



# EXHIBITOR POLICIES · TERMS & CONDITIONS

## 1. APPLICATION AND FEES

- A. Applications shall be subject to the approval of Western Pacific Events, Inc., hereinafter referred to as WPE, who reserves the right to reject applications in the best interest of the event. This application becomes your invoice which is due and payable. **INVOICES ARE NOT MAILED.**
- B. Space rental fees are printed on the front side of the Agreement.
- C. Exhibitor shall submit with the application 50% of total exhibit space cost as deposit to confirm reservation of space. **CONTRACT IS NOT VALID UNTIL DEPOSIT IS RECEIVED!** The unpaid balance must be received by WPE by the expressed due date on the Agreement. Checks must be made payable and mailed to WPE, P.O. Box 22798, Bakersfield, Ca. 93390-2798. Payment in US funds only.
- D. Return check fee: \$45.00
- E. Cancellations must be made in writing. WPE shall withhold \$150 as administrative fee for any cancellation of confirmed exhibit space prior to the full payment deadline. After the deadline, no refunds will be made. WPE is not liable for interest on any amount refunded.

## 2. ELIGIBILITY

- A. WPE reserves the right to determine eligibility of exhibitors prior to or after execution of the Agreement.
- B. Submission and / or approval of this agreement and payment does not guarantee that exhibit space will be assigned.

## 3. EXHIBIT SPACE ASSIGNMENT

- A. The method of determining space assignment shall be established by WPE and may be changed from time to time without notice to exhibitors.
- B. WPE reserves the right to rearrange exhibitors to accommodate event needs.
- C. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted without the written consent of WPE.
- D. Agreement may not be assigned by an exhibitor except in connection with the sale of the business.
- E. No product, materials, signs or sales representatives will be allowed outside of exhibitors rented space.

## 4. SET-UP

- A. All displays must be in place and display materials, cartons and refuse removed no later than one hour prior to exhibit hours on the first day of the event.
- B. Written permission from WPE is required to set up during non-posted hours.
- C. Any space not claimed and occupied on set-up day may be reassigned or resold by WPE without obligation on the part of WPE for any refund whatsoever.

## 5. TEAR-DOWN

- A. No removal of product and/or equipment prior to teardown without prior written permission from WPE.
- B. Exhibitor agrees to dismantle display as soon as practical after the end of the event. WPE assumes no responsibility for exhibit material left unattended during or after teardown.
- C. All product and space must be cleared at end of event.

## 6. OPERATION AND CONDUCT

- A. WPE reserves the right to restrict exhibits to suitable methods of operation and display of materials. If for any reason an exhibit and/or its contents are deemed objectionable by WPE, the exhibit shall be subject to removal at exhibitor's sole expense.
- B. No knives, guns, drugs or drug paraphernalia.
- C. No animals, reptiles, birds, rodents, fish or insects may be used as part of any exhibit.
- D. Exhibitors are not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors.
- E. Display and materials must remain within booth space.
- F. Exhibit personnel must wear appropriate apparel. No swimwear, thong shorts/bikini. No calendar girls allowed. Vulgar products/services will not be allowed to be sold, promoted or demonstrated. Sole discretion of WPE.
- G. Exhibitor is responsible for all damage to any property caused by exhibitor personnel.

- H. Exhibitor shall not distribute any advertising matter, literature, souvenir items or promotional materials in or about the exhibit areas except from its own allotted exhibit space.
- I. Exhibitors are not permitted to host or sponsor any event which attracts buyers during exhibit days which conflicts with the scheduled program promoted by WPE.
- J. Exhibitors are not granted exclusive rights to any specific product category. All non automotive apparel, baseball caps, hats, sunglasses and specialty product type exhibits will be limited in number and/or booth space size.
- K. Show Management reserves the right to stop or remove from the Show any exhibitor, their representative or guest, performing any act or practice which in the opinion of the Producer is objectionable or detracts from the dignity of the Show. Exhibitors removed from the show in this manner will not be eligible for refund of space costs.
- L. Sound amplification devices may be installed with prior approval of Show management. Amplified solicitation above normal tone of speaking will not be allowed.
- M. Excessive stereo display or generator noise is not allowed and may not bother other vendors. Objectionable sound & lyrics will not be Tolerated. WPE and or its employees will have final decision regarding display or generator noise.

## 7. SECURITY

Security will exercise reasonable precaution for protection of Exhibitors, but WPE, Security or Facility assumes no responsibility for loss or damage incurred.

## 8. PROPERTY DAMAGE

Neither WPE or Exhibitor shall be responsible for any loss of damage to property of the other party hereto including, but not limited to loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable hereto with respect to any such loss or damage. It shall be the responsibility of WPE and Exhibitor, respectively, to secure their own insurance or otherwise protect themselves and its property against any such loss or damage.

## 9. UNAVAILABILITY OF BOOTH SPACE

In the event booth space leased or any portion thereof is not available for occupancy upon commencement or during the term of this Agreement due to fire, casualty, acts of God, strikes, national emergency, or any other cause beyond control of WPE, this Agreement and obligations of WPE and Exhibitor hereunder shall terminate, and Exhibitor hereby waives any claim against WPE for damages by reason of such termination, provided, however, that any unearned portion of the Lease fee due hereunder shall abate, or if previously paid, shall be promptly refunded by WPE to Exhibitor.

## 10. LIABILITY

- A. The Exhibitor and each of the persons (employees, spouses, guests, survivors, heirs, executors and representative) as specifically represented by the person whose name and signature is on the Agreement, herein agrees to both indemnify, defend, and hold harmless, and to release and forever discharge from any and all known and unknown damage, injury, death, loss, liability, claims, penalties, actions, causes of action, judgments and liabilities of every kind and description (including court costs and attorney's fees), occasioned by, resulting from and/or related to conduct, actions and or omissions of anyone connected with this event, including Western Pacific Events, Inc. and Bob or Vivian Davies, the owner operator of the event facility, other vendors at the event and their respective owners, shareholders, officers, directors, employees, agents, representatives and servants; and all persons connected with the promotion, production, management and/or presentation of any portion of this event.
- B. The exhibitor represented by the signature on the Agreement agrees and specifically acknowledges that WPE, the officers, staff, employees, agents, representatives and/or servants, waive and assume no responsibility or liability whatsoever in any matters relating to any restrictions, controls, and/or conditions imposed on any exhibitor by any regulatory agency or government authority (whether Federal, State, Regional or Local), whether in connection with, before, during, or after this event, or otherwise.
- C. Exhibitor relinquishes any and all rights to any photos or video taken in connection with this event. It is understood that these photos and/or videos may be used for future promotions.