



P.O. Box 3480, Camarillo, CA 93011 info@hallshows.com | 866-247-4697

EXHIBITOR AGREEMENT

Exhibitor Name: Independence Sportfishing **Business Type:** Sport Fishing

Dimensions: 10 x 10 **Space Size:** 100 **Total Price:** \$1,250

Payment Terms: 50% off booth - \$750 total due

Show Dates: Feb 15th - 18th, 2024

Location: Del Mar Fairgrounds

The parties to this agreement are Bart Hall Shows LLC (Management) and the party named above (Exhibitor). Management will permit Exhibitor to occupy and use the space identified (Exhibitor Space) for display of its products, services and/or information materials, subject to the terms and conditions contained herein. Exhibitor agrees to pay the fee provided.

Exhibitor Signature: _____ **Date:** _____

Name: _____ **Title:** _____

Address: 1403 Scott St San Diego CA 92106

Phone: 619 226-6006 **Email:** info@independencesportfishing.com

Accepted by Bart Hall Shows LLC: _____ **Date:** _____

ADDITIONAL TERMS AND CONDITIONS (CONTINUED ON BACK)

1. Scheduled Show Hours

1.1 Long Beach Show
Weekdays: 12:00 PM to 7:00 PM; Saturday: 10:00 AM to 7:00 PM; Sunday: 10:00 AM to 5:00 PM

1.2 Del Mar Show
Weekdays: 12:00 PM to 7:00 PM; Saturday: 10:00 AM to 7:00 PM; Sunday: 10:00 AM to 5:00 PM

1.3 Boat Show
Friday: 12:00 PM to 8:30 PM; Saturday: 10:00 AM to 8:30 PM; Sunday: 10:00 AM to 5:00 PM

1.4 Hours are subject to change without notice

2. Exhibition Space

2.1 Exhibitor shall have the right to use the identified Exhibition Space at the show, subject to this Agreement. The Exhibitor shall not sublet or assign any part of the Exhibition Space. Location of the Exhibition Space shall be determined by Management in its sole discretion. The Exhibition Space shall be available for move-in commencing approximately noon of the second day before the opening of the show.

2.2 All items in the Exhibition Space shall be consistent with and appropriate for the theme of the show, of interest to the general public, and suitable for a family audience. Management may exclude or remove any items not in compliance with this Agreement.

2.3 Management shall provide a fabric backdrop (8 feet high) with side panels (3 feet high). All displays within the Exhibition Space shall be arranged so as not to obscure the visibility of adjacent spaces. Displays in the Exhibition Space shall not extend more than 10 feet above the ground at the back of the space, and no more than 4 feet above the ground on either side. All displays shall be open at the top; no canopies of any kind shall be allowed without Management approval. Exhibitor may submit a proposed design of the Exhibition Space in advance, for Management approval.

2.4 Management will provide one 500 watt outlet per 10 feet of Exhibition Space, together with general area lighting in indoor and covered areas Any machinery or vehicle must meet applicable Fire Department regulations.

2.5 Contractor services for fabrication and erection of displays are not included with this Agreement. Management may provide order forms to allow Exhibitor to obtain contractor services, at Exhibitor's expense.

3. Check-In, Setup, and Booth Personnel Procedures

- 3.1 Exhibitor shall check in at the show office upon arrival for set up. Space locations will be assigned at check-in. Exhibitor may not enter the show or set up prior to check in.
- 3.2 At check-in, Exhibitor shall be provided with credentials and a limited number of entry passes for booth personnel. Entry passes are not to be used by persons other than booth personnel. Guest passes (VIP) are available at the show office on a limited basis to Exhibitors at a discounted price.
- 3.3 All equipment used for move-in and move-out shall be securely stowed out of sight during the show, so as not to obstruct pedestrian files or access.
- 3.4 Exhibitor shall staff the Exhibition Space with appropriate personnel during all hours the show is open. Beginning four hours before opening of the show, if Exhibitor staff is not present in the Exhibition Space, then Management has the right to occupy the space or cause the space to be occupied, including by another Exhibitor. If Management takes action under this subsection, no refund or credit shall be provided, and Exhibitor expressly releases Management from all liability for any damages, losses, or claims related to the use and/or disposition of property found in the Exhibition Space.

4. Closing and Move-out Procedures

- 4.1 Items in the Exhibition Space shall not be removed before the official close of the show, as announced by Management. Vacating the Exhibit space before the official close of the show is a violation of this Agreement and will subject Exhibitor to fees as provided below.
- 4.2 Management reserves the right to take possession of all property, goods, and exhibits not removed from the Exhibition Space by Noon on the day immediately following the last day of the Show and relocate them to an area determined by Management in its sole discretion, all at the expense of Exhibitor. If Management takes action under this section, Exhibitor releases and waives all claims for loss or damage to such goods and exhibits and further agrees to pay all charges incurred for transportation and storage thereof. Any such property not claimed by Exhibitor within 10 days following the close of the show may be disposed of by Management in its sole discretion, without liability or compensation to Exhibitor.
- 4.3 In addition to any other remedies, any Exhibitor that violates any of the move-in or move-out procedures will be charged a fee of 15 percent of the booth fee. Failure to pay the fee as assessed will preclude Exhibitor from participating in future shows.

5. Permits and Licenses; Restrictions on Food and Beverages

- 5.1 Exhibitor shall procure at its own expense any permits or licenses required for Exhibitor's attendance at the show and display of products or services during the show, including without limitation permits or licenses required by the State Board of Equalization, County Health Department, City Fire Department, and Department of Fish and Wildlife.
- 5.2 Exhibitor shall comply with all rules and regulations imposed by the facility operator, together with all federal, state, and local laws and regulations applicable to the show.
- 5.3 Food and beverages may not be sold or distributed at the show, due to contractual restrictions imposed by the facility operator.
- 5.4 Proposition 65, the Safe Drinking Water and Toxic Enforcement Act, requires any person in the course of doing business who exposes an individual in California to lead or brass chemicals "known to the State" to cause cancer and reproductive toxicity to first give clear and reasonable warning. Management will make Proposition 65 warning signs available to Exhibitors at no charge. Management is not providing any legal advice or making any representation concerning use of Proposition 65 notices.

6. Amendments; Applicable Law; Arbitration

- 6.1 Management shall have the right to provide additional rules and guidelines for the operation of the Show. Management may amend these terms and conditions, and any such amendment or modification shall be binding upon Exhibitor and deemed a part of this Agreement upon receipt by Exhibitor of written notice. Management's interpretation of these terms and conditions shall be binding upon Exhibitor.
- 6.2 This Agreement shall be interpreted under the laws of California.
- 6.3 Any controversy or claim arising from or related to this Agreement, or the relationship between the parties, which cannot be resolved by the parties, shall be resolved by binding arbitration in Ventura County, California, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Selection of the arbitrator and conduct of the proceedings shall be governed by California Code of Civil Procedure sections 1280-1288.8. Discovery proceedings shall not be governed by section 1283.05, but the parties shall be entitled to engage in limited discovery. The parties may propound up to 35 separate written discovery requests and take one deposition. The arbitrator may grant leave to take additional discovery, on a showing of good cause. Notwithstanding the foregoing, either party may apply to a California court for injunctive relief or any other provisional remedy. The prevailing party in any such action shall be entitled to recovery of its fees and costs (including attorney fees).

7. Cancellation/Breach of Agreement

- 7.1 This Agreement may only be canceled if written request is made to Management detailing the reasons for the cancellation and only if such cancellation request is approved in writing by Management. No refund of sums already paid will be paid upon a cancellation. If a cancellation is approved, any sum paid will be credited to a future Show. No credit will be issued to an Exhibitor who fails to attend the show or cancels without Management approval. Upon breach by Exhibitor of this Agreement or any rules or guidelines issued by Management or the facility operator after commencement of the Show, Management reserves the right to require Exhibitor to immediately vacate the Exhibition Space and remove all items displayed in the Space.

8. Photo and Video Consent

- 8.1 Exhibitor hereby consents to Management's royalty-free use of visual and audio reproduction of Exhibitor, its employees and agents, and its Exhibition Space, including photographs, film, recording, and other images or likenesses, for purposes of Management's advertisement and promotion of this and future Shows.

9. No Liability

- 9.1 Management shall not be responsible for any injury or damage to any person or property that occurs in or on Exhibitors' Space or the theft, damage or vandalism of any item of property in the Exhibition Space or the facility premises that occurs at any time. Exhibitor shall take whatever steps Exhibitor deems reasonable and necessary to prevent injury, damage, theft or vandalism, including procurement of insurance. Exhibitor assumes all risks, including any injury or damages to persons or property resulting from its use of the facility premises and the Exhibition Space. Neither Management nor the facility operator shall have any liability whatsoever for any loss or damages resulting directly or indirectly from strikes, lockouts, labor disturbances of any kind, fire, inclement weather delays or defaults of suppliers or contractors, acts of God, war, terrorism, government regulation, or any other event beyond the control of Management, including loss or damages caused by cancellation or early termination of the Show, and damage or personal injury to Exhibitor or its personnel or invitees.

10. Insurance, and Indemnification

- 10.1 Exhibitor shall maintain in effect at all times during the show commercial general liability insurance covering bodily injury, death, and damage to property arising from or related to Exhibitor's activities, acts, and omissions during the show. Exhibitors' liability insurance shall have a minimum limit of \$1 million per occurrence and \$2 million in aggregate. At least 30 days before commencement of the show, Exhibitor shall deliver to Management a Certificate of Insurance naming the following parties as Additional Insureds:

Long Beach Area Convention and Visitors Bureau, Inc City of Long Beach.	22nd District Agricultural Association Bart Hall Shows, Inc
Los Angeles County Fair Association	SMG

- 10.2 Exhibitor will indemnify and defend the Additional Insureds, and their officers, partners, directors, owners, agents, and employees (collectively, "Indemnitees") from any loss, damage, injury, or death, and any judgment or award resulting in whole or in part therefrom ("Claims") arising from or related to: Exhibitor's attendance at the show, including any such Claims occurring before or after the show; Exhibitor's breach of this Agreement or any applicable law or regulation; or any negligent or intentional act or omission of Exhibitor's agents, employees, invitees, or contractors. The foregoing provisions are a material part of the consideration for Management to enter into this agreement.

Exhibitor Signature:

Date:



Credit Card Authorization Form

Company Name: Independence Sportfishing

Long Beach: \$ _____

Del Mar: \$ _____

Boat Show: \$ _____

Type of card: Visa MC AMEX
(Please circle)

Card #: _____

Expiration Date: _____ 3 or 4 Digit Security Code: _____

I hereby authorize Bart Hall Shows LLC to charge my credit card for the amounts listed above:

Signature of Card Holder: Text _____

Name as it appears on Card: Text _____

Billing Address: Text _____

City: Text _____ State: Text _____ Zip: Text _____

Email address for receipt (if different from above): Text _____

Would you like to make this your primary email contact? Y or N

Return to contracts@hallshows.com