



SATURDAY April 27th, 2013 9am to 4 pm
550 Park Center Drive, Santee, California

APPLICATION AND AGREEMENT

EXHIBITOR APPLICATION

Exhibitor Contact Person Information:

Company _____

Name _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email Address _____

FINANCIAL INFORMATION

Person to who invoices should be sent:

Name _____

Address _____

City, State, Zip _____

Email Address _____

***Disclaimer:** Upon Receipt of funds via check or electronic transfer, this agreement is final and binding. Troy Marketing Agency, The Kids of America and City of Santee is not responsible for sales expectations by the exhibitor involvement. NO refunds or exchanges for another date upon receipt of payment. i.e. Weather issues, government cancellations or adjustments, or any other factor out of the company(ies) control – No Refunds. TMA, The Kids of America and City of Santee is not liable for any problems, injury, theft or damages before, during or after the event. All vehicles and vendors must carry their own liability insurance. TMA, The Kids of America and City of Santee reserves the right to refuse service to anyone.*

EVENT ORDER FORM

Non Profit 10’X10’ Booth (\$125.00) _____

Small Bus. 10’X10’ Booth (\$150.00) _____

Corporate 10’X10’ Booth (\$250.00) _____

Corner (\$75.00) _____

Administration Fee (\$35.00) \$35.00

TOTAL EVENT FEE _____

METHOD OF PAYMENT

POSTAL MAIL:

Make check payable to:
TMA- SantreeFest and an Earth Day Celebration
7514 Girard Avenue, Suite 1216
San Diego, CA 92037

Credit Card Authorization:

We accept:



Sign and fax to 858 729-1807 – 866-896-5722

Two options for payment By signing below you authorize TMA or The Kids of America to process payment.

X _____

(Authorized Cardholder Signature)

APPLICATION FOR EXHIBIT SPACE

The Exhibitor wishes to Exhibit at the Santree Festival and an Earth Day Celebration, CA on April 27th, 2013, from 9:00 – 4:00 PM and hereby applies for the exhibit space(s) and preferred booth location(s) specified below.

PREFERRED BOOTH LOCATION AND SIZE CONFIGURATION

Please indicate your first, second and third space location choices from the Exhibitor Floor Plan (showing sold and available booth spaces) which can be downloaded from <http://theearthday.com/contact.htm>

Indicate your three exhibit space numbers below:

1st _____ 2nd _____ 3rd _____

Booth Assignment _____ Size _____

Event Coordinator: _____

ACCEPTANCE BY APPLICANT

Upon receipt and acceptance of this application by TMA or The Kids of America, this application shall become a binding Agreement between the Exhibitor and TMA or The Kids of America. Faxed copies of this Agreement are legal and binding. The Terms and Conditions set forth in this Agreement are hereby incorporated by reference. The Exhibitor acknowledges that none of the exhibit space fee is refundable except as expressly set forth in the Terms and Conditions. By the signature below, the individual signing this Agreement represents and warrants that he or she has read, understood and agrees to abide by the Terms and Conditions of this Agreement and is authorized by the exhibitor to enter into the Agreement, which shall become binding upon acceptance by TMA or The Kids of America.

Signature _____ Date _____

Printed Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email Address _____

Notes: _____

EXHIBITOR AGREEMENT TERMS AND CONDITIONS

1. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all laws, rules, regulations (including safety regulations), and ordinances including all rules of City of Santee that Exhibitor agrees to obtain directly from the City of Santee. The Exhibitor shall construct exhibits to comply with the ADA (American Disability Act).

2. INDEMNITY AND LIMITATION OF LIABILITY

The Exhibitor and TMA or The Kids of America shall indemnify, defend and protect each other and hold each other harmless from any and all claims, demands, suits, liability damages, losses, costs, attorney's fees and expenses which might result or arise from gross negligence or willful misconduct in connection with either parties' participation in TMA or The Kids of America or any actions of its officers, agents, employees, or other representatives, provided that (i) the indemnified party gives prompt notice of the claim to the other party; (ii) the indemnifying party has sole control over the defense of the claim, including any decision to settle; and (iii) the indemnified party provides the other party with all reasonable assistance therein. Except for gross negligence or willful misconduct, neither TMA or The Kids of America, Exhibitor, any co-exhibitor, convention center or other exhibit space provider, nor any of their officers, agents, employees, facilities, other representatives, or assigns shall be liable for, and are hereby released from, any claims for damage, loss, harm, or injury to the person, property or business of the parties or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the exhibition facility or intermediate staging facilities, accident, or any other reason in connection with TMA or The Kids of America or any planning meetings, demonstrations, or staging. TMA or The Kids of America shall not be responsible for the security of Exhibitor's equipment or its proprietary software or hardware information, and Exhibitor shall have full responsibility for any theft or other loss, including any subrogation claims by its insurer. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability.

3. BOOTH ASSIGNMENT

Every attempt will be made to assign space as preferred by the Exhibitor. However, in rare occasions, it may be necessary to re-assign booth location. TMA or The Kids of America retains the exclusive right to re-assign at its option TMA or The Kids of America, only promises square footage leasing of booth space.

4. RIGHT TO REFUSE

TMA or The Kids of America reserves the right to review and reject any application for exhibit space without prejudice.

5. USE OF EXHIBITION SPACE

Exhibitor shall not sell or exchange goods or money outside designated booth assignment. Exhibitor shall not assign to a third party its Exhibition space or any portion of that space without the prior written consent of TMA or The Kids of America, which TMA or The Kids of America grant or withhold at its sole discretion. If such permission is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives and the Exhibitor shall not charge its assignee more than a fair proportionate share of the exhibit fee. Permission to assign or share space shall not be given unless the assignee or person, who is going to share the space, agrees to and does assume all of the responsibility, liabilities and terms of this Agreement. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area. TMA or The Kids of America reserves the right to withdraw its acceptance of this Agreement if, in its sole discretion, it determines that the Exhibitor is not eligible to participate or that the Exhibitor's product is not eligible to be displayed in this Exhibition, or that the Exhibitor or any of its representatives fail to conduct themselves in accordance with normal standards of decorum and good taste.

6. EXHIBITION HOURS

Exhibitors will comply with published TMA or The Kids of America exhibit hours. TMA or The Kids of America reserves the right to change the exhibit hours without prior notice.

Exhibit Times 9am to 4pm

Exhibit Set Up Time 6:00am to 8:45 am. Late arrival constitutes a \$50.00 dollar fee payable before entry. No Exceptions. No REFUNDS. Note: 10 minute parking allowed in loading zone.

Exhibit Take Down Time 4:00pm

7. INSTALLATION AND DISMANTLING

If Exhibitor fails to set up its display in its assigned space by 8:45 am Saturday, April 27th, 2013, leaves its space unattended, or fails to remit payment at times specified, TMA or The Kids of America shall have the right to take possession of the space and utilize such space in any manner TMA or The Kids of America chooses. Exhibitor may not dismantle the display until the Exhibition is finally closed to the public, at the time indicated by ABE or Children's Coalition.

8. SPACE EQUIPMENT AND SERVICES

Each exhibit space will include general show security service and exhibitor badges for Exhibitor staff. No Exhibit may be built or erected to exceed the height limitation of eight (8) feet as set forth in the Exhibitor's Kit and Manual. Any Exhibitor whose booth exceeds the height limitation will be required at his own expense to alter the display in order to conform to these regulations. TMA or The Kids of America shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the guide or other materials.

9. EXHIBITOR EQUIPMENT AND SERVICES

Exhibitor will install its equipment and display in accordance with the schedule distributed by TMA or The Kids of America with final space assignment. Exhibitor agrees to provide service and support for installed products. At the discretion of TMA or The Kids of America, products not maintained in acceptable working condition may be removed from the display floor, without refund to the Exhibitor of any fees or payments. No exhibit merchandise, equipment, container or packing material shall be left in any corridor; all such items shall be kept within the exhibit spaces. No container or packing materials shall be brought into or out of exhibit space during exhibit hours.

10. CONTRACTOR SERVICES INFORMATION

Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and re-crating of displays. These services, if desired, may be arranged for with the official conference decorator or carrier. TMA or The Kids of America, any co-sponsor or convention center or other exhibit space provider will not be responsible for the performance or any act or omission of these contractors.

11. CANCELLATION OR TERMINATION OF EXHIBITION

If for any reason beyond its reasonable control including, fire, strike, earthquake, damage, construction or renovation to the Exhibition Center, government regulation, public catastrophe, Act of God, or any similar reason, TMA or The Kids of America shall determine that the Exhibition or any part may not be held, TMA or The Kids of America may cancel the Exhibition or any part thereof. In that event, TMA or The Kids of America shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate fees received which remain after deducting all expenses (i.e. advertising, permit fees, insurance, transportation, staffing, equipment, admin, rentals) incurred by ABE or Children's Coalition.

12. EXHIBITOR CANCELLATION OR BOOTH DOWNSIZING

All payments made to TMA or The Kids of America under this Agreement shall be deemed fully earned and non-refundable in consideration for expenses incurred by ABE or Children's Coalition. If Exhibitor cancels its participation in the Exhibition TMA or The Kids of America may retain payments received from the Exhibitor. If Exhibitor fails to make any payment described in this Agreement by the due date, TMA or The Kids of America may terminate Exhibitor's participation in the Exhibition without further notice and without any obligation to refund previous payments.

13. PAYMENT TERMS

Payment in full is required unless otherwise specified in the "Payment Terms" portion of the Agreement. All amounts not paid when due shall be subject to interest at the rate of eighteen percent (18%) per annum. A fee of Fifty dollars (\$50.00) will be charged for any returned or canceled check. The Exhibitor hereby agrees to pay all collection costs incurred by TMA or The Kids of America including without limitation reasonable attorneys' fees, to collect any amounts due hereunder.

14. EXHIBITOR CONDUCT

Exhibitor and all of its representatives shall conduct themselves at all times in accordance with normal standards of decorum, and good taste. ABE or Children's Coalition reserves the right to eject from the Exhibition any Exhibitor or representative violating those standards.

15. LIABILITY

Under no circumstances will any party to this Agreement, any co-sponsor or the convention center or other exhibit space provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not apprised of the possibility or likelihood of such damages or lost profits. In no event shall TMA or The Kids of America liability under any circumstance, exceed the amount actually paid to it by the Exhibitor for exhibit space. TMA or The Kids of America makes no representations or warranties including, but not limited to, the number of persons who will attend the Exhibition.

16. CARE OF BUILDING AND EQUIPMENT

Exhibitors or their agents may not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. If such damage occurs, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof. Electric wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the Exhibition is located, and of any other government authority maintaining jurisdiction over the convention center that affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the Exhibit hall. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit hall and TMA or The Kids of America with respect to the installation, conduct and disassembly of its Exhibit.

17. TAXES AND LICENSES

Exhibitor shall be responsible for obtaining any licenses, permits or approvals under local or state law applicable to its activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the Exhibition.

18. NOISE CONTROL

TMA or The Kids of America reserves the right to monitor or prohibit the use of any electronic equipment or machinery that it determines, in its sole discretion, is detracting from other exhibits.

19. BOOTH MUSIC

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source. Exhibitor agrees to obtain such written permission. Evidence of such an agreement must be available for TMA or The Kids of America upon request. In the event written confirmation cannot be documented the vendor agrees to cease playing the music.

20. LOTTERIES/CONTESTS

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from TMA or The Kids of America Management.

21. SECURITY

Security will be provided to patrol during Exhibition and after Exhibition hours. The exhibit hall must be vacated within one half hour after exposition closing. Exhibitors will be allowed to enter the exhibit hall upon presentation of a proper exhibit badge/pass only.

22. REFUNDS

There will be no refunds if an Exhibitor cancels their participation in the event.

23. RESOLUTION OF DISPUTES

In the event of a dispute or disagreement between: Exhibitor and an Official Contractor; or between Exhibitor and a Labor Union or Labor Union Representative; or between two or more Exhibitors; all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by TMA or The Kids of America Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

24. DISPUTE RESOLUTION BETWEEN ABE OR CHILDREN COALITION AND EXHIBITOR

If a dispute arises out of or relating to any aspect of this Agreement and/or transactions, duties, or obligations to be performed under this Agreement between Exhibitor and TMA or The Kids of America or the breach thereof, and if the dispute cannot be settled through negotiation, TMA or The Kids of America and Exhibitor agree to submit such disputes to mediation with a mediator approved by the Parties to the dispute.

If the Parties resolve their disputes through mediation, the Parties shall share the mediator's fees evenly but pay their own attorneys' fees and other expenses related to mediation.

If mediation fails to resolve all disputes within thirty (30) days after the Parties submit the dispute to a mediator, then either Party may file a court action or request arbitration. The Parties agree that mediation is a pre-condition to filing an action of any kind. The prevailing Party in any action or arbitration relating to transactions contemplated by this Agreement shall be entitled to costs and expenses including reasonable attorneys' fees and the attorney's fees and expenses incurred in connection with mediation that failed to resolve the dispute.

25. ARBITRATION

By initialing this arbitration provision, Exhibitor and TMA or The Kids of America are agreeing to have any and all disputes that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the services provided by TMA or The Kids of America to Exhibitor, decided only by binding arbitration in accordance with the rules of American Arbitration Association and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TMA or The Kids of America and Exhibitor shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 128305. In agreeing to this arbitration provision, TMA or THE KIDS OF AMERICA AND EXHIBITOR ARE SPECIFICALLY GIVING UP:

(I) ALL RIGHTS TGE AND EXHIBITOR MAY POSSESS TO HAVE SUCH DISPUTES DECIDED IN A COURT OR JURY TRIAL; AND,

(II) ALL JUDICIAL RIGHTS, INCLUDING THE RIGHT TO APPEAL FROM THE DECISION OF THE ARBITRATOR(S).

IF EITHER TGE OR EXHIBITOR SHOULD REFUSE TO SUBMIT TO ARBITRATION, EITHER TGE OR EXHIBITOR MAY BE COMPELLED TO ARBITRATE UNDER CALIFORNIA LAW. TGE AND EXHIBITOR ACKNOWLEDGE THE ABOVE, AND THAT THIS MUTUAL AGREEMENT FOR BINDING ARBITRATION IS VOLUNTARY.

(Exhibitor Initial Here)

(Host Initial Here)

26. AGREEMENT TO TERMS, CONDITIONS AND RULES

Exhibitor agrees to observe and abide by the foregoing terms and conditions and by such additional terms, conditions, and rules made by TMA or The Kids of America from time to time for the efficient and safe operation of the Exhibition. In addition to TMA or The Kids of America right to close a display and withdraw its acceptance of the application, ABE or Children Coalition in its sole judgment, may refuse to consider for participation in future Exhibitions an Exhibitor who violates or fails to abide by all such terms, conditions, and rules. This Agreement represents the entire Agreement between the Exhibitor and TMA or The Kids of America concerning the subject matter of this application. TMA or The Kids of America is not making any warranties or other agreements except as set forth above. Any amendment to this Agreement must be in writing signed by both parties. The headings used in this Agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this Agreement. The rights of TMA or The Kids of America under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of TMA or The Kids of America. If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heirs, successors, and assigns of the Exhibitor subject to the terms of this Agreement regarding assignment.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. EXHIBITOR SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Exhibitor Signature: _____

Date _____

TMA Agent Signature: _____

Date _____