

HIGH DESERT HOME SHOWS
27TH Annual HIGH DESERT Home & Garden SHOW
 San Bernardino County Fairgrounds, Victorville CA
APRIL 1, 2, & 3, 2011

EXHIBITOR APPLICATION / CONTRACT FORM (NON TRANSFERABLE)

Exhibitor _____ Contact Person _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Cell _____ Fax _____

Product / Service to be displayed (specify name brands) _____

TERMS AND CONDITIONS * (10% Increase in Price after 2/1/2011) *

| BOOTH SPACE DESCRIPTION | * PRICE * | # OF SPACES | TOTAL |
|---|-----------|-------------|-------|
| Exterior (Outside) 10'x10' booth space | \$500.00 | X _____ = | _____ |
| Interior In-line 10'x10' booth space (100 SF) | \$800.00 | X _____ = | _____ |
| Interior Corner 10'x10' booth space | \$1000.00 | X _____ = | _____ |
| Interior In-line 15'x15' booth space (225 SF) | \$1600.00 | X _____ = | _____ |
| Interior Corner 15'x15' booth space | \$1800.00 | X _____ = | _____ |
| Interior In-line 15'x20' booth space (300 SF) | \$2200.00 | X _____ = | _____ |
| Interior Corner 15'x20' booth space | \$2500.00 | X _____ = | _____ |
| Custom interior exhibit space > 400 SF (bulk discount pricing – contact management) | | | _____ |
| GRAND TOTAL= | | | _____ |

Requested booth space number(s) _____
 (Management will make every effort to assign the requested exhibit space if it is available at the time of deposit see #9.)

State of California Board of Equalization (BOE 410D) required information:

- I hold a valid CA seller's permit. My # is: S _____
- No sales of tangible goods are being made or solicited at this event.
- I sell on behalf of a 6015 retailer _____
- Driver's License # _____
- I am a licensed contractor in the state of California - CSLB # _____

Authorized Signature _____ Date _____

Name (please print) _____ Title _____

Please mail this FORM, **and** PAYMENT to:
 (Please make checks payable to:)

Questions? Call us at (760) 949-0822
 FAX (760) 946-5341

HIGH DESERT HOME SHOWS
PO Box 3994
Apple Valley CA 92307

Show Management Acceptance _____ Date _____

****(This Contract Form Is Not Valid Until Signed By Show Management)****

| | | |
|----------------|------------------|-----------------------------|
| OFFICE USE | | |
| BOOTH # _____ | BOOTH SIZE _____ | TOTAL CONTRACT AMOUNT _____ |
| DEP CK # _____ | DATE/DEP _____ | AMOUNT _____ |
| BAL CK# _____ | DATE/DEP _____ | AMOUNT _____ |

1. **CERTIFICATION:** The person or agent signing this form warrants that authorization has been duly granted to execute the contract on behalf of the Exhibitor. Exhibitor also certifies that the above information is correct, and that it understands and agrees to all terms and conditions stated in items #1-23 on this form and the continuation sheet.
2. **DEPOSIT:** Exhibitor shall submit this application form with a non-refundable **50% deposit payment** to be considered for

HIGH DESERT HOME SHOWS

TERMS AND CONDITIONS CONTINUED

- contract acceptance. A contract shall not exist between the parties until accepted by show management. Acceptance shall be indicated by a signed (show management signature) conformed contract. A conformed copy of the contract shall be returned to exhibitor upon acceptance. No verbal reservations are accepted and no "holding" of space will occur without receipt of a minimum 50% deposit. All monies paid within one month of the event must be remitted in the form of cash, bank cashier's check or postal money order made payable to "High Desert Home Shows".
3. **PAYMENT OF BALANCE:** Exhibitor will remit the remaining balance of space prior to **February 1, 2011**. Spaces contracted after this date shall require a 100% payment. **Any space not paid for in full within one month of the event, including any additional fees, shall be deemed abandoned and shall be reassigned. Deposits shall be deemed earned.**
 4. **LATE FEE:** Exhibitor agrees to and shall be charged a LATE FEE, on the total contract amount, for outstanding balances after September 06, 2009 as follows:
10% if received 2/1/11 – 2/15/11
25% if received 2/16/11 – 3/1/11
 5. **SELLERS PERMIT:** Exhibitor shall complete and return a State of California - Board of Equalization form BOE-410D (Verification of Seller's Status); or provide the same information on this form. If not selling at the show, exhibitor will so indicate on the BOE-410D or this contract form. (Seller's information must be on file for *every* exhibitor, whether or not exhibitor is selling at the show).
 6. **PRODUCTS / SERVICES TO BE DISPLAYED:** All exhibits, products and handouts are subject to final approval of Management. Only those products and services listed on the contract may be sold or displayed. Substitutions are not allowed without Management's written consent. Violation of this clause will result in removal of items not specifically identified and possible removal of the entire exhibit. There are no exclusive rights granted for products, services or brand names, unless granted in writing by Management. Management reserves the right to limit the number of exhibitors in any category as well as the number of spaces required for a category.
 7. **CONTRACT APPLICATION:** Management reserves the right to reject any application for exhibit space without prejudice.
 8. **EXHIBIT SPACE:** Exhibitor shall receive square footage contracted for although exact dimensions could vary due to layout.
 9. **BOOTH ASSIGNMENT:** Management reserves the right to make such modifications and change exhibit space assignments as may be necessary to adjust the floor plan or category location at any time to meet the needs of the Show. Exhibitor shall not assign or sublet exhibit space without the written consent of Management. Only the signage, literature or advertising of the exhibitor whose name appears upon the face of this contract can be placed at the space.
 10. **SET-UP / UNOCCUPIED SPACE:** In the event Exhibitor shall fail to check-in or occupy said space 3 hours before show opening, the Management is authorized to occupy or cause said space to be occupied in such a manner as it may deem best for the interest of the Show without rebate to Exhibitor and without releasing Exhibitor from any liability hereunder.
 11. **EXHIBIT STAFFING:** An Exhibitor Representative shall be present in the booth during all show hours. All demonstrations and promotional activities must be confined to the limits of the exhibit space. Management shall have the sole discretion over sound equipment used, the intent of which is that sound systems shall not be objectionable to neighboring Exhibitors.
 12. **REMOVAL OF EXHIBITS:** Exhibit is not to be removed prior to close of show on final day. Exhibitor agrees to an "early breakdown" FEE of \$400.00 in the event that exhibitor shall for any reason breakdown prior to the advertised closing hour on any day of the show. The exhibit must be removed from the buildings and grounds no later than 12pm (noon) on the day following the Show close. Any items left after that time will be removed at the Exhibitor's expense.
 13. **LICENSES, FEES & PERMITS:** Any and all licenses, city, county, state or federal, inspections, taxes or permits required by law of any exhibitor in the installation or operation of his display shall be the sole responsibility of Exhibitor at his own expense.
 14. **INSURANCE:** Exhibitor represents to Management that it has and will maintain public liability and property damage insurance, insuring against all liability of Exhibitor and its authorized representatives out of and in connections with Exhibitor's use of occupied space.
 15. **HOLD HARMLESS:** Exhibitor shall hold Show Management, and its officers, agents and employees, harmless from all damages arising out of damage to any person or property occurring in, on or about Exhibitor's space. Exhibitors and agents of Exhibitors who will be using vehicles to transport equipment, merchandise or materials during set-up, show days and tear-down, must carry valid motor vehicle liability insurance. The Exhibitor will be responsible for any damage or injury caused by such vehicles.
 16. **COMPLIANCE:** If Exhibitor fails to comply in any and all respects with the terms of this contract, the Management shall have the right to resell said space. Exhibitor, however, will be liable for any loss suffered by the Management hereby, and the Management shall retain any payment theretofore made by the Exhibitor to apply towards such loss.
 17. **EXHIBITOR CANCELLATION:** Cancellations must be in writing. Deposits and payments of any kind are non-refundable.
 18. **SHOW CANCELLATION:** If the Management, for any reason, finds it necessary to cancel the Show, it shall have the right to cancel this contract and upon refund to exhibitor of any monies paid for space rental, the Management shall have no further liability hereunder.
 19. **LIABILITY:** In case said premises shall be destroyed by fire or other elements, or in the case of Government intervention or regulation, military activity, strikes or any other circumstances shall make it impossible or inadvisable for the Management to hold the Show at the time and place herein provided, then and thereupon this contract shall terminate and Exhibitor shall and does hereby waive any claim for damages or compensation, except the return of the amount already paid for space rental. There shall be no further liability on the part of either party.
 20. **NON-GUARANTEE:** Management shall remain free of harm of product sales, attendance, exclusive privileges or exhibitor successes.
 21. **BAD CHECK:** Management reserves the right to collect damages and/or penalties, as allowed by law on all returned checks.
 22. **LITIGATION:** If a suit or action is filed regarding this contract, the Exhibitor promises to pay the Management costs and reasonable attorney fees in such a manner as set by the court. Any litigation must be filed within the court system of San Bernardino County.
 23. **INTERPRETATION:** The terms and conditions, printed herein as well as all High Desert Home Shows rules, regulations and policies found on the Highdeserthomeshows.com website, are made a part hereof, and Exhibitor agrees to be bound by each and every one thereof. The Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations, and with any such amendment when made and brought to notice of the Exhibitor, shall be and become a part hereof as though duly incorporated herein.

See www.highdeserthomeshows.com for Exhibitor Manual, Rules & Regulations