

PEPPERMILL CASINO

2707 S. Virginia St., Reno, Nv. 89502



August 5 - 10, 2019

Office use only

TENTATIVE HOURS

SET-UP

Large Vendors: Sunday, 8:00 a.m.
All Vendors: Monday, 8:00 a.m. - 12:00 p.m.

SHOW HOURS

Monday thru Saturday - 2:00 p.m. to 10:00 p.m.

TEARDOWN

Saturday after close of event
Must vacate by 12:00 noon Sunday

Exhibitor must be checked in by 11:00 a.m. Monday. At that time, space may be forfeited and/or resold. No refunds.

Vendor vehicles must be off lot by 1:00 p.m.

All exhibitors must close nightly by 10:00 p.m.

All vendor vehicles must park in designated vendor parking

A minimum deposit of 50% of total exhibit space cost is required in order for application to be accepted.
CONTRACT NOT VALID UNTIL DEPOSIT IS RECEIVED!

There will be no refunds on cancellations within 60 days of the event.

WPE is not responsible for product lost due to loss of power.

Payments received by Western Pacific Events, Inc. after July 1 must be in the form of Money Order, Certified Check or Cash only. No personal or business checks will be accepted after July 1. Cash only at event.

Where required, fire extinguishers are exhibitors responsibility.

Exhibitors **MUST** carry and are responsible for their own Liability Insurance.

NEVADA SALES TAX

Each Vendor/Exhibitor must collect applicable Sales Tax. Sales Tax Rate is 8.265%. One Time Sales Tax Forms will be issued to each Vendor/Exhibitor at check in. Return filled out form with tax to Reception desk no later than 10 p.m. Saturday. Mandatory!

I hold valid Nevada Resale # _____

Selling Vendor Non-Selling Vendor

PAY AND MAIL TO:

Western Pacific Events, Inc.

DEPT. PM

P.O. Box 22798

Bakersfield, Ca. 93390

661-829-1340 • FAX 661-829-1341

www.westernpacificevents.com

=== PLEASE PAY FROM THIS CONTRACT ===

=== A STATEMENT WILL NOT BE ISSUED ===

Other 2019 Venues

Atlantis Chalk Art Festival: July 12 - 14

More Hot August Nights Venues

Atlantis Casino August 5 - 10

Hot August Nights Indoor Venues: Big Boy's Toy Store & TheDazzling Diva August 7 - 10

Hot August Nights Swap Meet and Car Corrals August 8 - 10

PLEASE PRINT

Company Name _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone # _____ Cell # _____

Fax# _____ E-Mail _____

Contact Person at Event _____

Event Contact Cell # _____

Only products or services listed below to be shown and allowed within your booth. **CALL FOR APPROVAL FOR: SUNGLASSES, HATS, PERSONAL PROTECTION DEVICES, POWER BANDS OR MINI MASSAGERS**

EVENT PRICING

Total Space Required _____' Deep X _____' Wide

Consider Hitch, Tractor, Awning as NO additional space will be allowed!

		AMOUNT DUE
First 10' x 10'	\$ 650.00	\$ _____
Additional 10'	\$ 600.00	\$ _____
*Food Vendor 10' x 10'	\$1,300.00	\$ _____
Food Vendor Add'l 10'	\$ 750.00	\$ _____

Does not include any additional charges from Local, County or other Health Department Fees. Food Vendor is responsible to get all required permits.

Special Event Fee (per vendor, not booth) \$ 40.00 \$ **40.00**

Electricity per 5 amps \$ 100.00 \$ _____

Vendor must supply own UL approved extension cord.

TOTAL COST \$ _____

Less Deposit due with application \$ _____

Balance due \$ _____

RETURN CHECK FEE \$45.00

I hold a current Reno Business License # _____

In order to process this contract, you must indicate by signing below that you have read and agree to comply with the entire contract, including, but not limited to the rules and regulations on the back. Final decisions shall be at WPE discretion.

Acceptance of contract is subject to Peppermill Casino approval.

Print Name: _____

Signature: X _____

Mandatory in order to process contract

Date: _____

Return original and keep yellow copy for your records.

VENDOR/EXHIBITOR POLICIES · TERMS AND CONDITIONS

1. APPLICATION AND FEES

A. This Application shall be subject to the prior approval of Western Pacific Events, Inc. (hereinafter referred to as WPE) and Peppermill Hotel/Casino, who reserves the right to reject any application in the best interest of the event. With WPE approval of this Application, **then this Application becomes your invoice/bill** which is due and payable. **ANOTHER INVOICE WILL NOT BE MAILED.**

B. Space rental fees are printed on the front side of this Application.

C. Vendor/Exhibitor must submit a minimum deposit 50% of total exhibit space cost with this Application. **CONTRACT IS NOT VALID UNTIL DEPOSIT IS RECEIVED!** Make checks payable to Western Pacific Events and mail to: P.O. Box 22798, Bakersfield, Ca. 93390. Payment in USA funds only.

D. Cash only accepted at event.

E. Return check fee \$45.00. A returned check will automatically cancel contract until funds are paid in full.

F. Cancellations must be made in writing. WPE shall withhold \$150 as administrative fee for any cancellation 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 AND ACCEPTANCE BY WESTERN PACIFIC EVENTS

WPE reserves the right to determine eligibility of Vendors/Exhibitors, whether prior to or after WPE's acceptance of the Application, and submission of this Application and deposit does not guarantee acceptance by WPE.

3. VENDOR/EXHIBITOR 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 Vendors/Exhibitors.

B. Exhibit space size requests must be specified on this Application. WPE reserves the right to reassign a Vendor/Exhibitor location to accommodate event needs.

C. **Vendors/Exhibitors shall not assign, sublet, share or apportion the whole or any part of the exhibit space** they have applied for or are later assigned, except in connection with the sale of Vendor's/Exhibitor's business. Notice of the business sale must be made in writing to WPE by then current Vendor/Exhibitor or applicant.

4. ENTRY HOURS

No vehicles will be allowed within event area during event.

5. PARKING

All vendor vehicles must park only in designated vendor parking.

6. SET-UP AND CREDENTIAL PICK-UP

A. All displays including vehicles must be in place and excess material, cartons and refuse removed by 12 p.m. on set-up date. WPE assumes no responsibility for Vendor/Exhibitor materials left unattended during set-up and/or credential pick-up.

B. Set-up is only allowed during the specified set-up days and times. No set-up allowed during event hours. No vehicle access to booth areas to drop off product during event hours.

C. Any space not claimed and occupied by 11 a.m. of the final set-up day may be reassigned or resold by WPE, with NO refunds to applicant.

D. Vendors/Exhibitors to provide their own UL approved extension cords and any 3 prong adapters needed for paid electrical service.

E. E-Z Up tents must be weighted down with appropriate weights for possible heavy winds. Concrete blocks are not adequate and not permitted. Water barrels are available for nominal fee (should be pre ordered). Vendor will be solely liable in the event that his display causes damage to another vendor, the event site property or anyone injured due to his negligence.

7. TEAR-DOWN

A. No removal of product and/or equipment prior to beginning of tear down.

B. Vendor/Exhibitor agrees to dismantle their display as soon as practical after the end of the event. WPE assumes no responsibility for any Vendor/Exhibitor material left unattended during tear-down. All product and equipment must be removed by 12:00 p.m. Sunday, end of the event.

C. Any product or materials needing to be picked up and shipped after tear down is the sole responsibility of the Vendor/Exhibitor. WPE and/or the event facility shall not be responsible for products or items left after end of tear down.

8. VENDOR/EXHIBITOR INSURANCE

The Vendor/Exhibitor shall have liability insurance coverage of not less than \$1 million dollars and shall provide WPE with a Certificate of Insurance, naming WPE as an additional insured verifying such insurance coverage.

9. OPERATIONS AND CONDUCT AT EVENT

A. WPE reserves the absolute right to restrict any exhibit to appropriate and suitable methods of operation and/or displays of material. If for any reason an exhibit and/or its contents, or the conduct of Vendor/Exhibitors staff are deemed objectionable by WPE, then, in WPE's sole discretion, that exhibit and/or staff member shall be subject to immediate removal from the event at Vendors/Exhibitors sole expense. **NO vulgar language or alcoholic beverage consumption** will be tolerated at event site.

B. No scooters, golf carts, bicycles, motorcycles (motorized or not), knives, drug paraphernalia, animals, reptiles or birds are to be sold, promoted, or used in any part of the Vendor/Exhibit space. Single-occupancy (ADA approved) scooter or animal will be allowed for use by handicapped personnel.

C. Vendor/Exhibit personnel must wear appropriate apparel (i.e. no swimwear, thong shorts or bikinis). No calendar girls or models allowed. No selling or promoting of any thong, bikini or undergarments. No vulgar products and/or services (in the discretion of WPE) shall be sold, promoted or demonstrated at the event.

D. Each Vendor/Exhibitor is responsible for all damage to any property caused by Vendor's/Exhibitor's staff, personnel or its representatives.

E. Vendor/Exhibitor shall not distribute any advertising matter, literature, souvenir items or promotional materials in or about the Vendor/Exhibitor areas except from its own assigned Vendor/Exhibit space or booth.

F. Vendors/Exhibitors are not granted exclusive rights to any specific product category at an event. All non-automotive items (i.e. apparel, baseball caps, hats and sunglasses) and specialty product type exhibits will be limited in number and/or booth size.

G. Baseball caps, apparel and sunglasses will NOT be allowed to be sold or promoted by any Vendor/Exhibitor that is not exclusively in the apparel and sunglass category.

H. Counterfeit or 'knock-off' merchandise will not be permitted. WPE will cooperate fully with law enforcement on this matter.

I. Display Vehicles: All Display Vehicles must remain in the assigned indoors booth space from close of set-up day through the last day of the event.

J. Water and soda will be sold by Casino Only. (ZERO Policy!)

K. All demonstration areas must be organized within the Vendor's/Exhibitor's exhibit space so as not to interfere with any pedestrian traffic in aisles. Should customers/spectators interfere with the normal pedestrian traffic flow or overflow into neighboring exhibits, WPE may require that the demonstration either be moved to take place entirely within the Vendor's/Exhibitor's booth space or be eliminated altogether, with NO refund, transfer or credit due to such actions.

L. Show Management reserves the right to stop or remove from the Show any Vendor/Exhibitor, their representative or guest, performing any act or practice, which, in the opinion of WPE is objectionable or detracts from the dignity of the Show. Vendors/Exhibitors removed from the Show in this manner will not be eligible for refund of space costs.

M. Vendors/Exhibitors MUST keep the noise levels from demonstrations or music in their exhibit booth space to a minimum, and can never interfere with WPE or the facility public announcement systems. Discretion of WPE is final.

N. Voice amplification by Vendor/Exhibitor inside buildings or covered areas may not interfere with other exhibitors, WPE or the facility public announcement systems. Discretion of WPE is final.

O. Booth space must be occupied by Vendor/Exhibitor staff during event hours.

P. No product, materials, signs or sales representatives will be allowed outside of Exhibitors rented space.

10. SECURITY

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

11. PROPERTY DAMAGE

Neither WPE or Vendor/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/Vendor, respectively, to secure their own insurance or otherwise protect themselves and its property against any such loss or damage.

12. 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 Vendor/Exhibitor hereunder shall terminate, and Vendor/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 Vendor/Exhibitor.

13. LIABILITY RELEASE, INDEMNIFICATION & HOLD HARMLESS

A. The Vendor/Exhibitor and each person associated therewith (i.e. employees, spouses, guests, survivors, heirs, executors and representatives) as specifically represented by the person whose name and signature appears on this Application, herein agrees to 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 WPE; Hot August Nights, the owner of the event facility; all other vendors/exhibitors at the event; and each of their respective owners, shareholders, officers, directors, employees, agents, staff, independent contractors, representatives and servants; and any other persons connected with the promotion, production, management and/or presentation of any portion of the event.

B. The Vendor/Exhibitor, as represented by their signature on the front of this Application, agrees and specifically acknowledges that WPE and their officers, staff, employees, agents, representatives and/or servants, are herein totally absolved from any responsibility or liability whatsoever in any matters relating to any restrictions, controls and/or conditions imposed on the Vendor/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. Vendor/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.