

20<sup>TH</sup>  
ANNUAL



# FESTIVAL OF THE WEST<sup>®</sup>



## FOOD & BEVERAGE VENDOR SPACE MARCH 18 - 21, 2010

Note: The Exhibitor's name as listed below will be used for identification.

Exhibitor: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact person: \_\_\_\_\_ Title \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_ Web page \_\_\_\_\_

Detailed description of menu to be sold & photo of set-up: \_\_\_\_\_

### MENU REQUIRED - SUBJECT TO APPROVAL

FLAT RATE - NO % OF GROSS TAKEN

Please include a diagram of set-up including trailer tongue.

<input type="checkbox"/> 10 x 10 (100 sq ft) \$800.00 (tongue length not included)	SPACE	\$ _____
<input type="checkbox"/> 100 sq ft to 400 sq. ft. - \$1,000.00 (tongue length not included)	AMOUNT REMITTED	\$ _____
More than 400 sq. ft. - call for price	BALANCE DUE	\$ _____

FOR SET UP PURPOSES ONLY:  trailer  free standing

SPACE REQUIRED: \_\_\_\_\_ LENGTH (including tongue) \_\_\_\_\_ DEPTH \_\_\_\_\_

SERVING FROM:  left side  right side  rear ( long side  short side)

DEPOSIT OF 1/2 SPACE FEE TO RESERVE SPACE

A \$50.00 LATE FEE WILL BE ASSESSED TO PAYMENTS MADE AFTER FEBRUARY 10, 2010

CASHIER'S CHECK OR MONEY ORDER ONLY AFTER FEBRUARY 10, 2010

•ALL ACCOUNTS MUST BE PAID IN FULL BY FEB. 10, 2010 OR SPACE MAY BE FORFEITED

ELECTRIC WILL BE PROVIDED BY TSE (TRADE SHOW ELECTRICAL)

A contract for electric will be sent with your exhibitor confirmation.

### CANCELLATION POLICY

ALL CANCELLATIONS MUST BE RECEIVED IN WRITING.

All cancellations received prior to:

December 1, 2009 - All funds, less \$100 administrative fee, will be refunded.

December 2, 2009 to February 10, 2010 - Exhibitor will be liable for 1/2 the total space fee.

After February 10, 2010 - No refunds. Exhibitor is liable for entire booth fee.

Credit card # \_\_\_\_\_ Exp. \_\_\_\_\_ Security code \_\_\_\_\_ Amt to charge \$ \_\_\_\_\_

Name on Card \_\_\_\_\_ Billing address \_\_\_\_\_

DEPOSIT AND PAYMENT POLICY: THIS AGREEMENT MUST BE SIGNED BY A DULY AUTHORIZED AGENT OF THE EXHIBITOR AND BE ACCOMPANIED BY TOTAL PAYMENT FOR BOOTHS OR TABLES. BY EXECUTING THIS APPLICATION AND CONTRACT THE EXHIBITOR AGREES TO ABIDE BY ALL OF THE TERMS, CONDITIONS, RULES AND REGULATIONS HEREOF GOVERNING THE NATIONAL FESTIVAL OF THE WEST DESCRIBED HEREON AND ON THE REVERSE SIDE HEREOF. SUCH RULES AND REGULATIONS ARE HEREBY EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND AGREED TO BY EXHIBITOR:

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO  
NATIONAL FESTIVAL OF THE WEST  
P. O. BOX 12966 • SCOTTSDALE, AZ 85267-2966  
(602) 996-4387

# EXHIBITOR'S RULES AND REGULATIONS

OF THE

## NATIONAL FESTIVAL OF THE WEST A PRODUCTION OF WESTERN FESTIVALS LLC.

### 1. LIABILITY:

Exhibitor agrees to indemnify and hold harmless THE NATIONAL FESTIVAL OF THE WEST and Western Festivals LLC. ("Exposition Management"), WestWorld ("Exposition Facility"), Sponsors, and Exposition Management's agents, officers, employees and invitees for, from and against all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act or omission of the exhibitor or exhibitor's agents, employees, invitees, contractors, or guests in the preparation or operation of exhibitor's Assigned Space (the "Assigned Space"). Exhibitor agrees to use and occupy the Assigned Space at exhibitors own risk and hereby releases Exposition Management, its agents, directors, officers, employees and invitees from all claims for any damage, loss or injury to persons or property which occur in the preparation or operation of the Assigned Space, including, but not limited to, damages resulting from the acts or omissions of other exhibitors, theft, vandalism, fire and other casualty damage, or damage arising out of any defects in the premises.

Exhibitor shall be responsible for the supervision, control and maintenance of the Assigned Space during the entire term for which the Assigned Space is reserved or used by exhibitor. The Assigned Space shall be returned to Exposition Management in its original condition. Exhibitor is liable for and agrees to pay promptly to repair any and all damage to the Assigned Space, the exhibition facility or to its equipment which damage is caused by exhibitor, or by any of exhibitors representatives, agents or employees.

Notwithstanding, any other term or condition of this agreement, in the event the Assigned Space is for any reason not available to the exhibitor during the term of this agreement or any portion thereof, the Exposition Management's liability shall be limited to a return of any fee paid hereunder or a pro-rata portion thereof.

### 2. SPACE ASSIGNMENT

Exposition Management cannot guarantee that it will assign exhibitor the exposition space requested. Exhibitor agrees to accept the exposition assigned by Exposition Management regardless of the date the application is received by Exposition Management. Exhibitor further agrees to accept reassignment of Exposition Space at any time before or during the exposition in the event that Exposition Management, in its sole discretion, deems such reassignment necessary to create a more effective exposition. Exposition Management shall not be liable for any damages, costs or expenses associated with any such reassignment.

### 3. REFUNDS

Assigned Space reservation fees will not be refunded in whole or in part in the event that exhibitor does not use all or some portion of the Assigned Space, or in the event that exhibitor only uses such space for a part of the time during which the exposition is open for what ever reason.

### 4. INSURANCE

Exposition Management is not responsible for damage to exhibitors property from accident, fire, or other such causes. All property of an exhibitor shall remain in the exhibitor's care, custody, and control in transit to or from the Exposition Facility.

### 5. NO ASSIGNMENT OR SUBLETTING

Exhibitor shall not assign, sub-lease, sub-contract, apportion or share the whole or any part of the assigned space. Such arrangements are absolutely prohibited and shall be deemed null and void. Failure to adhere to this paragraph 5 may result in exhibitor's expulsion from the exposition.

### 6. SET UP

Exhibitor must have completed set-up and construction of its Assigned Space prior to the first day of the exposition. Failure to do so will result in exhibitor losing its reserved space and forfeiting the Assigned Space, and any reservation fees.

### 7. EXPOSITION HOURS

Exhibitor shall maintain a responsible individual or individuals in the Assigned Space at all times during the designated exposition hours. Exhibitor shall be responsible for the conduct of any employees, agents, visitors or guests of exhibitor in or about the Assigned Space. Exhibitor shall cause all such employees, agents, visitors or guests of exhibitor to be familiar with all rules and regulations of the exposition.

### 8. DISMANTLING EXHIBITS

Exhibitor shall not dismantle or remove any portion of its exposition prior to the close of the exposition. The exhibitor shall not remove any of the equipment or property associated with its exposition prior to that time. The entire exposition and all of the exhibitors property relating thereto, must be removed from the premises within 24 hours after the close of the exposition unless otherwise agreed to by Exposition Management. In the event that exhibitor fails to vacate the Assigned Space within that time, Exposition Management may, and is hereby authorized and made the agent of the exhibitor, to remove the exposition and all property of exhibitor situated in or about the Assigned Space and to store the same at the cost of the exhibitor. The exhibitor shall indemnify and hold Exposition Management for, from and against any damages, costs, expenses or liability incurred in connection with such removal.

### 9. TAXES

All sales taxes, income taxes, FICA and other taxes arising out of or in connection with exhibitors use of the Assigned Space are the sole responsibility of the exhibitor.

### 10. LEGAL COMPLIANCE

Exhibitor, its agents, employees, invitees and agents, shall comply with all rules, regulations, and requirements of the exposition facility, the local fire marshal, the health department or any governmental entity having jurisdiction over the premises. Exhibitor may be required at the Exposition Management's option to immediately cease its operations and vacate the Assigned Space if exhibitors operation thereof or the conduct of its agents, employees, invitees or guests should be found to be in violation of any such rules, regulations, or requirements.

### 11. USE OF ASSIGNED SPACE

a.) No sound system, musical instruments, noise makers, loudspeakers, microphones or other sound amplifications or broadcasting devices of any kind may be used without the prior written consent of Exposition Management.

b.) Exhibitor must have the written consent of Exposition Management to conduct a drawing of any kind.

c.) No demonstrators, solicitors, decorations, signs, banners, advertising matter, or exhibits of any kind or character are permitted in the aisles or public passageways or attached to the exposition buildings, walls, posts or doors.

d.) Exhibitor may not display any sign offering wholesale prices.

e.) General distribution of brochures, pamphlets, leaflets, fliers, newspapers, magazines or other literature or promotional materials of any kind or character is strictly prohibited, however, such literature or materials may be made available on counter space or otherwise within the Assigned Space, and may be distributed upon specific request therefrom. Notwithstanding the foregoing materials designed to be stuck to walls, car bumpers, balloons, hats, t-shirts, and similar materials shall not be distributed under any circumstances without the prior written approval of Exposition Management.

f.) Solicitation of funds, for any political, educational or charitable corporation or association or any other corporation, association, group, individual or cause of any kind of character is strictly prohibited.

### 12. LOST SHIPMENTS

Neither Exposition Management nor the owner or operator of the Exposition Facility shall be liable or otherwise responsible for lost shipments to or from the exposition or for any type of moving costs, including damages incurred in the course of moving. IF FOR ANY REASON EXHIBITORS EXPOSITION FAILS TO ARRIVE OR EXHIBITOR IS OTHERWISE UNABLE TO SET UP ITS EXHIBITS, EXHIBITOR IS NEVERTHELESS RESPONSIBLE FOR THE PAYMENT OF ALL EXHIBIT SPACE, RESERVATION FEES.

### 13. SAFETY RULES

a.) Exhibitors shall take all necessary precautions for the safety of its personnel, other exhibitors and all other persons upon the premises and shall comply with all applicable provision of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injuries.

b.) All decorations of papers, corrugated paper, crepe paper, drapes and all cloth must be flame proof to meet the standards of the local fire department.

c.) No exhibits using open flame are permitted.

d.) Decorations around fire extinguishers, standpipes, or exhibits, must be placed so as not to interfere with the accessibility to, or view of the same.

### 14. REMOVAL OF EXHIBITS BY EXPOSITION MANAGEMENT

Exposition Management reserves the right to prohibit exhibitions:

1.) which, in Exposition Management's sole judgment, may detract from the general character of the exposition

2.) if the business or exposition carried on by the exhibitor or the manner of conducting the same, is not as represented at the time of entering into this agreement or is not in keeping with the tradition or character of the exposition.

3.) if the exposition was entered under false pretenses or

4.) if the exposition is in violation of any of these rules and regulations.

If an exposition is prohibited under the terms of this paragraph or because of a violation of any of the terms thereof, Exposition Management shall have the right, but not the obligation, to remove the exposition or any banner, advertising matter, or other property of the exhibitor situated in or about the Assigned Space, and such removal shall be at the cost and expense of exhibitor and exhibitor shall immediately reimburse exposition for any costs or expense incurred by Exposition Management in so removing exhibitors exposition or portions thereof. Under such circumstances, exhibitor shall not be entitled to a refund of monies paid to Exposition Management under the terms of this agreement.

### 15. PROVISIONS AND DISPUTES

Each provision of this agreement is declared to be severable from every other provision. If any provision is held invalid, such invalidity shall not affect any other provision and all other provisions shall remain in full force and effect as if the invalid provision had not been declared herein.

All matters or disputes not covered by this agreement shall be resolved by Exposition Management. In the event of any dispute regarding the implementation of this agreement, exhibitor agrees to abide by the resolution, decision or ruling adopted by Exposition Management.

### 16. SHOW CANCELLATION

It is agreed that if Exposition Management, in its sole discretion, deems that circumstances have arisen which dictate cancellation of the exposition, exhibitors exposition space reservation fees shall be refunded in full, but Exposition Management shall not be liable or otherwise responsible for any costs, damages, or expenses resulting directly or indirectly from such cancellation. It is further agreed that if Exposition Management is unable to deliver the exposition space as a result of the destruction by fire of the exposition facility, acts of God, strikes, or the authority of the law, or as a result of any other causes beyond the control of Exposition Management, exhibitors exposition space reservation fees shall not be refunded in whole or part, and Exposition Management shall not be liable or otherwise responsible for any costs, damages, or expenses resulting directly or indirectly from the failure to deliver the exposition space for the reasons set forth herein.

### 17. LEGAL FEES AND COSTS

In the event that Exposition Management is involved in any legal action in which it seeks to enforce any of the terms or provisions of this agreement, Exposition Management shall be entitled to recover all of its reasonable costs and expenses including reasonable costs of collection and reasonable attorneys' fees.

### 18. MISCELLANEOUS

This agreement:

a.) contains the entire agreement between the parties regarding the subject matter discussed herein,

b.) may not be modified in any manner nor may any rights herein be waived except by an instrument in writing signed by the party to be charged in such modification or waiver,

c.) shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and,

d.) shall be construed in accordance with and governed by the laws of the state of Arizona.