

# TRUCKEE HOME & BUILDING SHOW

Saturday & Sunday May 26th - 27th, 2018

## - Exhibitor Participation Agreement -

Information below noted with \* will be included in the Event Magazine and on the Event Website if received by April 30, 2018

Company Name\*: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone # Work\*: \_\_\_\_\_ Fax: \_\_\_\_\_ Emergency: \_\_\_\_\_

E-mail\*: \_\_\_\_\_ Website\*: \_\_\_\_\_

Products and Services to be displayed\*: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Does your display have Green/Sustainable Elements? \_\_\_\_\_

Special needs: comments and suggestions? \_\_\_\_\_

The costs below are based on Exhibitor's first choice for display space. If another display space is used the costs will be adjusted as needed. Electrical service and tables are not included on this form but can be ordered separately from the show decorator.

Exhibitors First Choice for display space \_\_\_\_\_

Second Choice \_\_\_\_\_ Third Choice \_\_\_\_\_

\$ \_\_\_\_\_ Cost for exhibit space(s) requested.

\$ \_\_\_\_\_ \$100 charge if an open corner location chosen.

\$ \_\_\_\_\_ Total to be paid as follows:

### ADVERTISEMENT PLACEMENT

Please reserve \_\_\_\_\_ (size) page of advertising space in the:  
**TRUCKEE HOME SHOW MAGAZINE – May Issue**  
Advertisement reservation deadline April 30, 2018

### ARTICLE SUBMISSION FOR PUBLICITY

\_\_\_\_\_ (Check Here) We will provide an informative article for possible inclusion in the Truckee Home Show magazine and publication in local newspapers at no charge. Professional recognition will be provided with each publication. Available on a first-come, first-serve basis.

**Subject:** \_\_\_\_\_

### DOOR PRIZE PROVIDER

\_\_\_\_\_ (Check Here) We will provide door prizes for the event.

Prize(s): \_\_\_\_\_

Quantity: \_\_\_\_\_ Total Retail Value: \_\_\_\_\_

Make checks payable to: Truckee Home Show \$100 deposit due upon execution of this agreement. After April 1st payment in full preferred.

#### Pay by Virtual Check (No Fee)

Name on Account: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

#### CHECK PAYMENT OPTION BELOW

\_\_\_\_\_ Single Payment Option-Due with agreement

\_\_\_\_\_ Two Payments of \$ \_\_\_\_\_ due 10/1/17 & 2/1/18

\_\_\_\_\_ Ten Monthly Payments of \$ \_\_\_\_\_ beginning July 1, 2017

**I authorize the payments above to be charged to my credit card or debited from checking account.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Pay by Credit card (3% fee will be added)

Circle One: **VISA MASTERCARD AMEXP**

Name on Card: \_\_\_\_\_

Credit Card # \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Security Code \_\_\_\_\_

Address for Card: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Please accept this request for exhibit space in the Truckee Home & Building Show to be held Saturday and Sunday, May 26 & 27, 2018. Execution and delivery of this non-transferable contract along with payment shall constitute an agreement to reserve space indicated above at the aforesaid rate subject to the terms and conditions of this agreement. Space is leased on a first come, first serve basis held by deposit only. Failure to make payment as specified may cause exhibitor to be placed on an unassigned status. By signing this document, I affirm that I have read and understand the Agreement Terms as set forth on page 2 of this agreement.

Exhibitor's Authorized Signature X: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ License # \_\_\_\_\_

Referred by (if applicable): Organization: \_\_\_\_\_ Individual: \_\_\_\_\_

**Send to: P.O. Box 10952, Truckee, CA 96162 [info@truckeehomeshow.com](mailto:info@truckeehomeshow.com) FAX 602-680-5163 PHONE 530-587-3477**

## **Agreement Terms:** Your signature on page one of this agreement indicates that you have read and understand the following.

**EXHIBIT CONSTRUCTION** -- Exhibit spaces vary in size. Dimensions are indicated on the floor plan included with the participation package. Each indoor booth is decorated by an 8-foot-high, curtained backdrop and 3-foot-high, curtained side dividers. Outdoor booths are not decorated.

**ELECTRICAL SERVICE** -- Electrical service is available to all exhibits in the Truckee Home & Building. There is an extra charge for electrical service based on the size of service required. Electrical service should be ordered in advance to assure availability.

**EXHIBIT SIDEWALLS** -- Exhibit sidewalls over 3 feet in height should not come out more than 5 feet from the back wall of the exhibit space without prior written consent from the show coordinator. All precautions should be taken to keep from blocking off neighboring exhibitors.

**EXHIBIT INSTALLATION** -- Exhibitors may initiate booth construction, after checking in at the show coordinators desk. Set up hours will be from 4pm until 8pm on Friday (parking lot displays will set up from 4pm until 9pm on Friday). Final details can be attended to from 8am to 10am on Saturday. The exhibitor is responsible entirely for the exhibit space leased to him and shall not damage or mar any part of the building. Exhibitor agrees to reimburse the facility for any loss or damage due to the exhibitor's activities. Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and recreation of displays. Exhibitors shall hold the Truckee Home & Building Show and the Truckee High School, the show sponsors and the show coordinator harmless for any and all wage claims, injuries or any other liability arising as a result of the employment of labor personnel for the purposes described in this paragraph.

**EXHIBIT STAFFING** -- It is recommended but not required that all exhibits be staffed during show hours. Exhibitors are requested to arrive at least 15 minutes prior to show opening. Show hours are Saturday and Sunday from 10am to 5pm.

**EXHIBIT OPERATION** -- Products may be sold from exhibit space. The exhibitor shall hold harmless the Truckee Home & Building Show and the Truckee High School, the show sponsors and the show coordinator from any and all damages or theft of merchandise or materials from contracted exhibition space. No exhibit shall extend beyond its allotted space unless authorized in writing by the show coordinator.

**EXHIBIT CARE** -- Contracted janitorial service will vacuum the indoor show area each evening including exhibit area as each display allows. Exhibitors are responsible for keeping exhibits clean and orderly in general.

**REMOVAL OF EXHIBIT** -- Displays must remain fully intact for all hours of the show. Nothing will be allowed to leave the exhibit hall before 5:15pm Sunday. Removal of exhibits will take place from 5:15pm until 9pm on Sunday. All exhibits must be removed from the exhibit hall on Sunday. Any items left in the exhibit area after 9pm on Sunday will be left at exhibitor's risk and exhibitor may become responsible for moving and storage fees.

**EXHIBIT SPACE ASSIGNMENTS** -- Every attempt will be made to assign exhibit space as preferred by the exhibitor. However, it may be necessary to reassign exhibit location for the good of the show. It shall be the exclusive privilege of the show coordinator to do so. The exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment, materials or firms other than expressly included on the participation form in the contracted exhibit space, without express and written consent of the show coordinator. This consent is usually granted.

**SECURITY** -- The exhibit hall is locked and the building secured after set-up and show hours each day. A security person is on site to help deter theft or damage to outdoor displays. The Truckee Home & Building Show and the Truckee High School, the show sponsors and the show coordinator do not warrant or otherwise insure that the exhibits will be free from theft, vandalism, or other mishaps. Exhibitor expressly waives any claims against the Truckee Home & Building Show and the Truckee High School, the show sponsors and the show coordinator for failing to prevent harm or otherwise perform satisfactorily.

**NOISE CONTROL** -- Any electronic equipment or machinery which is determined to be detracting from other exhibits will not be permitted.

**NON-GUARANTEE** -- Exhibitor agrees that Truckee Home & Building Show and the Truckee High School, the show sponsors and the show coordinator shall remain free of harm in the sale of products, attendance, and exhibitor's success.

**INSURANCE** -- Insurance coverage is not provided to cover exhibit areas. If insurance is desired by the exhibitor, he must obtain it. The exhibitor holds the Truckee Home & Building Show and the Truckee High School, the show sponsors and the show coordinator harmless from all claims arising within the contracted exhibit area and to save harmless from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons to whom the exhibitor may be liable under any Worker's Compensation law and exhibitor himself/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by exhibitor or the privileges herein granted.

**EXHIBIT CONTRACT** -- The exhibitor participation agreement upon receipt by Truckee Home & Building Show shall constitute a valid and binding contract. If due to circumstances beyond the control of the show coordinator, the show should be delayed, interrupted or cancelled, the contracted exhibitor shall waive any claims for damages or compensation.

**ACTION ON CONTRACT** -- If suit is instituted to collect past due amount, or any other reason arising out of this contract, Exhibitor agrees to pay actual costs and expenses of the collection or an action in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate.

**UNOCCUPIED SPACE** -- In the event an Exhibitor has failed to occupy the space contracted for by 9:00am on the first day of the show, the show coordinator will have the right to utilize such space in any manner suited to the good of the show. However, exhibitor will not be released from its duties and obligations under this contract and any monies paid for reservation of the exhibit space will not be refunded.

**CANCELLATION** -- A written notice of cancellation is required no later than 45 days prior to show opening date. Fees paid will be refunded less a \$100 processing fee if cancelled by this date. No refund will be given for cancellations received within 45 days prior to show opening.

**REGULATION COMPLIANCE** -- Exhibitor shall utilize the premises in an orderly manner and in compliance with all Federal, State and local statutes, ordinances, rules, and regulations. In addition, Exhibitor shall maintain all licenses required for services advertised during the show and shall remain in good standing with the regulatory and licensing boards throughout the show. Failure of the Exhibitor to comply with the terms of this paragraph will result in an immediate cancellation of this contract and forfeiture of all fees paid.

**RIGHT TO REFUSE** -- Truckee Home & Building Show reserves the right to review compliance with the terms and conditions of this contract at any time during the show and reserve, upon determination that a violation of a contract provision exists, rights to revoke the right of an Exhibitor to continue to occupy the exhibit without prejudice. Truckee Home & Building Show and further reserve the right to refuse Exhibitor the right to secure space at further productions and shows based upon this contract.

**FAILURE TO PERFORM** -- Should the Exhibitor fail to observe any of the terms of this agreement or any of the rules and regulations for management and control of the Truckee Home & Building Show, he or she may be prevented from further exhibits therein with forfeiture of exhibit space rental. The Truckee Home & Building Show and the Truckee High School, the show sponsors and the show coordinator shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor's use of exposition grounds, exposition policy --including power interruptions, utility failure or undue "Acts of God" (i.e., flood, fire, and earthquake).

**SALES AND LICENCES** -- Exhibitors who plan to sell merchandise on the premises in a cash-and-carry fashion are responsible for complying with all appropriate "City, County, State, and Federal licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agency.

**LAW AND VENUE** -- The parties agree that this contract shall be interpreted under the laws of the state of California and that the proper venue for an action concerning this contract is in Nevada County.