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# 39TH ANNUAL SPORTS, VACATION & RV SHOW

## EXHIBIT SPACE APPLICATION - JANUARY 22nd - 30th, 2022

**INSIDE EXHIBIT AREA** - Please reserve a total of \_\_\_\_\_ 10' x 10' in-line booths @ \$1455.00 and/or \_\_\_\_\_ 10' x 10' corner booths @ \$1565.00 each. Includes one (1) 10 AMP (1000 watts) outlet per booth.

**MIDWAY EXHIBIT AREA** - Please reserve a total of \_\_\_\_\_ midway spots @ \$1595.00 each. Midway spots include enough space for an average RV. You may live aboard. Includes 30 AMP electric hookup, water and a mobile sewage service dumps holding tanks. **Please indicate your type of RV** (Please circle one) MH TT 5<sup>th</sup> Other **Length of RV** \_\_\_\_\_

**MAXI MIDWAY SPOT** - Please reserve a total of \_\_\_\_\_ Maxi Midway spots @ \$1455.00 ea. Maxi Midway spots are 10'x20' canopies with carpeting at the entrances on North & South sides of main tent and include (1) 10 AMP (1000 watts) electrical outlet.

**SERVICE/INSTALLATION AREA** - Please reserve a total of \_\_\_\_\_ 20' x 40' service areas @ \$1050.00 each. Service area includes a 20'x40' canopy and one (1) **10 AMP (1000 watts)** electrical outlet. (Additional power available through electrical contractor)

**EXHIBITOR CAMPSITES** - Please reserve a total of \_\_\_\_\_ campsites @ \$395.00 each. Campsite includes one (1) 30 AMP electrical outlets; water a mobile sewage service dumps your holding tanks. **(Note: This is NOT a selling area)**

How did you find out about the show? Referred by another exhibitor? Who? \_\_\_\_\_ Internet \_\_\_\_\_ Returning \_\_\_\_\_ Other \_\_\_\_\_

I understand that this is an application only and that actual exhibit space will be assigned by promoter. Application is subject to acceptance and approval by promoter. I understand that 50% deposit is required on all exhibit space, service/installation areas and campsites and is due with this application. Please find enclosed our deposit for \$ \_\_\_\_\_. **This deposit is refundable until November 1 and becomes non-refundable after that date.** Further, I also understand and agree that if I request a reduction in my original space request after November 1 that I will pay for the reduced space at the same rate as the original larger space which I had originally requested. **All outstanding balances are due November 1st. (All applications received after Nov. 1st requires full payment with application.)** I also understand that any exhibit space reserved with an outstanding balance due after December 15th will be considered "canceled" and all deposits will be forfeited.

Visa – M/C – Disc – Amex# \_\_\_\_\_ EXP \_\_\_\_\_ SEC \_\_\_\_\_

**(PLEASE MAKE CHECK PAYABLE TO: QZ MANAGEMENT CORP. – BALANCE DUE NOV. 1<sup>ST</sup> OR FULL PAY AFTER NOV. 1)**

We wish to display/sell the following products or services: \_\_\_\_\_

COMPANY \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

E-MAIL \_\_\_\_\_ WEB SITE URL \_\_\_\_\_

PERSON MAKING REQUEST & TITLE (please print legibly) \_\_\_\_\_

**By signing below and initialing on page 2 and 3, I acknowledge that I have read, understand, and agree with all Terms and Contains and "Attachment A" of this application.**

AUTHORIZED SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

# TERMS & CONDITIONS

**1. (A)** The afore described payments under this application for Exhibitor space as well as any services to be provided by QZSVRV SHOW in accordance with the signed application shall all be due no later than November 1st of the year immediately prior to the EVENT year regardless of the date this Agreement is executed.

**(B)** If Exhibitor cancellation occurs after November 1st, it is agreed that QZSVRV SHOW may retain one hundred per cent (100%) of the consideration or deposit previously paid as administrative expense and liquidated damages.

**2.** Exhibitor agrees to comply with all applicable Federal, State, County, or City ordinances in effect at the time of the show.

**3.** QZSVRV SHOW reserves the right to restrict or remove exhibits, without refund, that have been exhibited or are about to be exhibited in violation of the license granted herein. Exhibitor shall not display or sell any product or service, which, in the exclusive opinion of the QZSVRV SHOW is unsuitable or objectionable. The QZSVRV SHOW reserves the right to terminate this agreement forthwith and require the immediate removal of Exhibitor's display from the display area should there be a breach of this provision.

**4.** Rules and Regulations: Exhibitor agrees that it will comply with all rules and regulations as provided in Attachment "A" of the Event and Exhibitor, by its authorized signature hereon,

**5.** Exhibitor agrees that any breach of the rules and regulations or of this agreement shall constitute a material breach of this agreement and QZSVRV SHOW may, at its option, terminate this agreement, retake immediate possession of the provided space, require Exhibitor to immediately remove all exhibits from the space and vacate the show.

**6.** In the event of a material breach of this agreement by Exhibitor, all payments made by Exhibitor to QZSVRV SHOW shall be non-refundable and shall be considered by the parties to be liquidated damages due to the short duration of the Event, the unavailability of alternate exhibitors, the previous performance of set up work and services provided herein by QZSVRV SHOW and the impossibility of ascertaining damages.

**7.** The decision of the Event Manager for QZSVRV SHOW shall be final in all matter affecting or involving this agreement or any disagreement between Exhibitors.

**8.** The Exhibitor is entirely responsible for the exhibit space and shall not injure, mar or deface the space. The Exhibitor shall not drive, nor permit to be driven, any pins, nails, hooks, tacks or screws in any part of the facility. Furthermore, Exhibitor shall not affix to the walls or windows of the facility any advertisements, signs, etc., or use Scotch tape, masking tape or any other adhesive-type material on painted surfaces. Automobiles, trucks and similar conveyances must have a drip pan and/or protective material under them to safeguard the floor from dirt, oil stains, etc., and all landscaped areas must have a similar barrier under them to safeguard the floor. The Exhibitor agrees to reimburse the QZSVRV SHOW for any loss or damage occurring to the premises or equipment at replacement value.

**9.** QZSVRV SHOW will provide one (1) 1000 watt outlet with each booth. Exhibitor shall be responsible for and pay the costs of all special lighting or power requirements.

**10.** Exhibitor agrees to indemnify and hold harmless QZSVRV SHOW, its principals, officers, agents and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury to or loss to any person or persons, including but not limited to persons to whom the Exhibitor may be liable under any Worker's Compensation Law and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares, merchandise or profits, caused by, arising out of in any way connected with the exercise by the Exhibitor of the privilege granted by the license herein.

**11.** Exhibitor shall, at its own expense, during the period that this agreement is in effect, obtain and keep in full force and effect, Commercial General Liability Insurance in an amount no less than one million dollars (\$1,000,000.00) per occurrence and aggregate and shall further name QZSVRV SHOW as an Additional Insured. The insurance carrier must have an A.M. Best Rating of at least A.VIII. Exhibitor shall, before participating in the Event, provide to QZSVRV SHOW a Certificate of Commercial General Liability confirming and establishing such coverage. Failure to provide proof of insurance in amounts and naming QZSVRV SHOW as set forth herein shall void this Agreement.

**12.** QZSVRV SHOW assumes no liability and will not be responsible for any loss to exhibits, displays, wares or merchandise that may arise from any source, of any nature and description, including but not limited to fire, robbery, accident or any other destructive cause, nor shall QZSVRV SHOW be liable or responsible for any injury that may arise to any individual, third parties, or Exhibitor or employees of Exhibitor in Exhibitor's exhibit area.

**13.** Exhibitor hereby grants QZSVRV SHOW a lien upon any and all property stored, used or located at the show or elsewhere by the Exhibitor for any unpaid amounts due to QZSVRV SHOW and for any and all damages sustained by a breach of this agreement or otherwise caused by the Exhibitor, and QZSVRV SHOW shall have the right to retain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy any such claim.

**14.** This agreement may not be assigned, nor may any of the exhibit space be used by any other person or entity without the express written consent of QZSVRV SHOW.

**15.** This agreement and the rules and regulations attached hereto constitute the entire agreement of the parties and any verbal representations previously made which are not specifically incorporated herein are superseded by this writing. No alteration or a variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto. Furthermore, QZSVRV SHOW reserves the right to change physical locations within the Quartzsite area for the show without prior notice as a term and condition of this agreement and Exhibitor shall not have the right to rescind or breach the agreement based on a change in location and shall forfeit all monies paid in the event said Exhibitor fails to participate.

**16. SHOW CANCELLATION PRIOR TO SCHEDULED OPENING:** The QZSVRV SHOW shall not be liable to Exhibitor In the event the QZSVRV SHOW is cancelled prior to the event for any reason not caused by, or under the control of the QZSVRV SHOW which results from government intervention or any other event including, but not limited to, fire, flood, earthquake, wind, health pandemic or epidemic, strike, lock out, labor dispute, insurrection, or acts of terrorism. Exhibitor understands and agrees that any amounts paid hereunder to the QZSVRV SHOW are non-refundable. However, Exhibitor shall be entitled to a full credit of any amount paid to the QZSVRV SHOW toward a future event hosted by QZSVRV SHOW of the same nature and at the same location.

**17. SHOW CANCELLATION AFTER OPENING:** The QZSVRV SHOW shall not be liable to Exhibitor for a refund of any moneys paid or expended by exhibitor, whether to the QZSVRV SHOW or third parties, in the event the QZSVRV SHOW is cancelled or shut down after the show opens for any reason not caused by, or under the control of the QZSVRV SHOW which results from government intervention or any other event including, but not limited to, fire, flood, earthquake, wind, health pandemic or epidemic, strike, lock out, labor dispute, insurrection, or acts of terrorism.

**18.** QZSVRV SHOW shall not be liable for any damages to equipment due to fluctuations in or the loss of electrical power and QZSVRV SHOW will not be liable and will not refund monies due to the loss of power at any time during the show

I have read and agree to the foregoing

Initial \_\_\_\_\_

# **ATTACHMENT "A"**

## **RULES AND REGULATIONS**

1. All exhibits must be in place and debris removed from aisles no later than 8:00am opening day.
2. No exhibitor will be permitted to break down or remove their displays and/or exhibits prior to 3:00pm on the 2nd Sunday, closing day, without prior written permission from management. Any exhibitor who begins to tear down or bring out packing boxes before 3:00pm on Sunday without prior written consent will be subject to a fine of \$300.00 per exhibit space and may be prohibited from participating in future shows at the manager's discretion.
3. No deliveries permitted after 8:00am on opening day and all supplies and materials for booths or stands must be in before that hour or hand-carried.
4. The show grounds and tent will be opened to exhibitors not more than two(2) hours before being opened to the public. This rule will be rigidly enforced as a protective measure.
5. Booth back walls are limited to a maximum of eight (8) feet in height. Side walls of all booths must not be blocked where front half is not open above four (4) foot level. Exceptions must be approved by Show Management.
6. All aisle space belongs to the show.
7. All decorations must be fireproofed.
8. No canvassing, solicitation of business or conferencing in the interest of business except by EXHIBITORS is allowed. Canvassing must be confined to the Exhibitor's space and in no case may extend to any other part of the show.
9. No alcoholic beverages shall be consumed by EXHIBITORS nor shall any EXHIBITORS be under the influence of alcohol while participating at the show or on the show grounds during regular business hours as set forth herein.
10. EXHIBITORS shall not permit or cause any excessive noise nor may a public address system be used without written permission of the QZSVRV SHOW.
11. EXHIBITORS shall not exhibit, permit or cause any, nudity or have in view any materials, whether printed, audio or video, that are in the exclusive opinion of the QZSVRV SHOW, pornographic in nature.
12. During the course of the show and during show hours, EXHIBITORS shall not permit, cause or use profanity which can be heard by the attendees and guests to the Event.
13. EXHIBITORS shall at all times conduct themselves in such a manner that, in the exclusive opinion of the QZSVRV SHOW, does not adversely reflect upon the Event.
14. QZSVRV SHOW will exercise all reasonable diligence in protecting property of EXHIBITORS. Watchman will be on duty nightly, but QZSVRV SHOW will not be responsible for articles lost by fire, theft or under any other circumstance.
15. EXHIBITORS will be given twenty four (24) hours from the conclusion of the show for removal of exhibits or forfeit them at management's option.
16. Public address systems and other sound amplification not permitted except by arrangement with the management of QZSVRV SHOW.
17. EXHIBITORS must have at least one person in attendance at their exhibit at all times the event is open to the public and must care for and keep in good order the space occupied by them, taking every precaution against possible injury to visitors, guest or employees.
18. No animals, other than dogs shall be permitted in the exhibition space. All EXHIBITOR pets must be kept inside their RV or other vehicle or inside a caged area at all times or they are on a leash attended by EXHIBITOR. No pets are to be left unattended on a leash or at any other time. EXHIBITORS shall not permit pets to bark or otherwise cause excessive and unnecessary noise. Failure to do so will cause immediate removal of EXHIBITOR and no refund will be made in that event.

**I have read and agree to the foregoing**

Initial \_\_\_\_\_