

# WSRE TERMS AND CONDITIONS OF AGREEMENT

1. **LIABILITY** Exhibitor agrees to indemnify and hold harmless Western States Racer Expo, Inc., also referred to as WSRE, management, principles, agents, officers and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Exhibitor's agents, employees, invites, contractors, or guests which occur in or about the Exhibit Space. Exhibitor agrees to use and occupy the Exhibit Space at Exhibitor's own risk, and hereby releases WSRE its agents, officers, employees and invites from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Exhibit Space, including, but not limited to damages, resulting from the acts of other Exhibitors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.

## 2. **BOOTH DETAIL**

a. Each 10X10 booth will contain 3 ft. high curtain side dividers, 8ft. curtained backdrop, two (2) badges per booth and maximum one (1) parking pass and website listing per exhibitor.

b. Display guidelines require that exhibits and exhibit materials exceeding approximately five feet (5') in height must be confined to the rear of the booth, extending no more than four feet (4') from the back wall. Overall height of display and exhibit should not exceed eight feet (8'). Exhibitors who wish to vary from these guidelines must contact WSRE for approval.

c. Aisle space shall not be used for display purposes. Exhibits may not extend beyond rented space.

d. Exhibitors should complement the nature and purpose of the event.

e. All signs must be professionally done.

## 3. **SET-UP & REMOVAL OF EXHIBITS**

a. All exhibits must be set up the day before show opening during designated show set up hours. **Friday 2/23/18 9am – 5pm ONLY**

b. No parking in fire lanes

c. No dismantling, packing or vacating booth prior to the official show closing. No tools, loading carts, etc allowed on show floor until after official closing and the floor is cleared of attending public.

d. Exhibits not completely dismantled and removed by **8:00pm Sunday** will be removed by an official drayage company at the prevailing rates and charged to the Exhibitor. Exhibitor does hereby waive all claims for theft, loss, or damage to such goods by reason of said removal.

e. Trailer parking will be provided.

4. **LABOR** Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and re-crating of displays.

5. **EXHIBIT STAFFING** All exhibits must be staffed during show hours by at least one person. Exhibitors are requested to arrive at least 20 minutes prior to show opening.

6. **EXHIBIT CARE** Contracted janitorial services will sweep and clean aisles and empty trash canisters. Exhibitors are responsible for keeping exhibits clean and orderly. Trash must be placed in aisles for picking up at close of show each evening. Exhibitors will be responsible for any damage done to the building by them, their agents or employees. Do not attach any materials to the exhibit hall.

## 7. **DISPLAY VEHICLES**

a. All Display vehicles must be ¾ empty of fuel.

b. All Display vehicles must have mats/tray under car at all times.

c. NO firing/starting of vehicles during show hours

d. All Display vehicles must remain in the assigned space from close of set-up day through the last day of the event unless authorized by show management. NO "in and out" driving privileges allowed for any exhibited Display vehicles – NO EXCEPTIONS.

8. **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 its own in the exhibit space.

9. **BOOTH MUSIC** Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source.

10. **NOISE CONTROL** Any electronic equipment or machinery which is determined to be detracting from other exhibits will not be permitted.

11. **FOOD** and beverages may not be sold. If food or beverages are given away this must be approved, in writing, by Management.

12. **LIVE ANIMALS** No pets or live animals will be permitted without written consent of Management.

13. **SECURITY** Security will be provided. The exhibit halls must be vacated within one-half hour after show closing. Exhibitors will be allowed to enter the exhibit hall upon presentation of an Exhibitor badge only. While security is available during both move-in and move-out hours it is required to man your booth 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.

14. **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 canceled, the contracted exhibitor shall waive any claims for damages or compensation.

15. **COLLECTION** If suit is instituted to collect past due amounts, Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate.

16. **UNOCCUPIED SPACE** In the event an Exhibitor has failed to occupy the space contracted for by 4:00 pm Friday, February 23, 2018. 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 exhibitor be entitled to a refund.

17. **CALIFORNIA SELLERS PERMIT** Exhibitors who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with Pomona/California State licensing and tax requirements. Information and application for a California temporary sellers permit number can be obtained by contacting the State Board of Equalization, (916) 227-6700.

18. **CANCELLATION** A written notice of cancellation is required, by certified mail. Exhibitor is responsible for full payment of booth space contract if not canceled in writing by January 10, 2018. No refunds or credits.

19. **NON-GUARANTEE** Management makes no guaranty or warranty, express or implied, as to the profitability or potential loss to or of Exhibitor with regard to Exhibitor's participation in the Western States Racer Expo.

20. **REGULATION COMPLIANCE** Exhibitor shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State and local statutes, ordinances, rules and regulations.

22. **RIGHT TO REFUSE** Management reserves the right to review and reject any application for exhibit space without prejudice.

23. **REPRESENTATION** Are/have not been made unless in writing, in this contract.

25. **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 Western States Racer Expo 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 the facility, or facility policy - including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (i.e. flood, fire, earthquake)

26. **AMENDMENTS** This agreement may only be amended, except as expressly provided herein, by agreement of the parties, in writing, bearing a note subsequent to the date of this agreement.

27. **ENFORCEABILITY** If any term or provision of this agreement is determined to be void or unenforceable, the remainder of this agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.

28. **COMPANY LOGOS** WSRE reserves the right to use participating companies registered logos for advertising and marketing purposes.

**I HAVE READ, UNDERSTAND, AND AGREE TO THE PROVISIONS OF THIS CONTRACT, THE WSRE EVENT GUIDELINES AND SAFETY RULES**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE