote at the Show. CSS must approve products or services.

| EXHIBIT SPACE | QTY | Price | Total |
|---|---------|---------|-------|
| Standard 10x10 Booth | _____ x | 1130.00 | _____ |
| Add a Corner(s) | _____ x | 200.00 | _____ |
| Market Place Booth | | | |
| 10' x 10' | _____ x | 500.00 | _____ |
| Add a Corner(s) | _____ x | 200.00 | _____ |
| Market Place for cash & carry products only | | | |

PAYMENT TERMS: A 50% non-transferrable, non-refundable deposit must accompany this application/contract. If application is not accepted all funds will be refunded to applicant. Final payment is due 60 days prior to Show. Late fees may apply for payments received after due date.

Mail payment & contract to: **Cal State Show, PO Box 2190, Clovis, CA 93613**

Fax credit or debit card payment & contract to: **559-322-5598**

If paying by credit or debit card enter information below:

| | | | | | | | | | | | |
|------------------|------|----|------|--|--|--|--|--|--|--|--|
| Name on card: | | | | | | | | | | | |
| Card Type | Visa | MC | Disc | <input type="checkbox"/> Check here to use this card for final payment | | | | | | | |
| EXP | | / | | CVC Code | | | | | | | |
| BILLING address | | | | | | | | | | | |
| State | | | | Zip Code | | | | | | | |
| SIGNATURE | | | | | | | | | | | |

Your signature authorized Cal State Shows to charge your credit card a 50% deposit. You may pay the final balance by check or cash no later than 60 days prior to the Show. If payment is not received when due your credit card will be automatically charged the balance.

Landscapers - Please Call for more information
Landscape Booth x

SUBTOTAL

Multiple Booth Discount – On standard booths only
2-3 booths=10%; 4-5 = 15%; 6 or more = 20%

Promotional Discount – if available

WiFi & Electrical Fee - REQUIRED x 55.00 **55.00**
1- WiFi device & 1-500W outlet per space regardless of total # of booths

Health Permit – req'd for food or beverage sampling
Low Risk = \$145; High Risk (any meat item) = \$215

FINAL TOTAL

50% deposit due at booking if booked 75 days or more before Show.
If less than 75 days then payment if full is required.
\$50.00 /month late fee for payments not received per contract.
Delinquent final payment **WILL FORFEIT** Promotional Discount.

This contract is between Cal State Shows and the above applicant. Applicant hereby acknowledges receipt of and accepts all the terms of this Contract, Agreement Provisions, Par.(s) 1-23 and the exhibit display policy. Signature returned by facsimile shall be deemed binding and original.

SIGNATURE

Date:

| | | | | | | | | | |
|------------------|--|----------------|--|------|--|----------|--|------|--|
| Product Approved | | Assigned Booth | | Size | | Approved | | Date | |
|------------------|--|----------------|--|------|--|----------|--|------|--|

1. Exhibitor agrees to indemnify and save harmless Cal State Shows (herein referred to as CSS), its officers, agents, deputies, and employees from any and all claims, causes of action, and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom Exhibitor may be liable under any workman's compensation law and exhibitor himself from any loss, damage, cause of action, claims or suits or damages including but not limited to loss of property, goods, loss profits, wares or merchandise, caused by, arising out of, or any way connected with the exercise by the Exhibitor of the privileges herein granted.
2. Exhibitor agrees, understands and hereby warrants that the use of the exhibit space as hereby designated and set forth above is solely for the purposes as set forth in this agreement and it is understood and agreed that the use of the exhibit space for any other purpose than set forth shall be cause for termination of this agreement and give the CSS the right to re-enter and repossess the exhibit space as designated in this agreement.
3. CSS makes no warranties, either expressed or implied, concerning the profitability of this show for the Exhibitor and/or the amount of shoppers expected to attend the show.
4. Exhibitor agrees that he or his duly authorized representative shall be in the exhibit area at all times during the regularly scheduled daily hours of the show in which the exhibit area is open to the public, and shall be on said premises during all such times to receive any and all notices and instructions from CSS or its duly authorized representatives.
5. Exhibitor agrees that this agreement is personal, he will not sublet, sell or assign all or any part of the space covered by this agreement or any rights in, to or under this agreement without first obtaining written consent thereto from CSS. Nothing in this agreement shall be interpreted to mean that such consent must be provided and CSS reserves the right to refuse any such sublet, assignment or sale. Exhibitor shall make no alterations in or changes to the exhibit space provided without permission of CSS.
6. Exhibitor understands and agrees that in order to attract the public to this show there must be an appropriate assortment of exhibits of proper quality with proper distribution within the show. CSS reserves the right to reassign booth spaces in order to improve the distribution, quality and assortment of exhibits.
7. Each exhibitor exhibits at his own risk in every respect, and should take steps to insure himself against any loss or damage, however cause. All Exhibitors are fully liable for any and all loss, injury or accident to themselves and any other person caused by any process or items inside or outside the exhibition venue for which they, or their representatives or servants, are responsible. No liability for such losses, injuries or accidents will be accepted by CSS. CSS will provide floor security service during the show. However, CSS assumes no responsibility should an Exhibitor experience any loss or damage that may result directly or indirectly from the collapse of its exhibit whatsoever. Exhibitor hereby agrees to indemnify and hold harmless CSS, the owner and manager of the exhibition venue from and/or against any claim loss or liability as a result of an Exhibitor's construction, engineering or maintenance of an unsafe exhibit or display. Also the Exhibitor shall obtain all adequate insurance to cover any and all claims or liability should damage or claims be made.
8. CSS reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or remove any exhibit which, in the opinion of CSS, may detract from the general character of the Show as a whole, or consist of products or services inconsistent with the purpose of the Show. This reservation includes persons; things, conduct, printed material or anything of a character, which CSS determines is objectionable. In the event of such restriction or removal, CSS shall not be liable for any refunds or other exhibit expenses.
9. Cancellation of Exhibitor space by Exhibitor will be accepted by CSS as follows:
 - 60 days or more prior to the opening of the exhibition, with the receipt of a written cancellation request from exhibitor; Exhibitor will pay a cancellation fee of 50% of the total rental fees for the cancelled space. Balance of exhibitor's deposits, after payment of cancellation fees, will be credited to the next scheduled CSS Show.
 - Less than 60 days prior to the opening of the exhibition a cancellation fee of 100% of the total rental fees for the cancelled space.
 - No payments received will be refunded to the Exhibitor.
10. CSS assumes no responsibility whatsoever should a show be cancelled, delayed or relocated as a result of any Act of God, or a result of a strike, riot, civil disorder, etc. The Exhibitor shall be responsible for payment for exhibit space regardless. All exhibit space must be occupied by 8:00 p.m. the day prior to the show opening or said exhibit space will be considered cancelled and become property of CSS.
11. Exhibitor shall not remove any goods or displays during the course of the Exhibition without the approval of CSS.
12. Exhibitor will be responsible for any and all licenses, permits or approvals required such as but not limited to; obtaining a Tax ID number, collecting and paying all city, state or local taxes, license fees or any other charges due to any governmental agency.
13. Exhibitor agrees to operate said stand or exhibit space, according to the rules and regulations specified in this agreement and incorporated herein by reference. Said rules and regulations are promulgated by CSS for the sake and efficient operation of the show and as such the CSS reserves the final and absolute right to interpret the rules and regulations, arbitrarily settle and determine all matters, questions and differences in regards thereto or otherwise out of, or connected with the show.
14. CSS makes absolutely no warranties with respect to limitations on the quantity of competitor's spaces at the show including but not limited to, the types of goods offered, and/or services offered.
15. Exhibitor agrees and understands that individuals, firms, companies, corporations, organizations or others having a valid and duly signed contractual agreement with CSS must and shall confine their exhibits, displays, merchandise, or offerings for sale, solicitations, advertising, publicizing, informational printed matter, materials and/or signs in the specific area that has been designated under the terms and conditions of this agreement.
16. CSS does not agree herein to provide any decorations or display aids with the exhibit space, including but not limited to electricity, beyond the first 500-watt single service, gas, telephone/fax lines, water, waste disposal, carpets, tables, chairs and signs. All of the above listed must be completed by CSS approved contractors only.
17. Exhibitor agrees that in the event Exhibitor fails to comply in any respect with the terms and conditions of this agreement, CSS shall retain all monies paid as liquidated damages. Parties agree that actual damages are difficult to ascertain in the event of breach, and the amount of liquidated damages stated herein are fair and reasonable.
18. Under no circumstance will CSS be responsible, or accept any liability for lost profits, lost wages or expenses that may occur to any Exhibitor, employer or servant whatsoever. Anyone viewing, visiting or participating in the Exhibitor's exhibit is deemed an invitee of the Exhibitor, not an invitee of CSS. CSS shall not be liable for any injury to anyone conducting, participating or viewing an Exhibitor's display. The Exhibitor assumes full responsibility and liability for any and all actions of its agents, employees, and independent contractors and agrees to save harmless CSS and the exhibition venue from any and all responsibility from any action whatsoever.
19. No part of the venue building may be cut or damaged, nor any barrier interfered with, nor shall any fitting or exhibit be in any way attached to any part of the venue building structure. If any damage is done, the Exhibitor is fully liable to the owner of the property. All material used to decorate an exhibit must be flameproof. All wiring must conform with the N.E.C. Safety Rules and codes of all governmental agencies. Exhibitors must comply with all the rules and regulations set forth by the exhibit hall, CSS, and state or local officials.
20. Every term contained in this contract is severable from every other item. If any item should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this contract. If legal action must be taken by CSS against an Exhibitor to enforce any provision of this contract, Exhibitor shall pay CSS reasonable attorney's fees, costs, plus simple interest at the rate of eighteen percent (18%) per year from the date of default until payment in addition to any other proceeds as granted by a court of law or an acceptable arbitration.
21. CSS reserves the right in its absolute discretion to change the dates, location and times of the Exhibition, the Hall and the location of the space and shall not be liable to the Exhibitor for any loss, damage, cost or expense incurred by the Exhibitor in consequence of any such change. CSS shall have complete discretion to determine the dates and times when the Exhibition shall be opened to the Exhibitor and the public. Nothing herein contained shall or shall be deemed to preclude or restrict the right of CSS from time to time to make any alterations or amendments to the annexed plan without the consent of the Exhibitor provided that the area of space shall not be less than that specified.
22. Exhibitor agrees to indemnify CSS against any claim or action by any of its purchasers arising out of any failure by the Exhibitor. CSS is not responsible for any products or services sold by an Exhibitor at the show or post-show for any reason.
23. CSS and all purchased media assume no responsibility whatsoever for the failure of Exhibitor to supply prizes, promotional items, discounts, giveaways or other marketing materials promoted in conjunction with Exhibitions. The responsibility to deliver the above items or any other promotional items is the sole responsibility of each Exhibitor.