



# GARDENER'S & RETAILER'S MARKETPLACE SPACE APPLICATION

\_\_\_ Yes, I want to be included in the Gardener's Marketplace feature of the Show

10 x 10 = **\$550**, 20 x 10 = **\$650**, 10x30 = **\$795** 20x20 = **\$895**

Enclosed is my **non-refundable** payment.

I want a \_\_\_\_\_ Space

Name \_\_\_\_\_ Title \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Resale Number/Contractors License # \_\_\_\_\_ ID Sign \_\_\_\_\_

Credit card number (Visa/MasterCard) \_\_\_\_\_

Expiration Date \_\_\_\_\_ Zip Code \_\_\_\_\_ Signature \_\_\_\_\_

Credit Card Street Address \_\_\_\_\_ Security Code \_\_\_\_\_

Web Address \_\_\_\_\_ E-Mail \_\_\_\_\_

We expect to be selling these items \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SHOW HOURS

Saturday 10AM - 5:00 PM • Sunday : 10:00 AM -4:00 PM

**YOUR SPACE IS CONFIRMED ONLY UPON RECEIPT OF YOUR SIGNED SPACE APPLICATION AND AGREEMENT AND PAYMENT OF THE REQUIRED DEPOSIT**

**The undersigned company agrees to be bound by terms and conditions set forth on the reverse that are part of this Agreement.**

SIGNED BY \_\_\_\_\_ DATE \_\_\_\_\_

WESTWARD EXPOS • PO BOX 16976, SAN DIEGO, CA 92176

Phone 858.299.5925

[www.sandiegohomegardenshows.com](http://www.sandiegohomegardenshows.com)

# AGREEMENT

## TERMS AND CONDITIONS

This Agreement is between the company listed on the reverse side ("Exhibitor") and Westward Expos, ("WE") with respect to Exhibitor's lease of exhibition space or an exhibition area at the show ("Show"), described on the reverse, held by WE at the Del Mar Fairgrounds.

## INSTALLATION BY EXHIBITOR

All decoration must be fireproof, and conform to City Fire Department requirements. No fireworks, open flames, liquefied petroleum gas or flammable liquids are allowed. The use of crepe paper or similar material is forbidden.

No exhibit may extend outside booth area. All exhibits must be complete and ready for display one hour prior to the opening of the Show. All displays must be staffed during the Show. All crates must be removed from the exhibition area one half hour prior to the exhibition hours. Any exhibition not unpacked by that time will be placed in storage and will be returned only after exhibits close, unless ordered set up by WE staff. Any cost incurred will be charged to the Exhibitor. Exhibitor must occupy their booth 30 minutes prior to show opening. If not WE may relocate or cancel exhibitor's space with out notice and with NO refund or exchange.

## DISMANTLING

Exhibitor may start dismantling exhibit **after** the Show closes on its final day and continue for three hours after the Show closes. EXHIBITOR UNDERSTANDS THAT EARLY REMOVAL OF EXHIBITS OR DISPLAYS IS STRICTLY FORBIDDEN AND SUBJECT TO A FINE.

If portions of the exhibition area are not vacated by Exhibitor at the end of the Show, WE is authorized to remove from said area at the expense of Exhibitor all of Exhibitor's property of any kind or description which may be then occupying any part of the exhibition area or the premises on which the rent has expired. WE shall not be liable for any damages or loss which may be sustained, either by reason of such removal and WE shall be expressly released from any and all claims for damages, expenses or costs of any kind. WE may store Exhibitor's property in a public warehouse or elsewhere at the cost of and for the account of Exhibitor. Exhibitor agrees to pay any loss, expense or damage sustained by WE in the event Exhibitor fails to vacate and deliver up possession at the time required by this Agreement including without limitation any loss or damages by reason of the inability of WE to deliver possession of the area or premises to the next succeeding tenant. Exhibitor agrees that should WE have to remove said property from the area or the premises that WE has the option to retain said property to compensate it for the inconvenience.

**DRAYAGE** Neither WE nor the exhibition hall will accept or store freight or empty crates. It is the responsibility of Exhibitor to contract for required shipping, storing, delivery, and receipt.

All freight and materials for the exhibition hall must be delivered through the loading door areas. Exhibitor is responsible for erecting, assembling, dismantling, packing and unpacking its display.

**RETURNED CHECKS** There will be a \$ 25.00 charge on all returned checks.

**FINES** Early breakdown \$ 250 : Soliciting outside of your assigned booth location \$ \$65.

## SPACE ASSIGNMENT AND REASSIGNMENT; PAYMENT

Exhibitor may indicate its choice of booth space subject to the approval of WE. WE will generally assign booth space in order of receipt of the Exhibitor's completed application and payment. Reasonable effort will be made to assign space as requested. However WE retains the right to allocate space in the best interest of the Show. This Agreement must be accompanied by 50 percent payment. Balance due 30 days prior to show. Applications received less than 30 days prior to the Show must be accompanied by full payment. Reassignment or subletting of space is not permitted without prior written approval of WE which may be withheld for any reason.

**CANCELLATION AND TERMINATION:** The Exhibitor shall have the right to cancel this agreement by notice in writing no less than 60 days preceding the opening date of the Show. All deposits/payments received by WE up to the date of the cancellation are none-refundable and non transferable.

If cancellation is submitted in writing 60 days or less prior to the first day of the show, exhibitor is liable for full payment of the booth space. No refunds are given.

## LIABILITIES; INDEMNIFICATION; INSURANCE

In the event the exhibition hall or any part of the exhibit areas thereof are unavailable whether for the entire Show or a portion of the Show as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, damage, acts of war, strike, lock out, labor dispute, riot, or any other cause or reason over which WE has no control or should WE decide that because of any such cause it is necessary to cancel, postpone or resite the exhibit or the Show, or reduce the installation time, the exhibit hours, or move-out time, WE shall not be liable to Exhibitor with respect to any damage, expense or loss, direct or indirect, arising as a result there from. Exhibitors are responsible for their property and neither WE or the facility accept any responsibility for loss or theft. Exhibitor shall at all times protect, indemnify, save and hold harmless WE, and its officers employees and agents against and from any and all loss, cost, damage, suits, liability, or which arises from or out of, or by reason of, Exhibitor's acts or omissions, or occupancy or use of the exhibition area or hall or a part thereof. Exhibitor shall, at it's expense and as a material part of this Agreement, obtain insurance to cover it's exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. This insurance shall name WE & the 22<sup>nd</sup> District Agricultural Association additional insureds. Copies of such insurance shall be provided to WE prior to the Show. It is understood that all Exhibitor's property shall remain under the Exhibitor's custody at all times. At no time will WE be responsible for Exhibitor's property.

## DISPLAY REGULATIONS

No signs or advertising are to be affixed to any of the walls, columns, doors, etc. by using staples, tacks, tape adhesive backing or any other method except with prior approval from WE. All tape or other material or lighting fixtures, or speakers used in exhibit booths are to be removed following the Show and the exhibition area is to be returned to its prior condition.

No more than two staff per 10 x 10 at one time shall be in the booths.

If the exhibition area or any portions of the exhibition hall shall be damaged by the act, omission, default or negligence of Exhibitor, or its agents or employees, Exhibitor will pay to WE such sum as shall be necessary to restore the exhibition area or hall to their original condition.

## ADDITIONAL PROVISIONS

Any music that is played must have the permission of the rights holders.

Dispensing of refreshments & the operation of sound equipment of any kind is subject to prior written consent of WE. WE reserves the right to refuse applications for any reason.

WE reserve's the right to eject from the exhibition area and the hall in which such area is located any person deemed objectionable by WE or to be in violation of WE's rules. Upon the exercise of this authority, through action of any agent of WE or security and/or police officer, Exhibitor waives any right to, or claim against, WE for damages against WE or any of its officers or agents, and shall indemnify and hold WE harmless from any such rights or claims. The right is also reserved to close exhibits or parts of exhibits that are in violation of WE rules. This applies to displays, literature, advertising novelties, souvenirs, Exhibitor's conduct etc. No canvassing will be permitted in any other place than the assigned exhibit space.

Any alteration of this Agreement must be in writing, signed by both parties.

If any action is filed to enforce or interpret this Agreement, the prevailing party shall be entitled to costs and attorneys fees.

This Agreement is subject to the written acceptance by WE.