

## TERMS & AGREEMENT

SAN DIEGO FARM & NURSERY EXPO  
California Center for the Arts, Escondido  
*November 6, 2019*

**Exhibitor Set-up:** 7:00am – 8:30am

**Expo open hours:** 9:00am - 4:00pm

**Exhibitor Tear-down:** 4:00pm – 6:00pm

### TERMS AND CONDITIONS

This Agreement is between the company listed on the reservation ("Exhibitor") and the San Diego County Farm Bureau, ("SDCFB") with respect to Exhibitor's lease of exhibition space or an exhibition area at the trade show ("Expo"), held by SDCFB at the California Center for the Arts in Escondido.

### INSTALLATION BY EXHIBITOR

All decoration must be fireproof, and conform to Fire Department requirements. No fireworks, open flames, liquefied petroleum gas or flammable liquids are allowed. The use of crepe paper or similar material is forbidden. No exhibit may extend outside booth area. All exhibits must be complete and ready for display half hour prior to the opening of the Expo. All displays must be staffed during the Expo. All crates must be removed from the exhibition area half hour prior to the exhibition hours. Any exhibition not unpacked by that time will be placed in storage and will be returned only after exhibits close. Any cost incurred will be charged to the Exhibitor. Exhibitor must occupy their booth 30 minutes prior to expo opening. If not SDCFB may relocate or cancel exhibitor's space without notice and with NO refund or exchange.

### DISMANTLING

Exhibitor may start dismantling exhibit after the Expo closes and continue for two hours after the Expo closes. EXHIBITOR UNDERSTANDS THAT EARLY REMOVAL OF EXHIBITS OR DISPLAYS IS STRICTLY FORBIDDEN AND SUBJECT TO A FINE. If portions of the exhibition area are not vacated by Exhibitor at the end of the Expo, SDCFB is authorized to remove from said area at the expense of Exhibitor all of Exhibitor's property of any kind or description which may be then occupying any part of the exhibition area or the premises on which the rent has expired. SDCFB shall not be liable for any damages or loss which may be sustained, either by reason of such removal and SDCFB shall be expressly released from any and all claims for damages, expenses or costs of any kind. SDCFB may store Exhibitor's property in a public warehouse or elsewhere at the cost of and for the account of Exhibitor. Exhibitor agrees to pay any loss, expense or damage sustained by SDCFB in the event Exhibitor fails to vacate and deliver up possession at the time required by this Agreement including without limitation any loss or damages by reason of the inability of SDCFB to deliver possession of the area or premises to the next succeeding tenant. Exhibitor agrees that should SDCFB have to remove said property from the area or the premises that SDCFB has the option to retain said property to compensate it for the inconvenience.

### DRAYAGE

Neither SDCFB nor the exhibition hall will accept or store freight or empty crates. It is the responsibility of Exhibitor to contract for required shipping, storing, delivery, and receipt. All freight and materials for the exhibition hall must be delivered through the loading door areas. Exhibitor is responsible for erecting, assembling, dismantling, packing and unpacking its display.

### RETURNED CHECKS

There will be a \$25.00 charge on all returned checks.

**FINES:** Early breakdown = \$250

#### SPACE ASSIGNMENT AND REASSIGNMENT; PAYMENT

Exhibitor may indicate choice of booth space subject to the approval of SDCFB. SDCFB will generally assign booth space in order of receipt of the Exhibitor's completed application and payment. Reasonable effort will be made to assign space as requested. However SDCFB retains the right to allocate space in the best interest of the Expo. Balance due at time of signed agreement or at least 30 days prior to Expo. Reassignment or subletting of space is not permitted without prior written approval of SDCFB which may be withheld for any reason.

#### CANCELLATION AND TERMINATION:

The Exhibitor shall have the right to cancel this agreement by notice in writing no less than 60 days preceding the opening date of the Expo. All deposits/payments received by SDCFB up to the date of the cancellation are non-refundable and non-transferable. If cancellation is submitted in writing 60 days or less prior to the first day of the Expo, exhibitor is liable for full payment of the booth space. No refunds are given.

#### LIABILITIES; INDEMNIFICATION; INSURANCE

In the event the exhibition hall or any part of the exhibit areas thereof are unavailable whether for the entire Expo or a portion of the Expo as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, damage, acts of war, strike, lock out, labor dispute, riot, or any other cause or reason over which SDCFB has no control or should SDCFB decide that because of any such cause it is necessary to cancel, postpone or re-site the exhibit or the Expo, or reduce the installation time, the exhibit hours, or move-out time, SDCFB shall not be liable to Exhibitor with respect to any damage, expense or loss, direct or indirect, arising as a result therefrom. Exhibitors are responsible for their property and neither SDCFB nor the facility accept any responsibility for loss or theft. Exhibitor shall at all times protect, indemnify, save and hold harmless SDCFB, and its officers, employees and agents against and from any and all loss, cost, damage, suits, liability, or which arises from or out of, or by reason of, Exhibitor's acts or omissions, or occupancy or use of the exhibition area or hall or a part thereof. Exhibitor shall, at its expense and as a material part of this Agreement, obtain insurance to cover its exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. This insurance shall name SDCFB & the California Center for the Arts as additional insureds. It is understood that all Exhibitor's property shall remain under the Exhibitor's custody at all times. At no time will SDCFB be responsible for Exhibitor's property.

#### DISPLAY REGULATIONS

No signs or advertising are to be affixed to any of the walls, columns, doors, etc. by using staples, tacks, tape adhesive backing or any other method except with prior approval from SDCFB. All tape or other material or lighting fixtures, or speakers used in exhibit booths are to be removed following the Expo and the exhibition area is to be returned to its prior condition. If the exhibition area or any portions of the exhibition hall shall be damaged by the act, omission, default or negligence of Exhibitor, or its agents or employees, Exhibitor will pay to SDCFB such sum as shall be necessary to restore the exhibition area or hall to their original condition.

#### ADDITIONAL PROVISIONS

**Electricity is not included in booth price.** Any music that is played must have the permission of the rights holders. Dispensing of refreshments & the operation of sound equipment of any kind is subject to prior written consent of SDCFB. SDCFB reserves the right to refuse applications for any reason. SDCFB reserves the right to eject from the exhibition area and the hall in which such area is located any person deemed objectionable by SDCFB or to be in violation of SDCFB's rules. Upon the exercise of this authority, through action of any agent of SDCFB or security and/or police officer, Exhibitor waives any right to, or claim against, SDCFB for damages against SDCFB or any of its officers or agents, and shall indemnify and hold SDCFB harmless from any such rights or claims.

The right is also reserved to close exhibits or parts of exhibits that are in violation of SDCFB rules. This applies to displays, literature, advertising novelties, souvenirs, Exhibitor's conduct etc. No canvassing will be permitted in any other place than the assigned exhibit space.

Any alteration of this Agreement must be in writing, signed by both parties.

*If any action is filed to enforce or interpret this Agreement, the prevailing party shall be entitled to costs and attorney's fees. This Agreement is subject to the written acceptance by SDCFB.*