



EXHIBITOR AGREEMENT
(Non-Transferable Contract)

Kern County Fairgrounds
Bakersfield, CA
Feb. 24, 2012 thru Feb. 26, 2012

Please accept this request for exhibit space at the Central Valley Sportsmen, Boat & RV Shows. Execution and delivery of an original of this contract and fifty percent (50%) non-refundable deposit shall constitute an agreement to reserve space indicated below at the aforesaid rate subject to the terms and conditions on the reverse side of this agreement. Full space rate due and payable **6 WEEKS PRIOR TO SHOW.**

Use of the name Central Valley Sportsmen, Boat & RV Shows or that of any officer of said organization in recommendations of a product or service is expressly prohibited. The terms and conditions on the reverse side are part of this agreement.

DATE _____

* COMPANY NAME _____

* Company name will be listed in all promotional materials and on sign as shown on this line.

EMAIL ADDRESS _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

CONTACT NAME _____ TITLE _____

PHONE NUMBER _____ FAX NUMBER _____ RESALE # _____

- Choose the category that BEST describes your company. Select ONLY one. (If you mark more than one we will use our discretion in choosing).
- Archery/Bowhunting Equipment
 - Boats and Accessories
 - Camping Equipment/Sporting Goods
 - Clubs/Associations
 - Fishing Equipment
 - Food
 - Government Agencies/Chambers of Commerce
 - Hunting Equipment
 - Kennels/Hunting Dog Training
 - Lodges/Resorts
 - Miscellaneous (Not covered here)
 - Outfitters
 - RVs/Trailers and Accessories
 - Specialty Products
 - Travel Agencies
 - Trucks/SUVs and Accessories
 - Whitewater/Kayak/Boat Trips

Basic Booth(s) Cost: \$ _____

Bulk Space Cost: \$ _____

Net: \$ _____

Reservation Deposit: \$ _____

Reservation Fee (50%) Due By: _____ \$ _____

Balance Due: \$ _____

Form of Payment: Visa Mastercard Amount \$ _____

Account # _____ Exp. Date _____

Authorization Signature _____

SPACE NUMBERS

OFFICE USE ONLY

EXHIBITOR SIGNATURE _____ DATE _____

SALES REPRESENTATIVE _____ DATE _____

Make check payable to:
Central Valley Sportsmen, Boat & RV Shows
P. O. Box 5334
Bakersfield, CA 93388-5334
Phone / Fax (661) 393-0793
Toll FREE: 1-800-725-0793

(Original) Office Copy - Please return to show office.

(Yellow) Exhibitor Copy - Please retain for your files.

AGREEMENT TERMS

1. BOOTH CONSTRUCTION

Each booth will be 10 feet x 10 feet (unless otherwise designated) with 3 ft. high curtain side dividers, 8 ft. curtained backdrop, one duplex electrical drop (500w 120v outlet), and identification sign. Bulk space does not fall into this classification.

2. BOOTH OPERATION

Products may be sold from exhibit space. The Exhibitor shall hold harmless Management from any and all damages or theft of merchandise or materials from contracted exhibition space. All exhibits shall not extend beyond allotted space unless authorized in writing by Management.

3. REMOVAL OF EXHIBITS

Nothing will be allowed to leave the exhibit hall before 5:30 p.m. Sunday.
REMOVAL HOURS: Sunday 6:30 p.m. to 10 p.m.
Monday 8 a.m. to 12 Noon

Any exhibits not completely dismantled and removed by 12 noon Monday will be removed and all fees will be charged directly to the exhibitor at prevailing rates.

4. BOOTH ASSIGNMENT

While initial booth reservation is mutually agreed to by Exhibitor and Management, final assignment is the proprietary right of Management. Every attempt will be made to locate the Exhibitor in the booth he or she has reserved. But in extenuating circumstances, the booth can be reassigned without approval of Exhibitor. The Exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from firms other than his own in the exhibit space without written consent of the management.

5. LIABILITY

The Exhibitor is entirely responsible for the space occupied by him and shall not injure, mar or deface the premises. The Exhibitor shall not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building(s). Furthermore, Exhibitor shall not affix to the walls or windows of the Building(s) any advertisements, signs, etc., or use adhesive type material on painted surfaces. Automobiles, trucks and similar conveyances shall have drip pan and/or protective material under them to safeguard the floor from oil stains, etc., and all landscaped areas must have a similar barrier under to safeguard the floor. The Exhibitor agrees to reimburse the Management and/or the Facility for any loss or damage occurring to the premises or equipment.

6. PARTICIPANTS

This agreement does not reserve for, nor guarantee to, the Exhibitor any space, a specific area or space priority, right of first refusal or any other manner of participation in any future show.

7. ALL EXHIBITS MUST COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND FIRE MARSHAL INSTRUCTIONS. ANY AND ALL CITY, STATE OR FEDERAL LICENSES, INSPECTIONS OR PERMITS REQUIRED BY LAW OF ANY EXHIBITOR IN THE INSTALLATION OR OPERATION OF HIS DISPLAY SHALL BE OBTAINED BY THE EXHIBITOR AT HIS OWN EXPENSE PRIOR TO THE OPENING OF THE SHOW. EXHIBITORS MUST HAVE IN THEIR POSSESSION AT THE SHOW ANY LICENSES OR PERMITS REQUIRED BY THE CITY OR THE STATE.

8. CONSENT TO USE OF EXHIBITOR'S LIKENESS

Exhibitor hereby consents to Management's royalty-free use of visual and audio reproductions of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films and other images or likenesses for the purpose of Management's advertisement and promotion of this and future shows.

9. DISPUTES BETWEEN EXHIBITORS

Management shall have no responsibility for settling any dispute between Exhibitors, and Exhibitors expressly release Management from any liability for any disputes between Exhibitors, including, but not limited to, violations of unfair trade practice laws or patent or copyright laws by any Exhibitor.

10. EXHIBITOR'S MANUAL

The Exhibitor's Manual, as established in writing for all Exhibitors by Management, is part of this agreement.

11. BOOTH MUSIC

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source (i.e. BMI, ASCAP). Evidence of such an agreement must be available for review upon request. In the event written confirmation cannot be documented, the vendor agrees to cease playing the music.

12. NOISE CONTROL

The use of any sound equipment is prohibited unless approved by Management. Any electronic equipment or machinery which is determined to be detracting from other exhibits will not be permitted.

13. SECURITY

Security will be provided to patrol during show and after show hours. The exhibit hall must be vacated within one half hour after show closing. Exhibitors will be allowed to enter the exhibit hall upon presentation of a properly signed exhibitor pass only. While ample security is available during both move-in and move-out hours along with show hours, it is always wise and prudent to man your booth (at least one person) at all times during the complete run of the show to insure additional protection of equipment and valuables. Management is not responsible for theft or damage of property.

14. INSURANCE

Insurance will be purchased by Management as required by Facility. Insurance coverage does not include exhibit areas and the Exhibitor holds Management and Facility harmless from all claims arising with the contracted exhibit areas.

15. BOOTH CONTRACT

The exhibit space contract upon receipt by Management shall constitute a valid and binding contract. If due to circumstances beyond the control of Management, the show should be cancelled, the contracted Exhibitor shall waive any claims for damages or compensation.

16. COLLECTION

If suit is instituted to collect past due amount, Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum rate allowable by law.

17. UNOCCUPIED SPACE

In the event an exhibitor has failed to occupy the space contracted for at least 3 hrs. prior to show, Management shall have the right to utilize such space in any manner he chooses. This will in no way release the contracted Exhibitor nor shall a refund be in order.

18. CANCELLATION

If payment in full is not received by the Show Producer by 6 weeks prior to show, the only payment acceptable will be cash, money order or cashier's check. A written notice of cancellation is required no later than 6 weeks prior to show. Exhibitor is responsible for full payment of booth space contract if not cancelled in writing by 6 weeks prior to show.

19. RIGHT TO REFUSE

Management reserves the right to review and reject any application for exhibit space.

20. REPRESENTATION

No representations or warranties have been made or upon which Exhibitor is relying unless its representations or warranties have been reduced to writing and signed by Management.

21. EXHIBITORS INSURANCE

Exhibitors shall carry and maintain during the time period of any show in which he exhibits, including move-in and move-out days, and at his or her sole cost and expense: worker's compensation, personal injury, theft, and property damage coverage under a policy of general public liability insurance. Exhibitor warrants that by signing this contract, he or she has complied specifically with insurance requirements of this contract.

22. FAILURE TO PERFORM

Should the Exhibitor fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by Management, he or she may be prevented from further exhibits therein with forfeiture of exhibit space rental. Management shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor's use of fairgrounds, Exposition grounds or Exposition policy - including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (i.e. flood, fire, earthquake).

23. SALES LICENSES

Exhibitors who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with State and City licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agency.

24. AMENDMENTS

The Management retains the full power to interpret and amend these rules and retain sole and unconditional discretion to make decisions regarding all situations which may arise that are not explicitly outlined in the terms of participation or the exhibit space contract.

25. Exhibitor hereby covenants, warrants and agrees that Exhibitor will hold Management harmless from any and all liability arising out of or related to the maintenance, use or transport of any automobile, mobile equipment but not limited to pallet movers, forklifts, cranes, etc.

26. Exhibitor covenants, warrants and agrees to hold Management harmless from any liability arising out of or related to the use, discharge, dispersal or escape of any type of pollutants or waste (i.e. pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste).

27. Exhibitor hereby covenants, warrants and agrees to indemnify and hold Management harmless, including the payment of reasonable attorneys fees, from any and all claims or damages arising out of, related to or resulting from the act or failure to act by Exhibitor or Exhibitor's employees, agents, and officers, as well as Exhibitor's conduct and activities and which arise out of or relate to any product, service, or statements made by Exhibitor of Exhibitor's authorized agents or employees.

35th Annual Sportsmen's Boat, RV & Outdoor Living Show 2012 Official Exhibit Rules and Regulations

Please Read these Rules and Regulations carefully, be informed, inform all your employees and volunteers, and ask questions on any particular matter you do not fully understand.

- Applying for Space:** Calshows Inc. reserves the exclusive right to make all decisions with regard to the allocation and assignment of exhibit locations in a building or on the grounds. Applicants must complete a contract/application form, which is dated and maintained in an active file. Participants from the prior year must reapply and will have priority for their previous year's booth space, by returning an application and non-refundable 50% deposit by Sept. 30, 2011.
- Deposit:** Exhibitor agrees to pay a 50% deposit for exhibit space, and the remaining balance is due and payable before Jan. 14, 2012. Any agreement issued after January 14, 2012 will be due immediately upon signing of agreement. No personal or company checks will be accepted after January 14, 2012. Exhibit fees thereafter must be paid in cash or VISA credit card. **\$25.00 fee on all returned checks.**
- Cancellation:** It is further understood and agreed that should the Exhibitor fail, neglect or refuse to pay their exhibit location fees at the time and in the manner it becomes due, or neglect, fail, or refuse to open and/or conduct business in said space as agreed, Calshows Inc., shall retain all monies herein as liquidated damages. The parties agree that the above is considered a material breach and Calshows Inc. may terminate said agreement and reassign said space to another party.
- Insurance and Liability:** Each exhibitor is required to have their own insurance coverage for their display area. Please refer to the "Insurance" clause located on the show contract.
- Booth Specifications:** Displays, including signs, must not be higher than the sidewalls for a distance of 4 feet from the back walls and not higher than the top of the back wall (8 feet). 6 feet from the front of the booth must be free of any merchandise or anything that would obstruct your neighbor's booth. 4 feet from the back of the booth can be used to display your merchandise. Whenever possible, Exhibitors should take accurate measurements of space if a display is to be custom made for a particular location. **DO NOT BLOCK OR OBSTRUCT YOUR NEIGHBOR'S VIEW OR VENTILATION UNITS IN CEILING.**
- Fire and Safety Regulations:** The Health and Safety Code of California will govern all exhibits. All decorative materials must be noncombustible. All electrical installation shall conform to the Electric Safety Code of the State of California.
- Exhibit Set-Up:** Thursday, February 23rd, 2012, 8:00 a.m. to 10:00 p.m. bring all necessary supplies with you. Items such as ladders, handtrucks, dollies, hammers, extension cords, brooms, pencils, pens and materials needed for booth setup.
- Forklift Service:** A forklift will be available if requested two weeks in advance. Rate \$45.00 per hour two hour minimum. Phone Calshows at 1-800-725-0793.
- Booth Move-in:** Thursday, February 23rd 8:00 a.m. to 10:00 p.m. Boat & RV Dealers contact Calshows for dates and times. Phone 661-393-0793, 800-725-0793 or 661-809-6123.
- Sunday Night Move-out:** EXTREME CAUTION SHOULD BE EXERCISED ON CLOSING NIGHT! Exhibits cannot be dismantled before 5:30 p.m. (unless other arrangements have been made with show management) Vehicles will not be permitted on the grounds before 5:30 p.m. Sunday. Boat & RV Dealers contact Calshows for instructions.
- Exhibitor's Daily Admission and Parking Passes:** Daily Admission & Parking Passes may be picked up at the Show Office beginning Thursday, February 23, 2012, from 8:00 a.m. to 10:00 p.m.; during the event, hours will be 9:00 a.m. to 7:30 p.m. 4 Exhibitor badges will be issued per EXHIBITOR • **\$5.00 CHARGE FOR EACH ADDITIONAL EXHIBITOR BADGE.**
- Overnight Parking/Camping:** is available at a rate of \$25.00 per night. Reserve early as this is first come/first served.
- Theft - Security - Damages:** Calshows Inc. provides 24 hours routine security for its buildings and grounds, however, Calshows Inc., shall not be responsible for loss or damage to Exhibitors' property. Exhibitor is responsible for obtaining any insurance necessary for property loss or damage. Plan to lock up any valuables or items that may be carried away by hand. Small items should be placed to the rear of the booth or under the counters at night.
- Smoking:** There is NO SMOKING ALLOWED AT ANY TIME IN ALL BUILDINGS AND TENTS by order of the State Fire Marshal and the State of California. Smoking is prohibited inside commercial buildings, INCLUDING RESTROOMS.
- Telephone Service:** Golden Empire Communications serves all of the telephone needs for our event. Telephone service may not be available in certain locations on the grounds. To order phone line service please contact / Stan Henry (call 661.322.6362 or fax request to 661.322.7264). **Please order three weeks in advance.**
- Subleasing:** Exhibitor shall not assign, sublease or apportion the whole or any part of assigned exhibit space without prior written consent of Calshows Inc.
- Area Maintenance:** Please do not throw or sweep rubbish into the aisles. Trash containers are provided for this purpose in or near all exhibit areas outside and inside of buildings.
- Drawing:** Exhibitors who hold drawings or have a prize promotion must have the written approval from Calshows Inc.
Exhibitor Responsibility:
THE EXHIBITOR'S RESPONSIBILITIES CAN BE SUMMED UP VERY SIMPLY ... BE A GOOD NEIGHBOR.
- Product Sampling & Food Demonstrations:** All food and drink sampling in an exhibit booth, as part of their operation are required by law to obtain a "Temporary Food Service Permit" from the County of Kern Environmental Health Services Department. Questions regarding health issues and permits should be directed to the County of Kern Environmental Health Services Department at 661.862-8715.