

2019 Tour

SPONSORSHIP APPLICATION & CONTRACT



Established 1972

1145 Second Street, Suite A332

Brentwood, CA 94513

(P) 925-392-7300 (F) 925-392-7303

www.harvestfestival.com

Previous Sponsorship First Time Sponsorship Applicant

Company _____

Name _____

Address _____

City _____ State _____ Zip _____

Phone () _____ Fax () _____

Cell Phone () _____

E-mail Address _____

Web Site _____

DEPOSITS & PAYMENTS: Deposits are required to secure booth space for all levels of Sponsorships prior to August 1st. This is not a deadline, Sponsorships will be sold until show is full. If applying after August 1st, FULL FEES ARE DUE at time of application. **Full booth fees are due for ALL shows or applicants by August 1st.**

of Shows: Premier Sponsor (Booth Space Included)

_____ x \$2500 deposit (Level 1) = \$ _____

_____ x \$3750 deposit (Level 2) = \$ _____

of Shows: Participating Level/Bag Drop

_____ x \$1750 deposit (10'x20') = \$ _____

_____ x \$875 deposit (10'x10') = \$ _____

_____ x \$325 deposit (Bag Drop Sponsors) = \$ _____

Bill my credit card for deposits listed above \$ _____

Bill my credit card for full fees of \$ _____

Enclosed is my check in the amount of \$ _____

Charge my final balance on August 1st. Initials _____

Bill to: VISA Mastercard American Express

Card #: _____

Exp. date: _____ Zip _____ CVV# _____

Name on card : _____

Signature: _____ Date _____

NO POSTDATED CHECKS. MONIES WILL BE DEPOSITED UPON PLACEMENT.
ANY COMPANY NEEDING TO PAY BY CHECK, MUST SUPPLY A CHECK TO
HARVEST FESTIVAL® IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT.

DATE	CITY	BOOTH SIZE CODE	SPONSORSHIP CODE
Sept. 6 - 8	LAS VEGAS		
Sept. 20 - 22	COSTA MESA/OC		
Oct. 4 - 6	VENTURA		
Oct. 11 - 13	DEL MAR		
Oct. 25 - 27	PLEASANTON		
Nov. 15 - 17	SAN MATEO		
Nov. 22 - 24	SACRAMENTO		
Nov. 29 - Dec. 1	SAN JOSE		
Dec. 6 - 8	POMONA		
BOOTH SIZE (CODES)		SPONSORSHIP LEVEL (CODES)	
1 10' (Standard)		A Premier - Level 1	
2 20'		B Premier - Level 2	
3 Outdoor (Pleasanton, Ventura and Del Mar ONLY)		C Participating - 10'	
		D Participating - 20'	
		E Participating - Bag Drop (NO BOOTH)	

Please explain what type of product/service you will be representing:

PREMIER SPONSOR:

- **LEVEL 1 - \$5000:** Your company banner (provided by you) prominently displayed during festival; logo on event promotional materials; logo and link on Harvest Festival® website, social media blasts and e-blasts; 10'x10' booth space.
- **LEVEL 2 - \$7500:** Your company banner (provided by Harvest Festival®) prominently displayed during festival; logo on event promotional materials; logo and link on Harvest Festival® website, social media blasts and e-blasts; 10'x20' booth space.

PARTICIPATING SPONSOR:

- **10'x20' - \$3,500:** booth space includes pipe/back drape if required, one 6-ft table and one chair, 500-watt outlet; logo on event promotional materials; logo and link on Harvest Festival® website, social media blasts and e-blasts.
- **10'x10' - \$1,750:** booth space includes pipe/back drape if required, one 6-ft table and one chair, 500-watt outlet; logo on event promotional materials; logo and link on Harvest Festival® website, social media blasts and e-blasts.
- **Bag Drop Sponsor - \$750;** includes product samples/brochure/coupons placed in the official show shopping bags and one sign at the Bag Booth. Booth space not included.

SPONSOR: DO NOT MARK IN THESE BOXES - FOR OFFICE USE ONLY		
ASSIGNED BOOTH:	ASSIGNED BOOTH:	STATUS:
LV _____	SM _____	<input type="checkbox"/> CURRENT
OC _____	SC _____	<input type="checkbox"/> NEW SPONSOR
VE _____	SJ _____	
DM _____	PA _____	
PL _____		

I/We hereby apply for sponsorship space in the 2019 Harvest Festival® and agree by the show terms, conditions, and regulations printed on the reverse side of this form. I/We agree to allow Harvest Festival® to use my photo/video in all advertising and promotional campaigns. I/We understand my booth fees and spaces at this show or future shows may be forfeited or canceled if this is misrepresented. I/We understand we do not have a contract for exhibit space until we receive written notification that this application has been accepted by Harvest Festival®.

Signature of Applicant _____

Date _____

HOW TO APPLY

APPLICATION/CONTRACT: Submit a filled-out contract with your deposit or full booth fees. The following terms outline the sponsorship agreement made between the sponsor and Harvest Festival®. In consideration of the promises and covenants below, the parties agree to the following: Applications are accepted up to the show dates.

REQUIREMENTS:

- **Set-up:** Set up will take place on the day prior to morning of show opening (Thursday) – between 8:00am and 7:00pm. **NO FRIDAY SET-UP IS ALLOWED.**
- **Tear-down:** All tear-down must be completed on Sunday between 5:00 pm and 12:00 midnight. **NO EARLY TEAR-DOWNS ARE PERMITTED.**
- **Sponsor Badges:** Representatives will be issued a predetermined quantity of identification badges at the beginning of each show. All individuals working in the allotted exhibit space agree to wear Harvest Festival® badges at all times such that they will be easily identified by show management and security.
- **Exhibit Conduct:** Sponsor agrees to operate solely in their allotted booth space and not to aggressively solicit attendees during the show. Sponsor agrees to act in a professional manner at all times during the hours of operation of the show.
- **Display Standards:** The use of EZ-UP canopies is not permitted when indoor space is assigned. Harvest Festival® will provide pipe and drape for your use. There is an 8-foot height limit from floor to top of display. **FLAG BANNERS ARE NOT ALLOWED.**
- **Collection of Names:** Harvest Festival® understands that sponsor may collect names in the form of sign-ups for lead generation. Sponsor understands that signage must be displayed stating that the information is proprietary and will not be shared with other companies or sold in any form.

PLACEMENTS: Booth assignments will begin in February and continue throughout the year until shows are full. Booth assignments will not be given unless appropriate deposits are received with the application. Placement notifications will be sent and monies deposited beginning in February.

DEPOSITS & PAYMENTS: Deposits are required to secure booth space prior to August 1st. This is not a deadline. If applying after August 1st, **FULL FEES ARE DUE** at time of application. **Full booth fees are due for ALL shows or applicants by August 1st.**

CONDITIONS OF APPLICATION/CONTRACT

1. SPONSOR COVENANTS

- a) The sponsor agrees to obtain at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it a result of the operation of its trade or business in their space allocated.
- b) It is the sole obligation of the Producer to furnish exhibit space plus general lighting, cleaning of common area, heating and guard service. All other services of any nature shall be ordered in advance by the Sponsor on forms provided.
- c) Any conduct deemed unprofessional by Harvest Festival® may be grounds for immediate removal of booth and sponsor from both current and future Harvest Festival® exhibitions. In such instances there will be no refund of booth fees to any extent.
- d) Sponsors will not bring alcohol.
- e) Proper business casual dress code will be strictly enforced. If standards not met, future participation may be jeopardized. **NO SHORTS OR FLIP FLOPS.**
- f) Sponsors may not distribute literature of, or promote in any way, any religious, fraternal, or political organization. Sponsor agrees to only distribute promotional material directly related to the product they are promoting and to distribute the material **ONLY FROM WITHIN** their allotted booth space unless agreed upon in advance with the on-site Show Manager. **DISTRIBUTION OF BAGS IS PROHIBITED.**

2. DISPLAY STANDARDS

- a) The sponsor agrees to occupy the contracted exhibit space (and only said space) during the full term of the show. **NO EARLY BREAK-DOWNS ARE PERMITTED.** Breaking down early will jeopardize future placement in shows.
- b) Harvest Festival® reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of sponsors and exhibits for the show, (ii) reject or prohibit exhibits or sponsors which Harvest Festival® considers objectionable, and (iii) relocate sponsors or exhibits when Harvest Festival®/Show Management deems such moves are necessary to maintain the character and/or good order of the show.
- c) Sponsor agrees that, if accepted, producer is under no obligation to rent space to Sponsor in future years. Booth locations will be rented and assigned in accordance with the best interest of the exhibition, which Producer in its sole discretion, shall have the right to decide. Harvest Festival® will not give any sponsor exclusivity on a product.
- d) Sidewalls, panels or grids (no tarp), and appropriate lighting, is mandatory. Signage is encouraged; however, hand printed signs are not permitted. All booth materials must meet fire proofing standards of each venue.

- e) Failure to bring booth up to required standards of Harvest Festival® may result in removal from future shows.

3. ASSIGNMENT AND SUBLETTING

The sponsor shall not assign any rights or sublet the space under this agreement without prior written permission of Harvest Festival® which permission may be arbitrarily withheld.

4. INDEMNITY

- a) The sponsor accepts all risks associated with the use of the exhibit space and environs. The sponsor shall not make any claim or demand or take any legal action, whatsoever, against Harvest Festival®, the show sponsors, or the facility in which the show is held, for any loss, damage or injury howsoever caused, to the sponsor, its officers employees, agents or their property.
- b) The sponsor agrees to indemnify and hold harmless Harvest Festival®, show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the sponsor or its officers, agents, employees or those for whom in law they are responsible, or Harvest Festival® or a visitor of the show.

5. SPONSOR'S PROPERTY/INSURANCE

All of the sponsor's property at the show shall be at the sole risk of the sponsor and Harvest Festival® assumes no responsibility for loss or damage thereto. Sponsor's are responsible for obtaining their own general liability insurance for the event.

6. BUILDING

The sponsor is liable for any damage they cause to the facility or to any property of Harvest Festival®, its agents or any other exhibitor. The sponsor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of Harvest Festival®, its agents or any other exhibitor.

7. PETS/SMALL CHILDREN

Pets and small children are strictly prohibited on the show floor. This includes move-in and move-out days.

8. PAYMENT TERMS, CANCELLATION, AND TERMINATION

- a) **DEPOSITS** are required to secure booth space. Full booth fees are due for all shows or applicants by August 1st. Thereafter, a late fee of \$50 per 10x10 space is applicable. Booths assigned after August 1st must pay **FULL FEES** at time of application. Booths will be revoked if unpaid 30 days prior to show move-in date.
- b) **CANCELLATION POLICY:** Cancellation prior to August 1st, deposit will be forfeited. After August 1st, cancellations will result in 100% of booth fee forfeited. A \$50 processing fee will be charged on **ALL REFUNDS.**
- c) In the event the sponsor fails to make payment as afore stated or fails to comply in any respect with the terms of this contract, Harvest Festival® reserves the right to cancel this contract without notice and all rights of the sponsor hereunder shall cease and terminate. Any payment made by the sponsor on account hereof will be retained by show management as liquidated damages for breach of this contract and show management may thereupon rent said space. Failure to appear at the event does not release sponsor from responsibility for payment of the full cost of the space rented.
- d) In the event that the sponsors' check is returned by a bank, due to insufficient funds, a \$25 administrator fee will be charged to the sponsor.

9. REMOVAL OF EXHIBITS

The sponsor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day. All materials must be removed by Midnight on Sunday evening.

10. CANCELLATION OR CURTAILMENT OF SHOW

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of Harvest Festival®, or if for any reason Harvest Festival® is unable to permit the sponsor to occupy the facility or the space, or if the show is cancelled or curtailed. Harvest Festival® will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the sponsor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott.

11. PROVISIONS

In consideration for the fees outlined in this contract, Harvest Festival® agrees to provide the following on a per show basis:

- Rented booth space for the three-day event. (Gold level/Bag drop excused)
- Logo in show directory - logo must be provided six-weeks prior to the first show.
- 500-watt outlet for discretionary use. *Any additional requirements will be made through the electrical contractor assigned to each venue and will be paid by sponsor.
- Inclusion of sponsor on the Harvest Festival® website pages for each show and in our e-blast emails to show customers.

All other related expenses, including additional equipment, additional electrical and parking will be the sole responsibility of Sponsor.

Both parties agree to the above outlined terms and are signifying so by signing.

INITIALS _____