

The Original Sacramento HOME & GARDEN Show Fall Edition October 9-11, 2020

EXHIBITOR AGREEMENT (Non-Transferable) Cal Expo Fairgrounds

1835 Iron Point Road, Suite 140, Folsom, CA 95630 | Phone: 916-965-9653 | www.SacHomeandGardenShow.com

Please accept this request for exhibit space at the Sacramento Home & Garden Show. Execution and delivery of original contract and non-refundable deposit shall constitute an offer to reserve the number of booths indicated below at the rate stated herein on the terms and conditions below and on the reverse side of this contract. This contract will be valid upon acceptance by the Sacramento Home & Garden Show.

THE NAME ON THIS LINE WILL BE USED FOR ADVERTISING.



Print clearly. Allow one character for each space: 28 CHARACTERS

DATE _____

COMPANY NAME _____

PRODUCT OR SERVICE (Required) _____

E-MAIL _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____

AUTHORIZED SIGNATURE (Print and Sign)

CA SELLER'S PERMIT #: _____

CSLB #: (IF APPLICABLE) _____

RESERVATION DEPOSIT \$ 200

NON-REFUNDABLE AND NON-TRANSFERABLE

PAYMENT #2 EQUAL TO 50% OF TOTAL DUE 7/10/20 \$ _____

NON-REFUNDABLE AND NON-TRANSFERABLE

FINAL PAYMENT DUE 8/28/20 \$ _____

(NON-REFUNDABLE AND NON-TRANSFERABLE)

MAKE CHECK PAYABLE TO: Sacramento Home & Garden Show

CATEGORY

- a. BUILDING CONTRACTORS
- b. ELECTRICAL/PLUMBING
- c. FINANCE/REAL ESTATE
- d. GARAGE (CABINETS/ORGANIZATION / FLOOR COVERINGS)
- e. HEATING & AIR/FANS
- f. HOME ENTERTAINMENT
- g. INTERIOR DESIGN/HOME FURNISHINGS / FLOOR COVERINGS / INDOOR LIGHTING
- h. KITCHEN & BATH/APPLIANCES
- i. LANDSCAPING/GARDEN DECOR & FURNISHINGS / OUTDOOR LIGHTING
- j. PAINTING
- k. PATIO COVERS/SUNROOMS
- l. PAVERS
- m. POOLS/SPAS/SAUNAS
- n. ROOFING
- o. SECURITY/HOME AUTOMATION
- p. SKINCARE
- q. SOLAR
- r. SPECIALTY PRODUCTS / DEMONSTRATIONS / FOOD
- s. SPECIALTY SERVICES
- t. TILE/STONE/MARBLE/GRANITE
- u. TRAVEL
- v. WINDOWS/DOORS/SIDING

BOOTH COST CALCULATOR

INLINE 10 X 10 _____ X \$950 = \$ _____

CORNER 10 X 10 _____ X \$1,050 = \$ _____

TOTAL BOOTH COST = \$ _____

MULTIPLE BOOTH DISCOUNT (_____%): - \$ _____

2 BOOTHS 10% / 3 BOOTHS 15% / 4 OR MORE BOOTHS 20% OR MORE, CALL FOR PRICING

OUTSIDE SPACE – call for pricing

FINAL BOOTH COST \$ _____

BOOTH LOCATION REQUEST _____

CHECK THIS BOX IF YOU WOULD LIKE US TO AUTOMATICALLY CHARGE YOUR CREDIT CARD ON THE DATES INDICATED.

FOR USE BY SACRAMENTO HOME & GARDEN SHOW ONLY

INT. _____ DATE _____

EXHIBITOR AGREEMENT

Fall Edition: October 9-11, 2020



1. BOOTH INSTALLATION

Each booth will be 10 ft. x 10 ft. with 3 ft. curtain side dividers and an 8 ft. curtained backdrop. Displays **may not** be more than 8 feet high overall and 3 feet high within 5 feet of the front of the booth without prior approval from the Show Producer. Final display design and location may be approved at the discretion of the Show Producer. Each booth will include one duplex electrical drop (500W/110V) for Exhibitor's use. Outside areas may be available and do not include electrical service (although electrical service may be available at Exhibitor's expense).

2. EXHIBIT SET-UP

Exhibitor must check in at show office prior to initiating exhibit set up.

EXHIBIT SET-UP HOURS ARE:

Wednesday	Prior to Show	Noon to 9 p.m.
Thursday	Prior to Show	8 a.m. to 9 p.m.

3. LABOR/SHIPPING

Exhibitor is responsible for providing and arranging all necessary labor and supplies for transporting, uncrating, erecting, dismantling, re-crating and removal of exhibit. For freight deliveries, contact: Cal Expo, 1600 Exposition Blvd., Sacramento, CA 95815, (916) 263-3000.

4. BOOTH STAFFING

Exhibitor's booth must be staffed during show hours indicated in Section 25 by at least one person. Exhibitor's staffing is requested to arrive at least 20 minutes prior to show opening. Exhibitors will behave in an orderly and professional manner at all times.

5. BOOTH OPERATION

Products and merchandise may be sold from booth space, in compliance with Section 23. Exhibitor shall hold Show Producer harmless from any and all damages or theft of merchandise or materials. No exhibits or sales/promotional activities shall extend beyond allotted booth space without prior written authorization from the Show Producer.

6. BOOTH CARE

The Show Producer shall contract for janitorial services which will sweep aisles and empty trash canisters. Exhibitor is responsible for keeping its booth and exhibit clean, orderly and safe. Trash must be placed in aisles for pickup at close of show each evening.

7. EXHIBIT BREAKDOWN

Exhibitors and exhibits must remain intact until the close of the show each day.

EXHIBIT BREAKDOWN HOURS ARE:

Sunday	Last Day of Show	5 p.m. to 8 p.m.
Monday	Following Show	8 a.m. to 2 p.m.

Exhibit must be completely removed from the fairgrounds no later than 2 p.m. on the Monday following the show. Failure to comply with the foregoing will result in the removal of exhibit by the Show Producer or venue. Any and all costs resulting from such removal, including any damages caused to the venue for such removal shall be charged directly to the Exhibitor.

8. BOOTH ASSIGNMENT

All booth spaces shall be assigned by the Show Producer. Exhibitor shall not assign or have representatives, equipment or materials from firms other than its own in the booth space or exhibit without prior written authorization from the Show Producer. Final booth(s) assignment is the sole and proprietary right of the Show Producer. No guarantees are made regarding the inclusion or location of Exhibitor's business competitors.

9. SOUND AND EQUIPMENT

Live broadcast or taped music is prohibited as part of an exhibit without prior written authorization from an appropriate music-licensing source (i.e., BMI, ASCAP). Evidence of an agreement must be available for review upon request. The use of any sound equipment or live music is prohibited without prior written authorization from the Show Producer. Any electronic equipment or machinery determined by the Show Producer in its sole discretion to detract from the quality of the show will not be permitted.

10. SECURITY

The Show Producer shall contract for security to patrol the show during and after show hours, and during and after exhibit set-up hours. The exhibit hall must be vacated within a half-hour of the show closing times. Exhibitors will be allowed to enter the exhibit hall with proper identification only. Neither the Show Producer nor the venue shall be responsible for theft, loss, or damage of property.

11. INSURANCE

Appropriate insurance shall be maintained by the Show Producer as required by the venue, but this insurance coverage does not cover the Exhibitors, their exhibits or products. Exhibitor indemnifies and holds the Show Producer and venue harmless from any and all losses or claims of any nature arising from or related to the show, exhibits, or Exhibitor's participation in the show.

12. BOOTH CONTRACT

This Exhibitor Agreement, upon execution by Exhibitor and the Show Producer, shall constitute a valid and binding agreement. If, due to circumstances beyond the control of the Show Producer, the show should be cancelled, the Exhibitor shall waive any claims for damages or compensation.

13. NON-GUARANTEES

Exhibitor agrees to hold harmless the Show Producer for product sales, show attendance, exclusivity privileges or exhibitor successes.

14. COLLECTION

If collection and/or legal action are instituted by the Show Producer to collect any past due amount, Exhibitor agrees to pay the actual costs and expenses of such actions including but not limited to any court costs and reasonable attorney fees, and interest at the maximum rate permitted by law.

15. UNOCCUPIED SPACE

In the event Exhibitor fails to occupy the contracted space by 9 p.m. on the Thursday prior to the show, the Show Producer shall have the right to utilize such space in any manner it chooses and Exhibitor shall not be entitled to whole or partial refund of amounts paid.

16. CANCELLATIONS

Exhibitor may cancel this Exhibitor Agreement with an advance written notice to the Show Producer which must be received by the Show Producer at the address indicated in Section 26 no less than 60 days prior to show's opening day. Upon such timely cancellation, any amount paid to the Show Producer by Exhibitor in excess of the non-refundable deposit is refundable. Exhibitor shall not be entitled to a whole or partial refund if the Exhibitor cancels within the 60 day period prior to show's opening day.

17. CONTRACT DEADLINE

Checks will not be accepted for payment within 30 days prior to the show. At that time, acceptable payments will include cash, money order, cashier's check or credit card. Exhibitor is responsible for full payment of amounts due as stated on this Exhibitor Agreement.

18. REGULATION COMPLIANCE

Exhibitor shall utilize the premises in an orderly manner and in compliance with all current applicable federal, state, and local statutes, ordinances, rules and regulations.

19. RIGHT TO REFUSE

The Show Producer reserves the right to reject any application for exhibit space for any or no reason.

20. REPRESENTATIONS

No representations will/are/have been made by the Show Producer unless in writing.

21. EXHIBITORS INSURANCE

At its sole cost and expense, Exhibitor shall carry and maintain during the period of any show at which it exhibits, including set-up and breakdown days, personal injury, property damage and theft coverage under a policy of general public liability insurance. Exhibitor warrants that by submitting this Exhibitor Agreement, Exhibitor has complied specifically with these insurance requirements. Exhibitor may purchase liability insurance for the 5 days of the show from Cal Expo at 916-263-1477.

22. FAILURE TO PERFORM

Should Exhibitor fail to fully comply with any and all of the terms of this Exhibitor Agreement, Exhibitor may be prevented from further participation at the show and shall forfeit any sums paid to the Show Producer. The Show Producer shall not be responsible to Exhibitor for any financial loss arising out of the Exhibitor's use of the booth space, venue or fairgrounds. Should the premises in which the show is being conducted become unavailable for occupancy for cause or causes not within the control of the Show Producer, it will not be held responsible for any claims or damage which might arise in consequence thereof. The cause or causes listed include, but are not limited to, such events as fire, lightning, casualty, explosion, flood, weather, epidemic, earthquake, acts of public enemies, riots or civil disturbances, strike, lockout, boycott or acts of God. Exhibitor expressly waives and releases the Show Producer, agents and employees and assigns from any and all claims of damage or loss.

23. SALES LICENSES

Exhibitor shall maintain applicable licenses. If Exhibitor sells products or merchandise at the show, Exhibitor shall be responsible for complying with city, county and state licensing and tax requirements of the California Department of Tax and Fee Administration. For more information call 800-400-7115 or visit www.cdtfa.ca.gov.

24. AMENDMENTS

The Show Producer shall maintain the rights to establish, interpret, and amend rules applicable for the use of the show, grounds, booth space and exhibits. The Show Producer shall also have the authority to rule on any and all situations which may arise that are not explicitly outlined in the terms of this agreement.

25. SHOW HOURS (Open to public)

Friday:	Noon to 6 p.m.
Saturday:	10 a.m. to 6 p.m.
Sunday:	10 a.m. to 5 p.m.

26. CONTACT INFORMATION

SHOW PRODUCER:

Surf & Turf, Inc.
1835 Iron Point Road, Suite 140
Folsom, CA 95630
916-965-9653
Holly Clermont: holly@SacHomeandGardenShow.com