

THE DESERT HOME & GARDEN SHOW

MOVE IN: Thursday from 12:00 noon until 9:00 pm, Friday 8:00 am until 11:00 am

MOVE OUT: Sunday from 6:00 pm until 10:00 pm

Home Show Consultants (hereinafter referred to as HSC) reserves the right to refuse exhibit space to any seller, without prejudice.

EXHIBIT SPACE: All booths shall be assigned by the management of HSC. Exhibitor shall not assign, sublet, or apportion any part of the space assigned. Location may be moved at the discretion of HSC if deemed to be in the best interest of the show. All exhibits must be staffed during show hours by at least one (1) person. Exhibitor must have written permission to use a microphone in their booth and the intensity is to be determined by HSC. No soliciting is permitted outside your assigned space.

LICENSES: Any city, county, state, or federal sales tax licenses or permits required by law regarding this exhibit space shall be at the sole expense and responsibility of Exhibitor. Contractors are required to have a legitimate contractor's license to participate in the show. No Exhibitor will be permitted to set up without proof of valid CA Seller's Permit and/or completed Service Application.

ACTS OF GOD, FIRES, STRIKES, ETC. In the event that any outside cause, such as a fire, strike, or other emergency prevents the show from being held, HSC may retain such part of Exhibitor's rental as shall be required to recompense the HSC for expenses incurred up to the time such contingency shall have occurred.

INSTALLATION AND DISMANTLING OF EXHIBITS: Exhibitor shall not interfere or obstruct the vision of the other exhibitors, aisles or passage ways. Display material may be extended on the sides of your exhibit four (4) feet from back wall and to a height not exceeding eight (8) feet. There shall be no dismantling of booths prior to the close of the show. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove Exhibitor's property from the Show site by the conclusion of the dismantling period as specified by HSC at a rate of \$300.00 per diem plus \$500.00 for handling. The freight doors will only be available on Thursday. Friday morning move-in is for small items only. All carpet must be taped down with clear sealing tape by 11:00 a.m. on Friday or Exhibitor will be fined \$25.00. The FORKLIFT must be reserved in advance at Home Show Office. No children under 18 yrs allowed during the move-in and move-out hours.

HAZARDOUS MATERIALS: All booth and decorative materials shall be flame retardant. Flammable fluids or hazardous materials of any nature, or use of such materials are prohibited in any area.

INSURANCE AND LIABILITY: HSC assumes no risk or liability, arising from any event occurring at this space which causes any damage, loss or injury to any person or merchandise in said space. Insurance is required and shall be obtained by Exhibitor at his or her own expense. Exhibitor accepts all risks associated with the use of the exhibit space and environs. Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against HSC, the show sponsors or the exhibition hall in which the show is held for any loss, damage or injury, howsoever caused, to the Exhibitor, its officers, employees, agents, or their property. Exhibitor agrees to indemnify and hold harmless HSC, show sponsors, and the exhibition hall, their officers, agents and employees against all claims, losses, suits, damages, judgments, expense costs and charges of any kind resulting from their company's occupancy of the exhibit space or its environs, for any reason whatsoever including but not limited to personal injuries, death, property damages or any other cause sustained by Exhibitor or its officers, agents, employees or by other exhibitors, or attendees of the show.

DAMAGE TO PROPERTY: All of Exhibitor's property at the show shall be at the sole risk of Exhibitor and HSC assumes no responsibility for loss or damage thereto. Exhibitor is liable for any damage caused by him or his representatives to building, floors, walls, or columns, booth equipment or to the property of other exhibitors.

FOOD & BEVERAGE REGULATIONS: Food sales or gift of food and beverages for consumption in the show is prohibited, and may be made only by obtaining written permission from facility management. If allowed, food sales or samples are subject to health permits, and facility guidelines must be strictly adhered to. Coolers, cans, bottles or containers holding alcoholic beverages will not be permitted. Violation of this rule will result in the termination of Exhibitor's contract.

CHECK IN POLICY: Failure to check in by 10:00 a.m. on Friday morning will result in a late fee of \$100.00. If Exhibitor fails to check in by 10:00 a.m. HSC has the right to re-assign or re-rent space without further notice or obligation. Any Exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space.

CANCELLATION: All cancellations must be in writing. If Exhibitor cancels more than thirty (30) days prior to the scheduled show, a maximum of one-half (1/2) of the contract amount shall be payable to HSC as liquidated damages within ten (10) days of invoice. If Exhibitor cancels within thirty (30) days prior to, HSC may cancel this contract and release said space without further notice or refund. Only cash, cashier's check, or money orders will be accepted on payments made within three weeks prior to show date.

NON-GUARANTEE: HSC makes no representation or warranty regarding the success of the show, including but not limited to, attendance, Exhibitor participation, weather, or the success of Exhibitor's display.

RULES AND REGULATIONS: HSC reserves the right to amend these rules and make the final decision on any situation which may not be governed by this contract. NO UNAUTHORIZED PHOTOGRAPHY or VIDEO ALLOWED.

By execution of this contract, customer confirms that he/she has read and understands all terms, conditions and fines on both sides of this agreement and agrees to be bound thereto. Fines include, but are not limited, to \$100.00 for early breakdown; \$50.00 for late payment; \$50.00 for soliciting outside of assigned booth location; \$500.00 for late move out at end of show. By acceptance of this agreement, Exhibitor expressly releases HSC from any and all liability for any damages or loss to any person or goods which arise from the rental and/or occupation of show spaces. HSC reserves the right to refuse business to anyone.

I hereby acknowledge that I have read and understand the rules and regulations stated above.

X _____
Authorized Signature

X _____
Company Name

X _____
Date