

2018 Santa Barbara County Plumbing Heating Cooling Industry Expo November 3, 2018



| Exhibiting Company | ny Name ne exactly as you would like it on published material) | | | | |
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| Street Address | no stately at your read line it on pushelice materialy | | Suite # | | |
| City | State | | Country Zip | | |
| Phone # (| Cell # | | Fax # () | | |
| Website | | E-mail | | | |
| Exhibitor Name of | xhibitor Name of Contact Title | | | | |
| Marketing/Sales Mgr E-mail | | | | | |
| Send All Exhibitor | Material To: (If other than exhibitor contact above) | | | | |
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| | IMARY PRODUCT OR SERVICE: e: ()OEM Distributor () Mfg. Rep. () Other | | | | |
| | G AGREEMENT THE UNDERSIGNED AGREES TO EXHIE IDCOMPLY WITH ALL PROVISIONS AND REGULATION | _ | | _ | |
| BOOTH RENTAL FEES: (Minimum space rental is 100 sq. ft./10' x10' booth) Rental Fees: \$825 PHCC Members / \$925 Non-Members per 10 x 10 booth. Each 10x10 booth includes: 8' back drape, two 3'H side rail drapes, company I.D. sign, one (1) six ft. draped table, two (2) chairs, and a free listing in the exhibitor directory. Vehicle Space: 15 x 25' space \$1100 PHCC Members / \$1200.00 Non-Members. Includes a free listing in the exhibitor directory. (table and chairs must be ordered through the decorator for an additional fee) | | | | | |
| PHCC Local Membership | | | | | |
| OPTIONAL: Yes, provide me with electrical up to 500 watts \$25.00 per booth No. I will not require electrical Additional electrical needs must be discussed with the show decorator, JPA Expo to determine pricing. | | | | | |
| BOOTH PREFERE | NCES 1 st 2 ND 3 rd 4 TH | | | | |
| SPACE REQUIREMENTS: Width ft. X Depth ft. = Total Square Feet of booth space | | | | | |
| Total Square Feet X Cost per sq. ft = Total Rental Cost | | | | | |
| Close proximity to the following companies should be avoided if possible: | | | | | |
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| <u></u> | | | | | |
| | | | NOTE: PLEASE ENCLOSE SIGNED CONTRACT, | RULES | |
| Authorized Exhibitor Representative Signature | | | AND REGULATIONS AND PAYMENT. BOOTH W | | |
| | | | BE ASSIGNED WITHOUT ALL OF THE ABOVE. | | |
| Please Type or Print Name | | | CERTIFICATE OF LIABILITY INSURANCE IS DUE NO LATER THAN OCTOBER 15, 2018. | ! | |
| | | | | | |
| Title Please make check | Date | | | | |
| payable to: | PAYMENT TYPE: Amount Paid: \$ Check Number | er | VISA MC AMEX | | |
| PHCC - GLAA | Print Name Cardholder Signati | ure | | | |
| | | | | | |
| | Card Number | Exp <i>_</i> / | / Security Code | | |

Please return this signed agreement, signed rules and regulations and payment to:

SANTA BARBARA COUNTY PLUMBING HEATING COOLING INDUSTRY EXPO Presented by

THE PLUMBING HEATING COOLING CONTRACTORS OF THE GREATER LOS ANGELES AREA SATURDAY, NOVEMBER 3, 2018

CONTRACT FOR EXHIBITION SPACE

- 1. Introduction. This is a contract for exhibit/booth space between the Santa Barbara County PHC Industry Expo (PHCC-GLAA) and various exhibitors, having rented exhibit space from PHCC-GLAA. This document defines the rules and conditions under which the parties shall operate. EXHIBITOR acknowledges that it and its appropriate members with the authority to bind EXHIBITOR, and its members, have read the rules and regulations set forth in the exhibitor manual; and the rules and regulations as well as this entire agreement, are part and parcel and required to be utilized for the Santa Barbara County PHC Industry Expo. The Expo will be held on November 3, 2018, at the Santa Maria Fairpark, Convention Center Building, 937 S. Thornburg, Santa Maria, CA 93458
- 2. Exhibit Space and Payment. In order for EXHIBITOR to exhibit its wares, EXHIBITOR must pay in full the sum of \$825.00 for PHCC Members and \$925.00 for non-members for each 10 x 10 space. Until and unless the full payment is deposited, EXHIBITOR shall have no rights under this agreement or otherwise.
- 3. Payment and Reservations. All exhibit space reservations must be accompanied by a 100% deposit of booth space within 10 working days of contract receipt, any booth contract not meeting this requirement will be null and void.
- 4. Cancellation Policy. 100% of the booth space payment, less a 10% administrative fee, will be refunded for cancellations **RECEIVED** ONLY IN WRITING prior to July 31, 2018, 50% for cancellations prior to August 15, 2018, and 25% for cancellations prior to September 15, 2018. NO PAYMENTS WILL BE REFUNDED AFTER September 15, 2018.
- 5. Event Venue Requirements. EXHIBITOR agrees that it will conduct itself in accordance with any requirements of the Santa Maria Fairpark and further agrees to comply with the rules and regulations of the Santa Maria Fairpark to the fullest extent required by said Event Venue.
- **6. Trade Show Hours**. Trade Show hours are between 9:00 am and 3:00 pm on Saturday, November 3, 2018. All EXHIBITORS must have their displays completed and ready for inspection at the exhibit site no later than 8:00 a.m., Saturday November 3, 2018.
- **7. Move In and Move Out.** EXHIBITORS must install exhibits between the hours of 12:00 pm and 5:00 pm on Friday, November 2, 2018; and between 7:00 am and 8:00 am on Saturday, November 3, 2018. All exhibitors with large equipment, trucks, cars, trailers, etc., that are part of the exhibits need to be moved into the hall according to decorator schedule. The exhibit must be kept and displayed through the end of the Trade Show.

The Trade Show will close at 3:00 pm on Saturday, November 3, 2018. Early move out will incur a fee equal to 25% of the total booth cost.

8. Management's Reservation.

- (A) PHCC-GLAA reserves the right to prohibit any exhibit or part of any exhibit or solicitation, which it, in its exclusive discretion and opinion, believes is not suitable in keeping with the character of the Trade Show. This reservation includes the rights of other persons, things, conduct, printed material, catalogs, signs, etc. Aisle space may not be used for exhibit purposes or for display of signs, equipment or demonstrations. Nor can anyone solicit any business whatsoever except within their designated booth.
- (B) PHCC-GLAA, in its exclusive discretion, may remove firms and or representatives of firms not assigned to exhibit space, etc., which are prohibited from soliciting business in any form in the exhibit area. PHCC-GLAA in its exclusive discretion may remove violators without recourse, permanently from the exhibit area.

- (D) exhibit space only, provided they have in their possession, a valid California Seller's Permit.
- (E) RAFFLES/CONTESTS: All "in booth" raffles will be limited to a combined total of \$1000. Any exhibitor wishing to hold raffles/contests with a total combined value greater than \$1000.00 must obtain permission and scheduling from show management a minimum of 30 days prior to show date and abide by the Santa Barbara County PHC Industry Trade Show Raffle Rules. Show management reserves the right to limit the number of raffles as well as the scheduled times for raffles/contests and raffle location. Any exhibitor not abiding by the "rules", scheduled times or location for raffles/contests may have their raffle/contest closed and/or their booth closed. Show management reserves the right to limit or manage participants of ALL raffle or contests. All "in booth" raffles/contest must not extend beyond the exhibitors booth space and must not extend into any common areas. Public announcements are not made for in booth raffles.
- (F) Audio equipment including but not limited to P.A. / Bullhorn must be approved by the Santa Barbara County PHC Industry Trade Show management prior to use.

9. Admission to the Exhibit Hall.

- (A) Admission to the exhibit hall is only allowed to properly badged attendees and exhibitor personnel. Each EXHIBITOR may have four (4) badges per each 100 sq. ft. of exhibit space rented. All exhibitor badge orders must be ordered through PHCC-GLAA by October 19, 2018.
- (B) One (1) 7" x 44" company identification sign is provided for each exhibit space rented. Additional signs for companies sharing exhibit space may be purchased from the official service contractor at the rates found in the exhibitor service manual.
- (C) No EXHIBITOR shall assign, sublet or apportion the whole or any portion of the booth allotted, nor exhibit therein any literature or display other than that produced or distributed by the Exhibitor in the regular course of his/her business.
- (D) In no event shall anybody, vendors, attendees or other exhibitors, solicit exhibitors or attendees for employment.
- (E) EXHIBITOR shall not use or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner, which constitutes waste or nuisance; or any manner, which causes injury to the Santa Maria Fairpark.
- (F) Any food vending machines or distribution of liquid will not be permitted, by anyone other than as authorized by PHCC-GLAA and Fairpark.
- **10.** Display and Construction Regulations. Standard booth space is an eight (8) foot high background of drapes on a framework of pipe. Dividers separating booths, as provided by PHCC-GLAA, are thirty-six (36) inches high.
- 11. Height Restrictions: Island booths shall conform to the height of the exhibit hall and to the requirements of the local fire regulations. All in-line booth's back walls are restricted to a height of eight (8) feet. Side returns on in-line booths may be carried to the height of the back wall for a distance of not more than four (4) feet from the back wall and may not be more than thirty-six (36) inches in height from that point to the front of the booth. All side returns must be finished or draped if they are to be

exposed. No in-line booth display shall be allowed to obstruct clear vision to other booths in the same line or adjacent line, unless it is an island display, having aisles on all four sides.

If in the exclusive judgment of management of PHCC-GLAA, any display causing a view or other obstruction to neighboring exhibits, PHCC-GLAA, at no recourse, may order the removal of such obstruction.

- 12. Indemnity Clause: EXHBITOR shall indemnify and hold PHCC-GLAA, its officers, directors, employees (collectively "PHCC of the Greater Los Angeles Area, Santa Maria County PHC Industry Expo" the decorator JPA Expo, Expo Décor, The State of California, the District Agricultural Association, County Fair, The County of Santa Barbara, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned from claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses, including attorney's fees, arising out of, related to, or in connection with the obligations of EXHIBITOR under this Contract, or the operations conducted by EXHIBITOR or its agents, employees, and licensees. This indemnity agreement shall apply without regard to whether or not Santa Barbara County PHC Industry Trade Show or Owner are actively or passively negligent in respect to the claim, demand, loss or liability. EXHIBITOR will provide the defense of any such claims, and will employ counsel who is satisfactory to THE SANTA BARBARA COUNTY PHC INDUSTRY EXPO, and Owner. THE SANTA BARBARA COUNTY PHC INDUSTRY EXPO and Owner may defend such claims at EXHIBITOR'S expense. EXHIBITOR shall not provide indemnity against claims, liability, loss, or expense, when shown by the final judgment of a court of competent jurisdiction to have been caused by the willful or sole negligence or sole misconduct of PHCC SANTA BARBARA COUNTY PHC INDUSTRY EXPO.
- 13. Security. 24-hour security will be provided by PHCC-GLAA. Neither PHCC-GLAA nor the Exhibit Hall will be responsible for damage, loss or theft of exhibitor property or the property of its agents, employees, visitors or invited guests. EXHIBITOR is solely responsible for the protection of the persons or products or materials displayed in the exhibit space.
- 14. Force Majeure. In the event the Exhibit Hall or any part of the exhibit area thereof is unavailable, whether for the entire event, or a portion of the event as a result of wind, fire, flood, tempest, earthquake or any other such cause or as a result of government intervention, malicious damage, acts of war, strike, lockout, labor dispute, riot or any other cause or agency over which PHCC-GLAA has no or little control, or should PHCC-GLAA decide that because of any such cause it is necessary to cancel, postpone, or re-site the Trade Show, or reduce the installation time, exhibit time, or move-out time, PHCC-GLAA will not be held responsible or required to indemnify or reimburse the EXHIBITOR in respect to any damage of loss, direct or indirect, arising as a result thereof.
- 15. Liability Coverage. EXHIBITOR shall furnish, at its own expense, original certificates of insurance to PHCC Los Angeles no later than fourteen (14) days prior to the Move-In date. The term of this insurance must be for the duration of the contract period including Move-In and Move-Out days. Certificate must include the following coverages. Comprehensive general liability coverage of at least \$1,000,000 per occurrence and \$2,000,000.00 in aggregate for personal injury and property damage and name PHCC-GLAA, its officers, directors, employees (collectively "PHCC of the Greater Los Angeles Area, Santa Maria County PHC Industry Expo", the decorator JPA Expo, Expo Décor, The State of California, the District Agricultural Association, County Fair, The County of Santa Barbara, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees as additionally insured.

- **16. ALCOHOL.** There will be no distribution of alcohol at THE SANTA BARBARA COUNTY PHC INDUSTRY EXPO.
- **17. Fire Regulations**. All display booth structures, decorations and exhibited products and/or materials must meet with the requirements of the Santa Maria Fire Department. Any special fire permits required for exhibitor display is the sole responsibility of the exhibitor. Exhibitors displaying items i.e. torches that need to burn will have an area outside the hall for demonstration purposes.
- 18. Amendments. Any and all matters not specifically covered by the preceding rules and regulations, the rules and regulations contained in the exhibitor service manual, the rules and regulations set forth by the Santa Maria Fairpark and the requirements and policies set forth in the exhibit space rental confirmation and invoice notice shall be subject to the sole discretion of PHCC-GLAA. PHCC-GLAA shall have full power to interpret, amend and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the EXHIBITOR. Each EXHIBITOR, for itself and on behalf of its agents and employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.
- **19. Default**. If this contract is breached by an EXHIBITOR, the EXHIBITOR will not be permitted to set up its display and will be subject to eviction by PHCC-GLAA, without recourse and without refund or any other rights as against PHCC-GLAA for any purpose whatsoever.

| Authorized Signature | Date | |
|----------------------|------|--|
| Print Name | | |
| Company | | |
| Phone # | | |