



EXHIBITOR CONTRACT

PENINSULA HOME & REMODEL EXPO

OCTOBER 5 – 6, 2019

Date: _____

This AGREEMENT is made by and between the Kitsap Building Association ("KBA") and: _____

Company Owner Name ("Exhibitor") _____ Business UBI #: _____

Trade Name (The Name You Will Use in the Exhibition): _____

Exhibitor Contact Person (The Person Responsible for Booth Operation): _____

Exhibitor's Mailing Address: _____ City: _____ State: _____ Zip: _____

Best Phone: _____ Best Cell #: _____ Fax #: _____

E-mail: _____

Description of Exhibit Display (Products/Services provided): _____

Additional Contact Information (Local or on-site representative – person present on site for set-up, tear-down and/or working the booth, if different from those listed above): Name: _____ Best Phone #: _____

Specific Terms

1.1 Exhibition Event: Peninsula Home & Remodel Expo

1.2 Facility: Kitsap Sun Pavilion outdoor surrounding areas at the Kitsap County Fairgrounds, 1200 NW Fairgrounds Road, Bremerton, WA 98311.

1.3 Exhibitor Space and/or area designated by KBA

1.4 Exhibitor Space Fee as calculated on the Exhibitor Order Form and may increase or decrease dependent upon final booth location & number.

1.5 Initial Deposit of no less than 50% of space fee paid with this contract or no later than the date designated by KBA as found on the Exhibitor Order Form.

1.6 Balance Due and Due Date: September 6, 2019, or immediately if contract submitted after August 2, 2019.

1.7 Set-up Commencement Date and Time: Friday October 4, 2019 at 8:00am till 8pm

1.8 Exhibition Dates and Hours: Saturday, October 5, 9am-6pm & Sunday, October 6, 10am-4pm

1.9 Termination Date and Time: Monday, October 7, 2019 1:00 pm

1.10 General Terms: Exhibitor has read and accepts the General Terms affixed hereto which are incorporated herein.

Exhibitor Signature

Russ Shippet, Executive Officer
Kitsap Building Association

Return to: Kitsap Building Association

5251 Auto Center Way

Bremerton, WA 98312

(360) 479-5778 – Fax (360) 479-0313 – Email KBAEvents@KitsapBuilds.com

General Terms to Exhibitor Contract

2.1 Payment Terms: Failure of Exhibitor to make full payment by **September 6, 2019** shall entitle KBA, at its option, to cancel this Agreement without notice and Exhibitor shall remain liable for any unpaid balance. A \$35.00 charge will be assessed for any check returned by the bank and all other fees for a returned check will be charged to the Exhibitor. All out of county Exhibitors must pay for Exhibitor Space with cash, cashier's check, or major credit card.

2.2 Exhibit Set-Up: Exhibitor's Display may be set up on the set-up Commencement Date but must be fully set up by opening time on the first day of the Exhibition. Exhibitors will be admitted to the Facility one (1) hour prior to the Exhibition Hours on all days of the Exhibition.

2.3 Dismantling & Removal: Exhibitor's Display shall not be removed **until closing** on the final date of the Exhibition, and must be out of the Facility and outside grounds by the Termination Date and Hour. Refer to 1.9

2.4 Exhibit Space: All interior exhibit Space consists of 10 foot by 10 foot units unless otherwise noted on the floor plan, as measured from the center of the vertical aluminum supports and aisle posts. Each unit is furnished with aluminum supports and aisle posts with an 8 foot high back curtain and a 3 foot high side curtain from which flame proofed cloth drapes are suspended, except for double end spaces. For every 10 linear feet of back curtain a 20 amp/110 volt electrical outlet will be provided upon request for use in the Facility. All electrical equipment is provided by Kitsap County and must be left in the booth(s). Any lost equipment is subject to a \$70.00 fee. An 8 foot display table and one (1) chair are provided when requested on the Exhibitor order form. Standard booth configuration, as described in the construction specifications and requirement, will be acceptable for display in the Exhibition, with no further acknowledgments. Any Exhibitor's Space which does not conform to the construction specifications and/or the electrical requirements will require review and approval by the Kitsap Building Association. Excess electrical usage may result in KBA turning off electrical devices in Exhibitor Space(s). All Spaces are subject to availability and final assignment by the Kitsap Building Association.

2.5 Exhibitor Parking: During the Exhibition Hours, Exhibitors and their personnel must park all vehicles in parking areas designated by the Kitsap Building Association for Exhibitor parking. Exhibitors shall not park in the parking lot in front of the Pavilion or in the parking lot south of the Pavilion. Refer to designated areas for Exhibitor vehicles, trucks, trailers and RV parking in Exhibitor Bulletin Packet-Exhibitor Parking Requirements.

2.6 Oversize Displays: The aisles, passageways and overhead spaces remain under the control of KBA, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except by written permission of the Kitsap Building Association.

2.7 Exposed Surfaces: All exposed surfaces of any display that face another Exhibitor's space must be finished in a tasteful manner so as it will not distract from the other Exhibitor's display. It is the responsibility of each Exhibitor to finish their own surfaces. Exhibitor's exposed surfaces will be covered with non-advertising text or graphics.

2.8 Exhibitor Daily Entry: Each Exhibitor will be furnished with 6 employee **Exhibitor Employee Passes** will be required for entry to the Facility during the Exhibition. Additional Exhibitor Employee Passes may be purchased as set forth in the Exhibitor order form.

2.9 Exhibitor Conduct: All Exhibitors and their personnel must remain within the confines of their own Spaces and no Exhibitor will be permitted to erect signs or display products obstructing the view, occasion injury or disadvantageously affect the display of other Exhibitors. All demonstrations and distribution of circulars and promotional material must be confined to the limits of the Exhibitor's booth. Exhibits which include the operation of musical equipment or instruments, radios, sound motion picture equipment, public address systems, or any noise making machines must be operated so that the noise resulting therefrom will not annoy or disturb adjacent Exhibitors and their patrons, and must be approved by the Kitsap Building Association. Exhibitors are required to have their exhibit Space neat and orderly at all times. An attendant must remain within Exhibitor's Space during all Exhibition Hours. No Exhibitor shall provide to the public any food or beverages without the written permission of the Kitsap Building Association. All personnel shall conduct themselves in a professional manner and shall not be under the influence of alcohol or drugs. Excluding certified trained service dogs, no pets shall be permitted within the Facility.

2.10 Booth Occupancy: Exhibitor's Space is to be used solely by Exhibitor and no portion can be sublet or assigned without the prior written permission of the Kitsap Building Association. Exhibitor shall forfeit its right to the Space, all prepaid rentals and upon demand, shall pay any unpaid fees owing to KBA if it fails to occupy or use its Space or to have its exhibit completed and in place by opening time on the first day of the Exhibition.

2.11 Material Delivery: No materials or merchandise may be delivered to the Facility until the Set-up Commencement Date. All shipments must be prepaid. The shipping address is Kitsap Sun Pavilion, 1200 NW Fairgrounds Road, Bremerton, Washington 98311.

2.12 Special Requirements for Kitsap Sun Pavilion: Exhibitors must comply with County and KBA requirements to protect the flooring in the Kitsap Sun Pavilion.

2.13 Licenses: Any and all County, State or Federal Licenses, inspections or permits required by law of any Exhibitor in the installation of or operation of its display shall be obtained by the Exhibitor at its own expense prior to the opening of the Exhibition.

2.14 Cancellation of Contract: If this agreement is canceled by Exhibitor for any reason, or by KBA because of an Exhibitor's default or violation of this agreement, monies paid to KBA by Exhibitor shall be retained as follows: If cancellation occurs 45 days or more before the start of the show, KBA shall retain 25% of the total rental cost of the Space (s) and return the balance to the Exhibitor. If cancellation occurs within 45 days of the show, the entire rental paid to date by Exhibitor shall be retained by KBA. The retained rental shall be liquidated damages for the direct and indirect costs incurred by KBA for organizing, setting up and providing space for the Exhibitor, and losses and additional expenses caused by the Exhibitor's withdrawal including re-renting the Space. All cancellations must be in writing.

2.15 Rights of KBA in Event Exhibition is Not Held: KBA shall not be liable for any damages or expense incurred by Exhibitor in the event the Exhibition is delayed, interrupted or cancelled; if for any reason beyond the reasonable control of KBA the Exhibition is cancelled or delayed, KBA may retain so much of the fees paid by Exhibitor as is necessary to defray the expenses already incurred by the KBA.

2.16 Security for Rental. Failure of an Exhibitor to pay rental as specified herein shall entitle KBA to take possession of all merchandise, materials and exhibits displayed by Exhibitor and retain the same as security for such unpaid rental. KBA shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate whether by sale or otherwise. Any sale proceeds shall be retained by KBA in payment of expenses incurred in disposing of any property and in payment of unpaid rental.

2.17 Care, Use, and Maintenance of Space: Exhibitor agrees to use the space within the Facility for the sole and exclusive purpose of participating in the Exhibition by displaying the Exhibit(s) described above within the confines of Exhibitor's Space during the Exhibition Date(s) and Times.

2.18 Indemnification: The Exhibitor shall save, defend, indemnify and hold KBA, the Kitsap Building Association, Kitsap County and their respective Directors, Officers, Members, Commissioners, Employees, Agents and Volunteers (the "Indemnified Parties") harmless for and from all claims, demands, causes of action, liability and damages, including attorneys fees (collectively "Claims") arising from or related to (i) any act or neglect of Exhibitor and/or its agents, officers, and personnel; (ii) Exhibitor's display, sale, or disposition of any goods, merchandise, products or services including specifically claims arising from or relating to any defects or claimed defects associated therewith; and (iii) claims asserted by Exhibitor's own employees or personnel. Exhibitor specifically waives and with respect to the Indemnified Parties only, any immunity under the Worker's Compensation Act, Title 51 RCW.

2.19 Insurance: Exhibitor shall provide and maintain liability insurance naming "KBA" and "Kitsap County, its Officers, Directors, Agents, and employees" as additional insured providing coverage against any Claims against the Indemnified Parties, the limits of liability of which shall be in amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence and \$2,000,000.00 general aggregate.

2.20 Limitation of Liability: The KBA, Indemnified Parties shall have no liability to Exhibitor or Exhibitor's employees or customers from any cause whatsoever. Exhibitor assumes all risk of loss for damage to or loss of Exhibitor's personal property from theft, vandalism, and all other casualties and/or perils.

2.21 KBA's Reserved Rights: KBA reserves the right to remove any personnel who fail to comply with any of the terms set forth in this Agreement. In the event an Exhibitor's display is not "show ready" by opening time on the first day of the Exhibition, an Exhibitor's Display is not dismantled and fully removed from the Facility and grounds by the Termination Date and Time, an Exhibitor's booth is not staffed during all Exhibition Hours, or an Exhibitor otherwise fails to comply with the terms of this Agreement, KBA reserves the right to retain all of fees paid by Exhibitor, remove Exhibitor's Display and all personal property of Exhibitor and its personnel on or about the Facility, re-let the Space to another Exhibitor (without any duty to do so), and assess Exhibitor with a fee of \$500.00, together with any actual costs, fees or damages incurred by KBA, all without prejudicing KBA's right to pursue any remedies available under the laws of the State of Washington.

2.22 Disputes: In the event any dispute arises between the parties, venue and jurisdiction shall lie exclusively in the State courts for Kitsap County and, if demanded by KBA, all such disputes shall be resolved by means of Binding Arbitration pursuant to Chapter 7.04 RCW. In the event any action is instituted, including an arbitration proceeding or appeal, the substantially prevailing party shall be awarded its costs and attorney fees.

2.23 Complete Agreement: This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.