

Vendor/Exhibitor Space Rental Application

Office use only

BIG BOY'S TOY STORE



August 8 - 11, 2012

TENTATIVE HOURS
SET-UP
 Monday - 10:00 a.m. - Trailer Displays Only
 Tuesday - 9:00 a.m. - 4:00 p.m. - All Exhibitors

SHOW HOURS
 Wednesday thru Saturday - 10:00 a.m. to 5:00 p.m.

Exhibitors with credentials may enter building
 1 hour before event is open to public.

Teardown Saturday - 6:00 p.m.
 Building must be vacated by 10 a.m. Sunday

A minimum deposit of 50% of total exhibit space cost is required in order for application to be accepted.
CONTRACT IS NOT VALID UNTIL DEPOSIT IS RECEIVED!
 There will be no refunds on cancellations within 60 days of the event.

A 20% late fee will be charged to any balance unpaid by July 1. This includes contracts filed after July 1.

Payments received by Western Pacific Events, Inc. after July 1 must be in the form of Money Order, Certified Check or Cash only. No personal or business checks will be accepted after July 1. Cash only at event.

Exhibitors **MUST** carry and are responsible for their own Liability Insurance.

NEVADA SALES TAX
 Each Vendor/Exhibitor must collect applicable Sales Tax. One Time Sales Tax Forms will be issued to each Vendor/Exhibitor at check in. Return filled out form with tax to Reception desk no later than 5 p.m. Saturday. Mandatory!

Make checks payable to Western Pacific Events, Inc.

=== PLEASE PAY FROM THIS CONTRACT ===
 === A STATEMENT WILL NOT BE ISSUED ===

Western Pacific Events, Inc.
 P.O. Box 22798
 Bakersfield, Ca. 93390
 661-829-1340 • FAX 661-829-1341
 www.westernpacificevents.com

Other 2012 Hot August Nights Venues
Rock 'n Roll Revival, Reno, June 8 - 10
So. Lake Tahoe Experience August 3 - 5
Reno, August 6 - 12 : Big Boy's Toy Store,
Peppermill, The Arch Plaza, Reno Classic Car Auction, Nostalgia Fair & Swap Meet, RV Accommodations

PLEASE PRINT

Company Name _____
 Contact Person _____
 Address _____
 City _____ State _____ Zip _____
 Phone # _____ Cell # _____
 Fax# _____ E-Mail _____
 Contact Person at Show _____
 Show Contact Cell # _____

Only products or services listed below to be shown and allowed within your booth (attach larger list on separate page if needed): _____

EVENT PRICING:
Consider Hitch, Tractor, Awning as NO additional space will be allowed!

Total Space Required	_____ ' Deep X _____ ' Wide	
First 10' x 10'	@ \$575.00	\$ _____
Additional 10' x 10'	@ \$525.00	\$ _____
Corner	<small>Availability not guaranteed. Fee refunded if corner unavailable.</small> + \$225.00	\$ _____
Semi Trailer Space Only 30 X 80 @ \$2800.00		\$ _____
Vending side	<input type="checkbox"/> Passenger <input type="checkbox"/> Driver	
Special Event Fee (per vendor, not booth)	\$ 40.00	\$ <u>40.00</u>
Electricity 5 amps / 500 watts	\$ 100.00	\$ _____

Additional charge for service over 5 amps. Amperage draw to be measured at event by Exposition Services. Vendor must supply own UL Approved extension cords.

TOTAL COST	\$ _____
Less 50% deposit due with application	\$ _____
Balance due before July 1	\$ _____
20% late fee on unpaid balance after July 1	\$ _____
Balance due	\$ _____

****RETURN CHECK FEE \$45.00****

In order to process this contract, you must indicate by signing below that you have read and agree to comply with the entire contract, including, but not limited to the rules and regulations on the back. Final decisions shall be at WPE discretion.

I understand that any change of information on this contract must be made in writing.

Print Name: _____
Signature: X _____
Mandatory in order to process contract
Date: _____

Return signed original form. Make a copy for your records. 1/6/12

VENDOR/EXHIBITOR POLICIES - TERMS AND CONDITIONS

1. APPLICATION AND FEES

A. This Application shall be subject to the prior approval of Western Pacific Events, Inc. (hereinafter referred to as WPE) which reserves the right to reject any application in the best interest of the event. With WPE approval of this Application, then this Application becomes your invoice/bill which is due and payable. **ANOTHER INVOICE WILL NOT BE MAILED.**

B. Space rental fees are printed on the front side of this Application.

C. Vendor/Exhibitor must submit a minimum deposit of 50% of total exhibit space cost as a Deposit with this Application. **CONTRACT IS NOT VALID UNTIL DEPOSIT IS RECEIVED.** Make checks payable to Western Pacific Events and mail to: P.O. Box 22798, Bakersfield, Ca. 93390. Payment in USA funds only.

D. Cash *only* accepted at event.

E. Return check fee \$45.00. A returned check will automatically cancel contract until funds are paid in full.

F. Cancellations must be made in writing. WPE shall withhold \$150 as administrative fee for any cancellation prior to the full payment deadline. After the deadline, no refunds will be made. WPE is not liable for interest on any amount refunded.

2. ELIGIBILITY AND ACCEPTANCE BY WESTERN PACIFIC EVENTS

WPE reserves the right to determine eligibility of Vendors/Exhibitors, whether prior to or after WPE's acceptance of the Application, and submission of this Application and deposit does not guarantee acceptance by WPE.

3. VENDOR/EXHIBITOR SPACE ASSIGNMENT

A. The method of determining space assignment shall be established by WPE and may be changed from time to time without notice to Vendors/Exhibitors.

B. Exhibit space size requests must be specified on this Application. WPE reserves the right to reassign a Vendor/Exhibitor location to accommodate event needs.

C. **Vendors/Exhibitors shall not assign, sublet, share or apportion the whole or any part of the exhibit space** they have applied for or are later assigned, except in connection with the sale of Vendor's/Exhibitor's business. Notice of the business sale must be made in writing to WPE by then current Vendor/Exhibitor or applicant.

4. ENTRY HOURS

Vendor/Exhibitor personnel are only allowed to enter the Vendor/Exhibitor area one (1) hour before the posted event hours with credentials. No vehicles will be allowed in on event days.

5. SET-UP AND CREDENTIAL PICK-UP

A. All displays including vehicles must be in place and excess material, cartons and refuse removed by 4 p.m. on the final set-up date. WPE assumes no responsibility for Vendor/Exhibitor materials left unattended during set-up and/or credential pick-up.

B. Set-up is only allowed during the specified set-up days and times. No set-up allowed during event hours. No vehicle access to booth areas to drop off product during event hours. Credentials must be picked up by 3 p.m. of final credential pick-up day.

C. Any space not claimed and occupied by 3 p.m. of the final set-up day may be re-assigned or resold by WPE, with NO refunds to applicant.

D. Vendors/Exhibitors to provide their own UL approved extension cords and any 3 prong adapters needed for paid electrical service.

6. TEAR-DOWN

A. No removal of product and/or equipment prior to beginning of tear down.

B. Vendor/Exhibitor agrees to dismantle their display as soon as practical after the end of the event. WPE assumes no responsibility for any Vendor/Exhibitor material left unattended during tear-down. All product and equipment must be removed by Saturday night, after close of event.

C. Any product or materials needing to be picked up and shipped after tear down is the sole responsibility of the Vendor/Exhibitor. WPE and/or the event facility shall not be responsible for products or items left after end of tear down.

7. VENDOR/EXHIBITOR INSURANCE

The Vendor/Exhibitor shall have liability insurance coverage of not less than \$1 million dollars and shall provide WPE with a Certificate of Insurance, naming WPE as an additional insured verifying such insurance coverage.

8. OPERATIONS AND CONDUCT AT EVENT

A. WPE reserves the absolute right to restrict any exhibit to appropriate and suitable methods of operation and/or displays of material. If for any reason an exhibit and/or its contents, or the conduct of Vendor/Exhibitors staff are deemed objectionable by WPE, then, in WPE's sole discretion, that exhibit and/or staff member shall be subject to immediate removal from the event at Vendors/Exhibitors sole expense. NO vulgar language or alcoholic beverage consumption will be tolerated at event site.

B. No scooters, golf carts, bicycles, motorcycles (motorized or not), knives, drug paraphernalia, animals, reptiles or birds are to be sold, promoted, or used in any part of the Vendor/Exhibit space. Single-occupancy (ADA approved) scooter or animal will be allowed for use by handicapped personnel.

C. Booth sides will not be allowed over 3 feet in the front half of booth depth. Vendor/Exhibitor will not be allowed to obstruct the view from any side of their assigned booth display area(s), nor occasion injury to or adversely affect the displays of other Vendors/Exhibitors. The booth height is restricted to 8 feet or less.

D. Vendor/Exhibit personnel must wear appropriate apparel (i.e. no swimwear, thong shorts or bikinis). No calendar girls or models allowed. No selling or promoting of any thong, bikini or undergarments. No vulgar products and/or services (in the discretion of WPE) shall be sold, promoted or demonstrated at the event.

E. Each Vendor/Exhibitor is responsible for all damage to any property caused by Vendor's/Exhibitor's staff, personnel or its representatives.

F. Vendor/Exhibitor shall not distribute any advertising matter, literature, souvenir items or promotional materials in or about the Vendor/Exhibitor areas except from its own assigned Vendor/Exhibit space or booth.

G. Vendors/Exhibitors are not granted exclusive rights to any specific product category at an event. All non-automotive items (i.e. apparel, baseball caps, hats and sunglasses) and specialty product type exhibits will be limited in number and/or booth size.

H. Baseball caps, apparel and sunglasses will NOT be allowed to be sold or promoted by any Vendor/Exhibitor that is not exclusively in the apparel and sunglass category.

I. Counterfeit or 'knock-off' merchandise will not be permitted. WPE will cooperate fully with law enforcement on this matter.

J. Display Vehicles: All Display Vehicles must remain in the assigned indoors booth space from close of set-up day through the last day of the event. NO 'in and out' privileges allowed for any indoor exhibited Display Vehicles – NO EXCEPTIONS.

K. Food or Drink Sales/Samples: Any Vendor/Exhibitor wishing to hand out or sell food or drinks of any kind during the event must have prior written consent from the facility concessionaire, as well as all proper health permits, etc.

L. Freight: Any shipments made to the event, and all arrangements and costs necessary to unload/load Vendor/Exhibitor freight, including forklifts, must be made through the facility or decorator, are the sole responsibility of the Vendor/Exhibitor and must be paid to the facility or event decorator. WPE and/or facility staff or decorator WILL NOT be held responsible for any freight or mail that is accepted on behalf of the Vendor/Exhibitor, whether missing or damaged.

M. All demonstration areas must be organized within the Vendor's/Exhibitor's exhibit space so as not to interfere with any pedestrian traffic in aisles. All demonstration tables and areas must be placed a minimum of 1'0" from the booth aisle line. Should customers/spectators interfere with the normal pedestrian traffic flow or overflow into neighboring exhibits, WPE may require that the demonstration either be moved to take place entirely within the Vendor's/Exhibitor's booth space or be eliminated altogether, with NO refund, transfer or credit due to such actions.

N. Show Management reserves the right to stop or remove from the Show any Vendor/Exhibitor, their representative or guest, performing any act or practice, which, in the opinion of WPE is objectionable or detracts from the dignity of the Show. Vendors/Exhibitors removed from the Show in this manner will not be eligible for refund of space costs.

O. Vendors/Exhibitors MUST keep the noise levels from demonstrations or music in their exhibit booth space to a minimum, and can never interfere with WPE or the facility public announcement systems. Discretion of WPE is final.

P. Voice amplification by Vendor/Exhibitor inside buildings or covered areas may not interfere with other exhibitors, WPE or the facility public announcement systems. Discretion of WPE is final.

Q. Booth space must be occupied by Vendor/Exhibitor staff during event hours.

9. SECURITY

WPE provides security and will exercise reasonable precaution for protection of property of exhibitors, but assumes no responsibility for loss or damage incurred during rental period.

10. PROPERTY DAMAGE

Neither WPE or Vendor/Exhibitor shall be responsible for any loss of damage to property of the other party hereto including, but not limited to loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable hereto with respect to any such loss or damage. It shall be the responsibility of WPE and Exhibitor/Vendor, respectively, to secure their own insurance or otherwise protect themselves and its property against any such loss or damage.

11. UNAVAILABILITY OF BOOTH SPACE

In the event booth space leased or any portion thereof is not available for occupancy upon commencement or during the term of this Agreement due to fire, casualty, acts of God, strikes, national emergency or any other cause beyond control of WPE, this Agreement and obligations of WPE and Vendor/Exhibitor hereunder shall terminate, and Vendor/Exhibitor hereby waives any claim against WPE for damages by reason of such termination, provided, however, that any unearned portion of the Lease fee due hereunder shall abate, or if previously paid, shall be promptly refunded by WPE to Vendor/Exhibitor.

12. LIABILITY RELEASE, INDEMNIFICATION & HOLD HARMLESS

A. The Vendor/Exhibitor and each person associated therewith (i.e. employees, spouses, guests, survivors, heirs, executors and representatives) as specifically represented by the person whose name and signature appears on this Application, herein agrees to indemnify, defend, and hold harmless and to release and forever discharge from any and all known and unknown damage, injury, death, loss liability, claims, penalties, actions, causes of action, judgments and liabilities of every kind and description (including court costs and attorney's fees), occasioned by, resulting from and/or related to conduct, actions and/or omissions of anyone connected with this event, including WPE; Hot August Nights, the owner of the event facility; all other vendors/exhibitors at the event; and each of their respective owners, shareholders, officers, directors, employees, agents, staff, independent contractors, representatives and servants; and any other persons connected with the promotion, production, management and/or presentation of any portion of the event.

B. The Vendor/Exhibitor, as represented by their signature on the front of this Application, agrees and specifically acknowledges that WPE and their officers, staff, employees, agents, representatives and/or servants, are herein totally absolved from any responsibility or liability whatsoever in any matters relating to any restrictions, controls and/or conditions imposed on the Vendor/Exhibitor by any regulatory agency or government authority (whether federal, state, regional or local), whether in connection with, before, during, or after this event, or otherwise.

C. Vendor/Exhibitor relinquishes any and all rights to any photos or video taken in connection with this event. It is understood that these photos and/or videos may be used for future promotions.