

2011 Hollywood Show Vendor/Sponsorship Contract



This agreement is valid for the show(s) listed per the items checked below. Payment in full or a deposit of no less than one-half the total fee must accompany this agreement. The balance of the total fee must be received at least two weeks before the show date. Post-dated checks are not permitted. Hollywood Show, LLC reserves the right to make the final selection of approved vendors.

Contact Information

Company _____
Contact Name _____
Phone _____ Fax _____
Billing Address _____
City _____ State/Province _____ Zip Code _____

Payment Information

AMEX MasterCard VISA Check # _____ **Total Amount Due: \$** _____
Name of Cardholder: _____
Card Number: _____ Exp. Date: _____ Security Code*: _____

*MC/VISA: last 3 digits of the number printed on the back of the card. AMEX: 4-digit number above the card number on the front of the card.

Signature: _____

Total Amount Due: \$ _____

(Make checks payable to Hollywood Show)

VENDOR/SPONSOR AVAILABILITIES

VENDOR TABLES	RATES	RESERVATION
6' Vendor Table (Wall)	\$200	
6' Vendor Table (Aisle)	\$175	
6' Swag Room Table	\$600	
Electricity (Optional)	\$50	
City of Burbank Permit	\$24 (REQUIRED)	

2011 SHOW DATES

February 11-13 ~ April 1-3 ~ July 15-17 ~ October 7-9

PLEASE NOTE: You must describe the type of merchandise you wish to display at The Hollywood Show. Under NO circumstances will pornographic material, including but not limited to video tapes or DVDs be allowed on the premise. Magazine and photographic material must be concealed. There are minors attending the event weekends and having material on public display is in violation of state and federal laws.

Additional information pertaining to vendor setup and Hollywood Show policies can be found on the second page of this agreement.

I hereby authorize The Hollywood Show to process the above requested order.

Authorized Signature

Title

Date

Please make a copy for your records and return this form with payment to:

The Hollywood Show ~ 41197 Golden Gate Circle, Suite 104 ~ Murrieta, CA 92562 ~ www.hollywoodshow.com

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TERMS AND CONDITIONS



This application is approved when signed by an authorized representative of The Hollywood Show, LLC. By submitting this agreement, the applicant requests exhibition space in The Hollywood Show (HS), subject to the terms and conditions set forth in this agreement. Upon acceptance by HS, HS agrees to allow vendors to use booth space at the above referenced show. This agreement shall not constitute a rental space but shall constitute only a revocable license to use booth space on the terms and conditions set forth below.

BY: _____ DATE: _____

SETUP AND DISPLAY HOURS:

VENDORS SETUP:	FRIDAY	5:00PM	UNTIL	9:00PM
	SATURDAY	8:00AM	UNTIL	10:00AM
	SUNDAY	8:00AM	UNTIL	10:00AM
DISPLAY HOURS:	FRIDAY	6:00PM	UNTIL	9:00PM
	SATURDAY	10:00AM	UNTIL	6:00PM
	SUNDAY	10:00AM	UNTIL	4:00PM
REMOVAL:	SUNDAY	4:00PM	UNTIL	7:00PM

- REGISTRATION, SETUP AND REMOVAL:** No one will be allowed into the show premises until they have checked in and been issued their vendor badge and or lanyard issued by HS. Badges and or Lanyards must be worn by Vendor and staff during the show. Vendor agrees to setup and remove his display for the exhibition hall within the dates and times specified in the agreement. Vendor agrees to have his vendor space open and ready for the transaction of business on the hour the show is open to the general public. Failure of Vendor to set up during specified move in times may at HS sole discretion result in a forfeiture of Vendor's exhibit space. All monies paid will be retained as liquidated damages. Vendor agrees to keep his exhibit space in continuous operation at all times during the show display hours specified herein. Vendor agrees that he will not begin to dismantle his exhibit until the show is officially closed on the closing date. Vendor will remove any and all debris, trash, tape, etc. from his exhibit space. Scotch tape and masking tape are the only acceptable materials to be used to mount merchandise to walls. Violators will not be invited back for future shows.
- DISPLAY:** No merchandise, partitions, apparatus, shelving, etc. may block aisles or exhibit access to exhibit spaces. All aisles, both in front and behind exhibit tables must be kept clear of debris and obstructions. All exhibits must remain within the confines of the Vendor's designated space. No chairs or merchandise are to be in the aisles. No merchandise, partitions, apparatus, shelving, etc. may extend more than six (6) feet above the exhibition hall floor in any part of the exhibition space; unless the exhibition space is a wall space or the Vendor has HS approval. No Vendor will be permitted to display merchandise which obstructs the view, occasion's injury or infringes on the displays of other Vendor's.
- SUBLETING:** The space contracted for is to be used solely by the vendor whose name appears on the agreement, and no portion can be sublet, shared or assigned without receiving written permission from HS. The Vendor executing this agreement is responsible for any and all activities in the assigned space including the actions of Vendor's staff, helpers, and others in the space. Any Vendor not abiding by this provision shall forfeit their space, all prepaid rentals and upon demand, pay any rent balances owing to HS.
- RESTRICTIONS:** HS reserves the right to restrict or remove exhibits or merchandise which in the discretion of HS is unsuitable, of inferior quality, of questionable authenticity, or anything of a character which might reflect badly upon HS. It is strictly forbidden to display or sell pornographic material, "pirated" films, video tapes, or recording artists' tapes at the show. Vendor agrees to plainly mark the price of all items for sale. Vendor agrees to plainly mark as such any damaged or reproduction items. Vendor agrees to guarantee all items sold will refund the purchase price of any merchandise, if there is any doubt that it is not as represented. Vendor shall not make any agreements or contracts in the name of HS or otherwise involve HS in sales to Vendor's customers. HS assumes no responsibility as to the authenticity of any merchandise offered for sale by Vendor's.
- SAFETY:** All exhibits must comply with all regulations imposed by the building management, City and State officials and Fire Marshal's Instructions. All equipment used by Vendor's, including but not limited to table covers, draperies, and curtains must be of flameproof material, and conform to fire and safety codes. There is no smoking in any exhibit space or hall. Pets of any kind, (with the exception of licensed service dogs) are not allowed on the premises.
- LICENSES & TAXES:** Any and all City, County, State of Federal licenses, inspections or permits required by law of any Vendor, shall be obtained by Vendor at his own expense prior to the opening of the show. The Board of Equalization of the State of California requires all persons offering merchandise for sale within the state to possess a valid sales tax permit and to collect the applicable California sales tax. Vendor shall have sole responsibility for the payment of all taxes and governmental charges.
- LIABILITY & INDEMNIFICATION:** Vendor shall indemnify and hold harmless HS and the Burbank Airport Marriott Hotel & Convention Center ("Facility") from and against any and all claims, damages, losses, lawsuits, injuries, costs, liabilities, and expenses including attorney's fees arising out of or resulting from the activities of the Vendor, or the officers, contractors', licensees, agents, guests, employees, invitees, or visitors of the Vendor. Vendor assumes the risk of any loss of damage to its property of to any person on or about the exhibit space. Neither HS nor the facility shall be responsible for loss or damage occurring to the exhibit, Vendor's personal property and merchandise or sustained by the Vendor from any cause. Vendor is entirely responsible for the exhibit space and shall not injure, mar or deface the premises in any way, and further agrees to reimburse HS and/or the facility for any loss of damage occurring to the premises. Should any litigation be commenced between the parties to this agreement concerning any provision of this agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to its reasonable attorney fees.
- CANCELLATION:** If this agreement is cancelled by Vendor or by HS because of Vendor's default or violation of this agreement, monies paid to HS by Vendor shall be retained as follows: If cancellation occurs two weeks or less before the start of the show, HS shall retain all the monies on deposit. The Vendor fee shall be liquidated damages for the direct and indirect costs incurred by HS for organizing, advertising, setting up and providing space for Vendor, losses and additional expenses caused by Vendor's withdrawal including reletting the space. All cancellations must be in writing. In the event that Vendor's application is not accepted by HS, Vendor's application fee shall be returned by HS. If Vendor's cancellation occurs at least two weeks before the start of the show, at HS' sole discretion, Vendor's monies will be either credited to Vendor's next booking or a refund less costs will be made. HS shall not be liable for any damages or expense incurred by Vendors in the event the show is delayed, interrupted or not held as scheduled.
- HS RESERVES RIGHT TO:** HS retains the right to restrict, exclude or evict Vendors of exhibits which, because of their method of operation, noise of other features become objectionable or which, in the opinion of HS may detract from the general character of the event as a whole. This includes persons, things, printed matter of anything else HS judges to be objectionable. JD reserves the right to prohibit Vendors and their representatives for the passing out literature. If the above mentioned action becomes necessary, the HS may retain the Vendor's fee paid as liquidated damages for breach of this agreement. HS reserves the right to add to or amend the terms and conditions of this agreement.
- SECURITY:** Each Vendor is responsible for the security of his exhibit. Tables should not be left unattended during display hours. Once display hours commence, no one may use fire exit doors for entrance or exit unless there is an emergency. To use these doors during display hours is a breach of security and will be grounds for forfeiture of exhibit space and/or non-acceptance of future applications for space.
- COMPLETE AGREEMENT:** This agreement contains all the terms and conditions upon by the parties hereto. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, and successors in interest of the parties hereto. In the event any one part of this agreement shall be deemed illegal or unenforceable by court of Law, the remainder shall remain in full force and effect. This agreement shall be governed by the laws of the State of California. The venue for resolution of disputes hereunder shall be in Burbank, California.