

# The GREEN Expo

SATURDAY and SUNDAY, April 24<sup>th</sup> – 25<sup>th</sup>, 2010 10am to 6 pm

Mile Square Park ~ Orange County

16801 Euclid, Fountain Valley, CA 92708

## EXHIBITOR APPLICATION AND AGREEMENT

**Print it – Sign it – Fax it to: (818) 709-7766**

### EXHIBITOR APPLICATION

#### EXHIBITOR INFORMATION

*Exhibitor Contact Person Information:*

Company \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Website \_\_\_\_\_

#### FINANCIAL INFORMATION

*Person to who invoices should be sent:*

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

***Disclaimer: Upon Receipt of funds via check or electronic transfer this agreement is final and binding. The Green Expo is not responsible for sales expectations by the exhibitor involvement. NO refunds or exchanges for another date upon receipt of payment. Weather issues or floods – No Refunds. The Green Expo is not liable for any problems, injury, theft or damages before, during or after the expo. All vehicles and vendors must carry their own liability insurance. The Green expo reserves the right to refuse service to anyone.***

### EVENT ORDER FORM

Outdoor 10'X10' Booth (\$600) \_\_\_\_\_

Outdoor 10'X20' Booth (\$900) \_\_\_\_\_

Non Profit 10'X10' Booth (\$350) \_\_\_\_\_

Workshop (\$1250) \_\_\_\_\_

TOTAL EXPO FEE \_\_\_\_\_

Interested in Program Guide Advertising? YES \_\_\_ NO \_\_\_

Interested in Textbook Cover Advertising? YES \_\_\_ NO \_\_\_

EXPO SALES AGENT Name \_\_\_\_\_

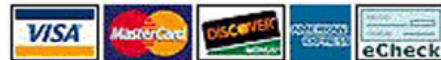
### METHOD OF PAYMENT

#### **BY POSTAL MAIL:**

**Make check payable to:  
The Green Expo  
17939 Chatsworth Street, Suite 166  
Granada Hills, CA 91344**

#### **BY THE INTERNET:**

*We accept:*



Name on card \_\_\_\_\_

**Sign and fax to 818 709-7766**

**Two options for payment: Visit the web site and process yourself or: By signing below you authorize TGE to process payment.**

**X** \_\_\_\_\_

**(Authorized Cardholder Signature)**

## APPLICATION FOR EXHIBIT SPACE

The Exhibitor wishes to Exhibit in THE GREEN EXPO (TGE) to be held in Orange County, CA on April 24<sup>th</sup> & 25<sup>th</sup>, at Mile Square Park 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://www.thegreenexpo.net/mile\\_square/la\\_%20event\\_info.html](http://www.thegreenexpo.net/mile_square/la_%20event_info.html)

Indicate your three exhibit space numbers below:

1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

Booth Assignment \_\_\_\_\_ Size \_\_\_\_\_

### ACCEPTANCE BY APPLICANT

Upon receipt and acceptance of this application by The Green Expo (TGE), this application shall become a binding Agreement between the Exhibitor and TGE. 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 TGE.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

### Notes:

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# **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 park rules of Orange County Parks that Sponsor agrees to obtain directly from the Orange County Parks. The Exhibitor shall construct exhibits to comply with the ADA (American Disability Act).

## **2. INDEMNITY AND LIMITATION OF LIABILITY**

The Exhibitor and TGE 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 TGE 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 TGE, 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 TGE or any planning meetings, demonstrations, or staging. TGE 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. TGE retains the exclusive right to re-assign at its option.

## **4. RIGHT TO REFUSE**

TGE 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 on the Exhibition floor. Exhibitor shall not assign to a third party its Exhibition space or any portion of that space without the prior written consent of TGE, which TGE may 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. TGE 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 TGE exhibit hours. TGE reserves the right to change the exhibit hours without prior notice.

Exhibit Times 10am to 6pm

Exhibit Set Up Time 6:00am to 9:30am. Late arrival constitutes a \$100 fee payable before entry. 15 minute parking allowed in loading zone.

Exhibit Take Down Time 6:00pm

## **7. INSTALLATION AND DISMANTLING**

If Exhibitor fails to set up its display in its assigned space by 9:30 am, leaves its space unattended, or fails to remit payment at times specified, TGE shall have the right to take possession of the space and utilize such space in any manner TGE chooses. Exhibitor may not dismantle the display until the Exhibition is finally closed to the public, at the time indicated by TGE.

## **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 as set forth in the Exhibitor's 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. TGE 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 TGE with final space assignment. Exhibitor agrees to provide service and support for installed products. At the discretion of TGE, 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. TGE, 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, TGE shall determine that the Exhibition or any part may not be held, TGE may cancel the Exhibition or any part thereof. In that event, TGE will refund ten (10) percent of the actual cost of the booth and will refund the said funds within thirty (30) calendar working days after the scheduled event.

## **12. EXHIBITOR CANCELLATION OR BOOTH DOWNSIZING**

All payments made to TGE under this Agreement shall be deemed fully earned and non-refundable in consideration for expenses incurred by TGE. If Exhibitor cancels its participation in the Exhibition TGE may retain payments received from the Exhibitor. If Exhibitor fails to make any payment described in this Agreement by the due date, TGE 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 thirty-five dollars (\$35.00) will be charged for any returned or canceled check. The Exhibitor hereby agrees to pay all collection costs incurred by TGE 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. TGE 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 TGE's liability under any circumstance, exceed the amount actually paid to it by the Exhibitor for exhibit space. TGE 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 TGE 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**

TGE 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 TGE 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 TGE 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. 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 TGE Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

## **23. DISPUTE RESOLUTION BETWEEN TGE 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 TGE or the breach thereof, and if the dispute cannot be settled through negotiation, TGE 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.

**24. 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 TGE from time to time for the efficient and safe operation of the Exhibition. In addition to TGE's right to close a display and withdraw its acceptance of the application, TGE 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 TGE concerning the subject matter of this application. TGE 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 TGE under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of The Green Expo. 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 Signature \_\_\_\_\_

Date \_\_\_\_\_

Exhibitor Signature \_\_\_\_\_

Date \_\_\_\_\_