

BLUSHCON

1. Agreement:

We, the undersigned, agree to be the vendor and/or sponsor in the:

BLUSHCON – JANUARY 18-19thTH, 2020

Vendor products and/or sponsored items are as follows:

2. Total Amount and Payment: (Checks payable to LIGHTS AND SOUNDS COLLECTIVE)

VENDOR PACKAGES (Please check one box)

(10X10) VENDOR BOOTH - \$500.00

(10X20) VENDOR BOOTH - \$800.00

SPONSORSHIP - \$ x _____

Please send all payments to: **Lights and Sounds Collective** - 3940 Rosemead Blvd, Rosemead, CA 91770 [Attention: Lauren Park]

We also accept **PAYPAL** as a form of payment: info@lightsandsounds.org

All payments are non-refundable and can't be used for future credit. Organizer has the right to revoke this contract if any balance is past due.

3. Exhibitor shall provide all the required documents to organizer along with the completed contract.

a. State Board of Equalization Information: Verification of a seller's status is required by law.

b. Proof of Insurance: The exhibitor is required to provide their own general liability insurance coverage for "BLUSHCON" during the event days including the move in and move out period. Exhibitor is also required to have organizer Lights & Sounds Collective Inc. and venue operator FAIRPLEX insured, including their officer, employees and agents.

c. Department of Health Services: Verification of Department of Health Service status is required by law (Food vendors only).

4. Exhibitors signing this contract also agree to follow all the terms, conditions and regulations including final regulations from Lights & Sounds Collective Inc. and Pomona Fairplex.

Completing this form does not guarantee a booth at our event.

COMPANY NAME: (Important: Please write clearly!)

Address: _____

City: _____ State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

Exhibitor or Sponsor Signature:

X _____ Date: _____

Print Name: _____ Position: _____

EVENT ORGANIZER:

Lights & Sounds Collective Inc.

3940 Rosemead Blvd,

Rosemead, CA 91770

Attention: Lauren Park

Tel: 1-424-244-9789 Email: info@lightsandsounds.org

Account Executive Signature:

X _____ Date: _____

Print Name:

LIGHTS & SOUNDS COLLECTIVE INC.

501(c)3 Non-Profit Organization

[Event Staff Only] Booth #: _____

TERMS & CONDITIONS

1. Exhibitors agree to abide to all terms, conditions and show regulations under this signed contract including Exhibitor Manual and final regulation from Pomona Fairplex.
2. Exhibitors are strictly prohibited from sub-leasing any booth space.
3. Exhibitor may only sell items listed and agreed to in this contract. Any changes to Exhibitor's items must be approved by Organizer in writing.
4. Exhibitors are responsible for the loss or damages of their own goods at event venue.
5. Exhibitors are responsible for the delivery and removal of their own goods. No forklifts, pallet jacks, dollies or any equipment will be available from Organizer.
6. Exhibitors are required to clear out all merchandise/displays by **11:59 PM** of last event day. No moving out is allowed the day after event day. Charge of a moving fee, if any, is to be borne by Exhibitors.
7. If Parking Passes are issued, they are for to be for displayed on the front windshield. If Parking Passes are not visible or hidden or tampered or duplicated or transferred, the vehicle will be towed at owner's expense without prior notice.
8. The Undersigned Exhibitor agrees to provide its own general liability insurance coverage for BLUSHCON to insure against theft, fire, smoke, flood, or any other loss or causality during the event days including move-in and move-out periods. **Exhibitors also agree to have LIGHTS AND SOUNDS COLLECTIVE INC. and FAIRPLEX named as an additional insured.**
9. Organizer reserves the right to refuse admission or evict an exhibitor without refund for behavior likely to cause damage, injury or nuisance, and to remove any person(s) for reasons of public safety, overcrowding or otherwise.
10. Organizer reserves the right to charge exhibitors for any damages caused by exhibitors to property and or merchandise during move-in, show days and/or move-out.
11. Organizer reserves the right to approve the contents and character of all exhibits and reserves the right to prohibit or expel any merchandise that does not keep with the character of the show. All booth signage and displays will be subject to the approval of Organizer. This includes signs indicating a reduction in price. These signs may be removed by Organizer in order for the show to maintain a professional appearance.
12. Organizer reserves the right to assign or reassign exhibitor space in its sole discretion for the event, and organizer reserves the right to change the floor plan or to move an Exhibitor to another location prior to or during the event if Organizer in its sole discretion determines that in doing so is in the best interest of the event.
13. Artists, vendors, programs, policies and prices are subject to change at any time without notice.
14. The Exhibitor is responsible to the Organizer for seeing that his/her booth is maintained in a clean and orderly state. Should goods be left, they will be disposed of or stored by the Organizers who will have to right to charge for such storage, disposal, or clean up.
15. The Undersigned Exhibitor agrees to indemnify, hold harmless and defend LIGHTS AND SOUNDS COLLECTIVE INC., their agents, officers, directors, employees and contractors from and against any and all liabilities, damages, actions, costs, loss, claims and expenses.
16. The Undersigned Exhibitor agrees to waive any and every claim which arises or may arise in its favor and against LIGHTS AND SOUNDS COLLECTIVE INC., their agents, officers, directors, and employees during the term of the Contact or any extension or renewal, thereof, for any and all loss, or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies.
17. All booths must be setup according to the approved floor plans by the Fire Department. This is very important so as not to block all exit doors, signs and aisles.
18. Bootleg merchandise, grey market goods and unlicensed products or reproductions are NOT permitted for sale under any circumstances. If a booth or Exhibitor is caught offering these products for sale, the Exhibitor and any persons associated with the Exhibitor will be removed from the event premises without refund.
19. In the event of a natural disaster, act of insurrection, riot, war, accident, act of God or any other unforeseen circumstance and act beyond LIGHTS AND SOUNDS COLLECTIVE INC., control that would prevent the show from being put up, any monies that were paid towards booth space or sponsorships are nonrefundable.
20. The Undersigned Exhibitor agrees to participate and be physically present for the duration of all event hours. No moving out prior to event conclusion. A heavy penalty will be strictly enforced on any exhibitors who for any reasons do not comply with this rule.
21. Exhibitor understands, acknowledges and agrees that in the event of any Organizer's error or mistake, organizer will not be responsible for any losses / damages; therefore organizer's liability is limited only to refund the booth fee or sponsor fee paid by the exhibitor to organizer.
22. Should any dispute arise concerning the terms or the interpretation of this agreement, Organizer shall be entitled to and be awarded reasonable attorney's fees and costs, whether incurred for negotiation, litigation or otherwise, in addition to other relief to which it may be entitled.
23. A finance charge of six (6%) percent per month, not to exceed the maximum rate allowed by law shall be applied each month to past due balances. If outstanding account is sent to our official collection company for debt recovery, all collection costs or a twenty-five (25%) percent surcharge will be added to existing balances.
24. Standard Terms and Conditions are subject to change without notice.
25. All payments are NON-REFUNDABLE and CANNOT BE USED FOR FUTURE CREDITS on cancellations.

I HAVE READ AND AGREED TO STATEMENTS ABOVE: X _____

Print Name: _____ Position: _____ Date: _____

[Event Staff Only] Booth #: _____