



Exhibitor Application

J Street Marina - 999 Bayside Parkway, Chula Vista, CA 91910
Sunday February 25, 2018 – 8am to 11am

Vendor Info: _____

Business Name: _____

Contact Person: _____ Street Address: _____

Phone Number: _____ City: _____ State: _____ Zip Code: _____

Cell Number: _____ Email Address: _____

Fax Number: _____ Website: _____

Type of Business (check all that apply): _____

Food:___Apparel:___Toys:___Arts & Crafts:___Services:___Other:___

If other, please explain: _____

Booth Facilities: _____

All booths are 10' deep x 10' wide. Area space is marked on the floor plan. Background consists of space only. Any additional items needed such as electricity, extra chairs, carpet and/or tables, etc., are not included.

Exhibit Booth Rates - NON FOOD

10x10 SPACE = \$100

10X20 SPACE = \$200

Booth Terms: _____

- Full payment required before event.
- No exhibit will be allowed to move in until full payment is received.
- No cancellation or refund after signing of this contract.
- You agree to all the Terms & Conditions on page 2 of this Application.
- The terms set forth in this Exhibitor Application Form shall be considered a contract if approved and accepted, subject to confirmation by Prime Motivation.
- Space is allotted subject to availability. *
- **Set up will be Sunday from 6AM to 8AM only.**
- All booths are to remain set up until closing time on Sunday 11AM.
- Move out begins on Sunday 11AM. All exhibitors must be out by Sunday 1PM, unless previously arranged with Prime Motivation/SnowCone 5K.

Return Application with Deposit to: _____

SnowCone 5K
6051 Business Center Court, #4555
San Diego, CA 92154
Office: 619.564.4447
Fax: 619-422-
Email: SnowCone5K@gmail.com

Exhibitor Signature: _____

Authorized by: _____

Rep: _____ Booth #: _____

Group Code

MOHASB

List items to be shown or sold:

*Please list all products and/or services to be sold or exhibited. Products not listed and approved by Prime Motivation/SnowCone 5K may not be approved for sale at the Event due to exclusivity of some products or services.

Payment Info: _____

Total Price _____

Deposit Amount _____

Balance Due _____

CC Type: MC / Visa / AmEx / Discover

Cardholder _____

CC# _____

Exp. Date _____

Zip _____ Sec. Code _____

Check# _____

TERMS AND CONDITIONS

Prime Motivation, Inc., d.b.a. SnowCone 5K, their officers, directors, shareholders, agents, affiliates, representatives, employees and assigns collectively hereinafter shall be referred to as Company.

The Exhibitor named on page 1 of this contract shall name the company or person, include its officers, directors, shareholders, employees, contractors, agents, representatives, guests and/or invitees, as applicable and shall be hereinafter collectively referred to as Exhibitor and has agreed to enter into contract in consideration of the promises made herein and agrees as follows:

The Exhibitor is hereby granted the right to use the space assigned to him/her. The Exhibitor shall be entitled to the use of the space for the period of the designated show hours. The Exhibitor shall abide by the move-in and move-out times. Exhibitor shall move all displays out at the end of the event. Exhibitor assumes all costs and liability if Exhibitor does not move out within 2 hours after the end of the event. Company reserves the right to change the floor plan or to move an Exhibitor to another location prior to or during the Event for any reason.

The Exhibitor agrees to utilize the assigned space to display, demonstrate or sell only the products or services as described on the front of this Exhibit Booth Contract. Sharing, renting, or donating of space with other companies is strictly prohibited unless otherwise arranged. Violations will result in full payment charge of space for each company and/or removal from the show without refund. Company reserves the right to disapprove the display of any item that Company, reasonably and in good faith, determines is not in keeping with the nature, character or orderly conduct of the show. Company reserves the right to require that the exhibit be arranged in a manner that will not interfere with other exhibits, particularly those in close proximity to that of the Exhibitor. **NO OUTSIDE FOOD OR DRINKS ARE ALLOWED.**

The Exhibitor shall be responsible for any rental property including but not limited to rental Canopy, Tables, Chairs, and any other items rented from Company. Exhibitor agrees to pay for any damaged, lost, or stolen rental items within 10 days after the event.

The Exhibitor shall not cause any apparatus or device to be placed in the exhibit that will produce undue noise or in any way interfere with or be objectionable to any other exhibitor. The Exhibitor agrees to abide by any other rules of operation that Company may from time to time establish. A violation of any rule of conduct or a breach of any covenant in this agreement is cause for Company to close the exhibit. In the event of closure, no refund shall be allowed.

The Exhibitor shall be responsible for all maintenance of the exhibit. At all times, including the hours during which the exhibition is open to the public, the Exhibitor shall maintain the exhibit in a clean and orderly manner and shall take any steps that may be necessary to prevent injury to any person or exhibit on the premises. No property, vehicles, or material shall be removed prior to the advertised show closing hours of the exhibition without the express prior written consent of Company.

Company reserves the right to photograph, videotape, and film, reproduce, publish and/or advertise any materials regarding Exhibitor and his/her Vehicle for any use without compensation to Exhibitor. Upon entering event, Exhibitor surrenders all claims.

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, general liability insurance which provides coverage of Exhibitors participation at the event, any liability inside as well as six feet away from his/her booth, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and Automobile liability insurance with limits not less than \$100,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles. The insurance policies shall name Company as additional insured.

Exhibitor shall indemnify, defend and hold Company and venue facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor and the employees, guests, attendees and invitees of other exhibitors; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, or otherwise.

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Company nor venue shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this contract or not.

Under no circumstances shall Company or venue facility be liable for any lost profits or any damages including incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not advised of the possibility thereof. In no event shall Company's maximum liability under any circumstance exceed the amount actually paid to Company by Exhibitor for exhibit space rental pursuant to this contract. Company makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matter. Neither Company, nor venue facility, shall assume any responsibility for Exhibitor's, or anyone else's, personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

In the event the premises in which the exhibit is to be held are destroyed or damaged by fire, or other causes beyond the control of Company so that the Event cannot be held, Company shall not be liable to the Exhibitor except to the extent of returning any payment previously made by the Exhibitor to Company pursuant to this Agreement. Company reserves the right to cancel, rename or relocate the Event or change the Event dates. If Company changes any aspect of the Event, relocates the Event to another facility within the same county, or change's the Event dates to dates that are not more than 60 days earlier or 60 days later, no refund will be due to Exhibitor but Company shall assign Exhibitor comparable space at the rescheduled Event. If Exhibitor cancels this Exhibit Booth Contract, Exhibitor understands and agrees that there will be no refunds of any kind. If Exhibitor has failed to make full payment in a timely manner, Company may terminate this contract, refuse Exhibitors entry without any further obligations or refund to Exhibitor.

Exhibitor grants to Company a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any type of directory listing exhibitors at the Event and to use those names in Company's promotional materials if Company so chooses and at Company's sole discretion without any obligation to Exhibitor.

Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the venue facility without the express written permission of Company.

This writing contains the complete and entire understanding and agreement of the parties. No representations other than those expressly set forth in the Agreement were made or relied upon by either party. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement except in writing and signed by an executive officer of the respective parties. This agreement is subject to all laws, statutes, ordinances, orders, regulations and directives, which may be imposed by federal, state or local governments and both parties, shall obey the same.

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California. Any disputes arising from this Agreement shall be brought before the county courts of San Diego, California. The prevailing party to any lawsuit regarding this agreement shall be entitled to recovery of reasonable attorney's fees and court costs.

In addition to the terms expressly set forth in this Agreement, the parties agree to be bound by the provisions of the prime arrangement Company has with the owner of the premises or the rules and regulations of the owner concerning the exhibition and the exhibit.

By signing below, I agree to the Terms and Conditions of all pages of this contract and to be charged for the amount listed on page 1 of this Exhibit Booth Contract for the booth purchase. I understand that I must comply with all of the regulations contained in this package and pre-pay the above amount no later than 15 days before the event date. I have read, understand, and agree to the Conditions and Terms included in this sheet.

Authorized Signature: _____

Print Name / Title: _____

Date: _____