

SHOW CONTRACT

214 Flagstaff, AZ May 5, 6, &7, 2017 – NAU Skydome

****Liability insurance-** All exhibitors must secure \$1,000,000 minimum general liability insurance policy and a certificate of insurance, adding American Shows Inc. as an additional insured for the duration of the show including move in & move out.

1. EXHIBITOR: Contract is made between American Shows, Inc. and:

Company Name: _____

Name (please print): _____ Title _____

Our Company Sign to Read: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____ Cell Phone: (_____) _____

RESALENUMBER _____

Signature _____ Date _____

2. PAYMENT TERMS: A non-refundable, non-transferable 50% deposit for all exhibit space must be submitted to American Shows, Inc. before 60 days prior to the show date, and the remaining non-refundable balance of the exhibit space rental fee will be due and payable 60 days prior to the show date. Applications submitted 60 days prior to the show date or later must be accompanied by the full payment. To order or reserve exhibit space, this application and payment must be received in our office within 10 days of phone reservation.

3. PAYMENT: Please make checks payable to American Shows, Inc. and mail or fax the signed contract along with your **certificate of insurance** to our offices at **4 Via Verde, Rancho Mirage, CA 92270, or Fax 714-492-8272.**

American Shows, Inc. will make every attempt to comply with requests for exhibit space locations on a "first come first served" basis. Location assignments will be made solely at the discretion of American Shows, Inc. with every effort made to honor your requests, provided that payment according to the terms set forth in Paragraph 2 is received within ten days of order. Any returned check will be charged a \$20.00 Bank Service Fee.

For Credit Card Payments; Charge \$ _____ on my (circle one) Master Card, Visa Card or American Express only

_____ Billing Zip Code _____ B or CVV2 Code _____

Expiration Date ____/____/____ Name on Card _____ Signature _____

4. PRODUCT/SERVICE: Exhibitor agrees to exhibit only the following _____

5. BOOTH SPACE: Booth(s) #'s requested _____

6. American Shows Inc. internal use only: Approved date _____ **Space Number(s)** _____

_____ **Total Cost \$** _____ **Deposit \$** _____ **Due Date** _____

7. Exhibitor agrees to indemnify and save harmless American Shows Inc. (herein referred to as ASI), its officers, agents, deputies, and employees from any and all claims, causes of action, and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom Exhibitor may be liable under any workman's compensation law and exhibitor himself from any loss, damage, cause of action, claims or suits or damages including but not limited to loss of property, goods, loss profits, wares or merchandise, caused by, arising out of, or any way connected with the exercise by the Exhibitor of the privileges herein granted.
8. Exhibitor agrees, understands and hereby warrants that the use of the exhibit space as hereby designated and set forth above is solely for the purposes as set forth in this agreement and it is understood and agreed that the use of the exhibit space for any other purpose than set forth shall be cause for termination of this agreement and give the ASI the right to re-enter and repossess the exhibit space as designated in this agreement.
9. ASI makes no warranties, either expressed or implied, concerning the profitability of this show for the Exhibitor and/or the amount of shoppers expected to attend the show.
10. Exhibitor agrees that he or his duly authorized representative shall be in the exhibit area at all times during the regularly scheduled daily hours of the show in which the exhibit area is open to the public, and shall be on said premises during all such times to receive any and all notices and instructions from ASI or its duly authorized representatives.
11. Exhibitor agrees that this agreement is personal, he will not sublet, sell or assign all or any part of the space covered by this agreement or any rights in, to or under this agreement without first obtaining written consent thereto from ASI. Nothing in this agreement shall be interpreted to mean that such consent must be provided and ASI reserves the right to refuse any such sublet, assignment or sale. Exhibitor shall make no alterations in or changes to the exhibit space provided without permission of ASI.
12. Exhibitor understands and agrees that in order to attract the public to this show there must be an appropriate assortment of exhibits of proper quality with proper distribution within the show. ASI reserves the right to reassign booth spaces in order to improve the distribution, quality and assortment of exhibits.
13. Each exhibitor exhibits at his own risk in every respect, and should take steps to insure himself against any loss or damage, however cause. All Exhibitors are fully liable for any and all loss, injury or accident to themselves and any other person caused by any process or items inside or outside the exhibition venue for which they, or their representatives or servants, are responsible. No liability for such losses, injuries or accidents will be accepted by ASI. ASI assumes no responsibility should an Exhibitor experience any loss what so ever, or damage that may result directly or indirectly from the collapse of its exhibit whatsoever. Exhibitor hereby agrees to indemnify and hold harmless ASI, the owner and manager of the exhibition venue from and/or against any claim loss or liability as a result of an Exhibitor's construction, engineering or maintenance of an unsafe exhibit or display. Also the Exhibitor shall obtain all adequate insurance to cover any and all claims or liability should damage or claims be made.
14. ASI reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or remove any exhibit which, in the opinion of ASI, may detract from the general character of the Show as a whole, or consist of products or services inconsistent with the purpose of the Show. This reservation includes persons, things, conduct, printed material or anything of a character which ASI determines is objectionable. In the event of such restriction or removal, ASI shall not be liable for any refunds or other exhibit expenses.
15. Cancellation of Exhibitor space by Exhibitor will be accepted by ASI provided written notice is received 30 days prior to the opening of the exhibition. No payments received will be refunded to the Exhibitor. However, such payments may be credited to another show. Exhibitor will pay a cancellation fee equal to 50% of all cancelled space rental fee received. If an exhibitor cancels on or after 30 days prior to the opening of the exhibition a cancellation fee of 100% will be assessed to all exhibit rental fees received by ASI. ASI assumes no responsibility whatsoever should a show be cancelled, delayed or relocated as a result of any Act of God, or a result of a strike, riot, civil disorder, etc. The Exhibitor shall be responsible for payment for exhibit space regardless. All exhibit space must be occupied by 9:00 a.m. Friday prior to show time or said exhibit space will be considered cancelled and become property of ASI.
16. Exhibitor will be responsible for any and all licenses, permits or approvals required such as but not limited to; obtaining a Tax ID number, collecting and paying all city, state or local taxes, license fees or any other charges due to any governmental agency.
17. Exhibitor agrees to operate said stand or exhibit space, according to the rules and regulations specified in this agreement and incorporated herein by reference. Said rules and regulations are promulgated by ASI for the sake and efficient operation of the show and as such the ASI reserves the final and absolute right to interpret the rules and regulations, arbitrarily settle and determine all matters, questions and differences in regards thereto, or otherwise out of, or connected with the show.
18. ASI makes absolutely no warranties with respect to limitations on the quantity of competitor's spaces at the show including but not limited to, the types of goods offered, and/or services offered.
19. Exhibitor agrees and understands that individuals, firms, companies, corporations, organizations or others having a valid and duly signed contractual agreement with ASI must and shall confine their exhibits, displays, merchandise, or offerings for sale, solicitations, advertising, publicizing, informational printed matter, materials and/or signs in the specific area that has been designated under the terms and conditions of this agreement.
20. ASI does not agree herein to provide any decorations or display aids with the exhibit space, including but not limited to electricity, gas, telephone/fax lines, water, waste disposal, carpets, tables, chairs and signs. All of the above listed must be completed by ASI approved contractors only.
21. Exhibitor agrees that in the event Exhibitor fails to comply in any respect with the terms and conditions of this agreement, ASI shall retain all monies paid as liquidated damages. Parties agree that actual damages are difficult to ascertain in the event of breach, and the amount of liquidated damages stated herein are fair and reasonable.
22. Under no circumstance will ASI be responsible, or accept any liability for lost profits, lost wages or expenses that may occur to any Exhibitor, employer or servant whatsoever. Anyone viewing, visiting or participating in the Exhibitor's exhibit is deemed an invitee of the Exhibitor, not an invitee of ASI. ASI shall not be liable for any injury to anyone conducting, participating or viewing an Exhibitor's display. The Exhibitor assumes full responsibility and liability for any and all actions of its agents, employees, independent contractors and agrees to save harmless ASI and the exhibition venue from any and all responsibility from any action whatsoever.
23. No part of the venue building may be cut or damaged, nor any barrier interfered with, nor shall any fitting or exhibit be in any way attached to any part of the venue building structure. If any damage is done, the Exhibitor is fully liable to the owner of the property. All material used to decorate an exhibit must be flameproof. All wiring must conform with all safety rules and codes of all governmental agencies. Exhibitors must comply with all the rules and regulations set forth by the exhibit hall, ASI, and state or local officials.
24. Every term contained in this contract is severable from every other item. If any item should be judged unenforceable, it shall not affect the enforceability of other terms outlined in this contract. If legal action must be taken by ASI against an Exhibitor to enforce any provision of this contract, Exhibitor shall pay ASI reasonable attorney's fees, costs, plus simple interest at the rate of eighteen percent (18%) per year from the date of default until payment in addition to any other proceeds as granted by a court of law or an acceptable arbitration.
25. ASI reserves the right in its absolute discretion to change the dates, location and times of the Exhibition, the Hall and the location of the space and shall not be liable to the Exhibitor for any loss, damage, cost or expense incurred by the Exhibitor in consequence of any such change. ASI shall have complete discretion to determine the dates and times when the Exhibition shall be opened to the Exhibitor and the public. Nothing herein contained shall or shall be deemed to preclude or restrict the right of ASI from time to time to make any alterations or amendments to the annexed plan without the consent of the Exhibitor provided that the area of space shall not be less than that specified.
26. Exhibitor agrees to indemnify ASI against any claim or action by any of its purchasers arising out of any failure by the Exhibitor. ASI is not responsible for any products or services sold by an Exhibitor at the show or post-show for any reason.
27. Exhibitor shall not remove any goods or displays during the course of the Exhibition without the approval of ASI.
28. ASI and all purchased media assume no responsibility whatsoever for the failure of Exhibitor to supply prizes, promotional items, discounts, giveaways or other marketing materials promoted in conjunction with Exhibitions. The responsibility to deliver the above items or any other promotional items is the sole responsibility of each Exhibitor.