

# West Coast Art & Frame Expo

## Terms & Conditions For Exhibitors

**1. MASTER AGREEMENT:** This Agreement is subject to all the terms, conditions, and provisions of any agreement which has been or will be entered into between The West Coast Art & Frame Expo (hereinafter called Management) and host facility for the premises to be occupied by the WCAF Expo. Agreement may be amended from time to time. Exhibitor agrees to abide by the rules and regulations set forth here, in the Official Services Contractor Exhibitor Kit, and by the host facility.

**2. BOOTH DEPOSIT:** Exhibitor agrees to submit initial \$1,000.00 deposit at time of application. This deposit will be fully refundable up to five (5) business days after booth assignment. After five business days, the initial deposit is non-refundable. A second deposit of ten percent (10%) of total is due on the 30th of the month in which the initial deposit was made. This deposit will follow the regular refund policy.

**3. BOOTH PAYMENT:** Exhibitor is responsible for payment as follows: Twenty-five percent (25%) of total is due 160 days prior to show date; Fifty percent (50%) of total is due 130 days prior to show date; seventy-five percent (75%) of total is due 100 days prior to show date; one hundred percent (100%) of total is due 70 days prior to show date. If application is made less than seventy (70) days prior to show date, one hundred percent (100%) of the booth payment must accompany WCAF Expo application.

**4. CANCELLATIONS/SPACE CHANGES:** All cancellations, withdrawals, or requests for reduction in booth space must be made in writing. If Exhibitor cancels or withdraws 161 days or more before show date, there will be a full refund of any monies paid, less the non-refundable deposit. If Exhibitor cancels or withdraws 160 days or less, Exhibitor agrees to pay according to the following schedule: 160-131 days prior to show, 25% of booth amount is due. 130-101 days prior to show, 50% of booth amount is due. 100-71 days prior to show, 75% of booth amount is due. 70 days or less prior to show, 100% of booth amount is due.

**5. INSTALLATION/DISMANTLING:** All exhibits must be fully installed within the scheduled move-in hours. Booth installation outside the scheduled move-in hours must receive written permission from Management and the official service contractor. Management reserves the right to direct the official service contractor to set up the exhibit at the sole expense of the Exhibitor. Arrangement and payment for transporting goods to and from the show, receiving, decorating, and removal of exhibits are the exclusive responsibility of the Exhibitor. No exhibit may be dismantled before the Official Closing of the Exhibit Hall at the end of the Expo. All exhibits remaining in the convention center at the close of tear-down time shall be removed by the operations personnel of the hosting convention center and the Exhibitor shall be responsible for all labor and storage costs associated with the removal. Management accepts no responsibility whatsoever in the forced removal of an exhibit and shall not be responsible for any damage or loss as result of removal by convention center personnel.

**6. DEFAULT OF OCCUPANCY:** In the event Exhibitor fails for any reason to install its exhibit in its assigned space, or fails to pay the rental fee by the stated due dates or to comply with any other provision of this Agreement, then without notice to Exhibitor, Management may take possession of and assign said space to another party or parties. Exhibitor agrees to pay for any deficiency, loss, or damage of whatever kind because of such failure. Exhibitor agrees that if Management is unable to find a new occupancy, it shall have the right to occupy or allow said space to remain unoccupied without any refund, rebate, or allowance. All sums paid by Exhibitor shall be deemed to be liquidated damages resulting from Exhibitor default.

**7. SUBLEASING:** Exhibitor shall not sell, assign, or sublet any space allocated to it, or furnish any space of facility for any exhibits other than its own without the prior written consent of Management. Any violation of this provision shall be deemed a default.

**8. RE-LOCATION OF EXHIBITS:** If Management deems it to be in the best interest of the Expo, Management may assign Exhibitor to other space prior to the commencement of the Expo. Booth location is not guaranteed until final approval by the fire marshal and the host facility onsite. In the event of a re-location, Management will make a concerted effort to ensure that any exhibit space reassigned is the same style and size of the original space.

**9. FAILURE TO HOLD EXPO:** If Management is unable to conduct the Expo for any reason or if Exhibitor is unable to occupy any space assigned to it because of fire, unavoidable or inevitable accident, or for any other cause beyond the control of Management in the host facility, this Agreement shall terminate and Exhibitor shall be entitled to a full or proportionate refund, as the case may be, of all sums heretofore paid to Management pursuant hereto. No further claims are entitled.

**10. LIMITATION OF LIABILITY:** Management, agents, and employees shall not be responsible for any loss, damage, or injury to any of Exhibitors property, agents, or employees from any cause during the Expo.

**11. INSURANCE:** Insurance is required and all Exhibitors must provide a certificate of insurance for the event before they are permitted onto the Expo floor. For more information on purchasing insurance, please contact Management.

**12. INDEMNIFICATION:** Exhibitor agrees to indemnify and hold Management harmless from all claims, demands, liabilities, and expense of third parties arising as a result of the use of the space/premises occupied by the Exhibitor. This also applies to any act or omission of Exhibitor, agents, employees, or any other persons who are doing business with Exhibitor or who are at the space or the premises in which they are located, including, but not limited to, claims and demands for death, personal injuries, and property damage.

**13. WAIVER:** No failure by Management to insist upon the strict performance of any term or condition of this Agreement, or to exercise any right or remedy available as a result of a breach thereof, and no acceptance of full or partial payment required hereby during the continuance of any such breach shall constitute a waiver of any such breach, or of any such term or condition. No term or condition of this Agreement required to be performed by Exhibitor and no breach thereof shall be waived, altered, or modified except by a written instrument executed by Management. No waiver of any breach shall affect or alter any term or condition of this agreement, and each such term or condition shall continue in full force and effect with respect to any existing or subsequent breach thereof.

**14. AMENDMENT TO THE RULES:** Any and all matters or questions not specifically covered by these Rules and Regulations shall be subject solely to the decision of The West Coast Art & Frame Expo Management and/or their agents. These Rules and Regulations may be amended at any time and are binding on Exhibitor and shall become a part thereof.

**15. AGREEMENT:** By exhibiting at the West Coast Art & Frame Expo, Exhibitor agrees to abide by all terms and conditions set forth by Management, the host facility, and its union constituents, and the state of Nevada.