

Date Rec'd	_____
Product Appr'd	_____
Booth Assigned	_____
Show Rep	_____

2019 NON-PROFIT APPLICATION

SAN FRANCISCO FLOWER & GARDEN

SHOW March 20 - 24, 2019

Cow Palace



PO Box 2190, Clovis, CA 93613
415-684-7278

Before completing this application, please carefully read the exhibitor qualification, explanation of exhibit space and exhibitor regulations.

Contact: _____ Email: _____

Organization: _____ Website: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell: _____

Name on Sign: _____

California State Non-Profit Number: _____

This contract is between the San Francisco Flower & Garden Show and the above applicant. Applicant hereby acknowledges receipt of and accepts all the terms of this Contract, Agreement Provisions, Par.(s) 1-23 and the exhibit display policy. Signature returned by facsimile shall be deemed binding and original.

SIGNATURE

Date: _____

Please provide general information about your organization: Check the categories below which apply to your company, products or service:

501-C-3 non-profit – Number:

Plant Society Educational Institution Environmentally friendly Garden Club
 Arboreta Botanical Gardens Other :

Booth Preference: Size: 10' x 10'

Final booth location will be assigned by the Show.

List Products or Services you wish to display or promote at the Show.

OTHER FEES:

Inside Storage /sq.ft. _____ x 3.00 = _____

Outside Storage /sq.ft. _____ x 3.00 = _____

500W single Electrical service - required = 85.00

Wi-Fi connection – 5 days total – required = No Charge

Total \$ 85.00

PAYMENT TERMS: \$85.00 non-refundable electrical fee is due at booking. If application is not accepted all funds will be refunded.

If canceled after Feb. 15, 2019 a min. \$250 cancelation fee will apply.

Mail payment & contract to:

San Francisco Flower & Garden Show
PO Box 2190, Clovis, CA 93613

Fax credit or debit card payment & contract to: **415-684-7281**
If paying by credit or debit card enter information below:

Exhibitor understands and herein acknowledges that if they cancel after February 15, 2018 or fail to occupy their exhibit space for the duration of the Show a cancellation fee of \$2.50 per sq. ft. of requested exhibit space will be assessed.

Payment Amount:		\$											Min. \$85 due at booking	
Name on card:														
Card Type		Visa	MC	Disc	<input type="checkbox"/> Check here to use this card for all payments									
EXPIRES				/			CVC Code							
billing address														
City														
State							Zip Code							
SIGNATURE														
My signature authorizes the San Francisco Flower & Garden Show to charge the above fees upon receipt. If I/we cancel after Feb. 15, 2018 or do not occupy our exhibit space for the entirety of the Show, I/we further authorize a total payment up to \$2.50 per sq. ft. of requested space. I/we have read and agree to the cancelation policy in paragraph 9.														

1. Exhibitor agrees to indemnify and save harmless the San Francisco Flower & Garden Show (herein referred to as SFFGS), 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.
2. 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 SFFGS the right to re-enter and repossess the exhibit space as designated in this agreement.
3. SFFGS makes no warranties, either expressed or implied, concerning the profitability of this show for the Exhibitor and/or the amount of attendees expected to attend the show.
4. 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 SFFGS or its duly authorized representatives.
5. 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 SFFGS. Nothing in this agreement shall be interpreted to mean that such consent must be provided and SFFGS 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 SFFGS.
6. 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. SFFGS reserves the right to reassign booth spaces at their absolute discretion.
7. Each exhibitor exhibits at his own risk in every respect, and should take steps to insure himself against any loss or damage, however caused. 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 SFFGS. SFFGS will provide floor security service during the show. However, SFFGS assumes no responsibility should an Exhibitor experience any loss or damage that may result directly or indirectly from the collapse of its exhibit whatsoever. Exhibitor hereby agrees to indemnify and hold harmless SFFGS, 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.
8. SFFGS 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 SFFGS, 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 SFFGS determines is objectionable. In the event of such restriction or removal, SFFGS shall not be liable for any refunds or other exhibit expenses.
9. Cancellation of Exhibit space by Exhibitor will be accepted by SFFGS provided written notice is received. Based on the date such notification is received the following cancellation fees will be assessed:
 - o On or before Feb.15th the cancellation fee will be \$75.
 - o After Feb. 15th; a cancellation fee equal to \$2.50 per \$10 sq ft of exhibit space will be assessed.
10. SFFGS 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 6:00 p.m. prior to the first day of the show's opening or said exhibit space will be considered cancelled and become property of SFFGS.
11. 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.
12. 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 SFFGS for the sake and efficient operation of the show and as such the SFFGS 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.
13. SFFGS 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.
14. Exhibitor agrees and understands that individuals, firms, companies, corporations, organizations or others having a valid and duly signed contractual agreement with SFFGS 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.
15. SFFGS 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 SFFGS approved contractors only.
16. Exhibitor agrees that in the event Exhibitor fails to comply in any respect with the terms and conditions of this agreement, SFFGS shall retain all monies paid as liquidated damages. Parties agree that actual damages are difficult for SFFGS ascertain in the event of breach, and the amount of liquidated damages stated herein is fair and reasonable.
17. Under no circumstance will SFFGS 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 SFFGS. SFFGS 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, and independent contractors and agrees to save harmless SFFGS and the exhibition venue from any and all responsibility from any action whatsoever.
18. 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 confirm with the N.E.C. Safety Rules and codes of all governmental agencies. Exhibitors must comply with all the rules and regulations set forth by the exhibit hall, SFFGS, and state or local officials.
19. 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 SFFGS against an Exhibitor to enforce any provision of this contract, Exhibitor shall pay SFFGS 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.
20. SFFGS 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. SFFGS 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 SFFGS 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.
21. Exhibitor is required to submit an Additional Insured Certificate naming Larsen Enterprises, LLC, dba/Cal State Shows, dba/San Francisco Flower & Garden Show, The State of California; San Mateo County Exposition and Fair Operator, San Mateo County, their agent, officers, director, servants & employees. Exhibitor agrees to indemnify SFFGS against any claim or action by any of its purchasers arising out of any failure by the Exhibitor. SFFGS is not responsible for any products or services sold by an Exhibitor at the show or post-show for any reason.
22. Exhibitor shall not remove any goods or displays during the course of the Exhibition without the approval of SFFGS.
23. SFFGS 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.