

# AGREEMENT FOR EXHIBIT SPACE

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between ABE, Inc and \_\_\_\_\_ (hereinafter referred to as Exhibitor) for the rental of exhibit space at the

(Company Name)

\_\_\_\_\_ to be held at \_\_\_\_\_ on \_\_\_\_\_ 201\_\_  
 (Name of Event) (Location) (Date of Event)

Total Space Required _____ Deep x _____ Wide	Indoor / Outdoors (Circle One)	Commercial / Tattoo / Food / Crafter (Circle One)
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\*\*\*\*\*See Vendor Space costs on Website\*\*\*\*\*

10 x 10	(Quantity) _____	Cost	\$ _____
Food Vendor 10 x 10	_____	Cost	\$ _____
Food Trailer (Size)	_____	Cost	\$ _____
1-500 Watt Electric Outlet	_____	Cost	\$ _____
(Semi's & large booths call for info)			
Total Cost			\$ _____
Deposit Paid			\$ _____
Balance Due			\$ _____

50% Minimum Due with Application. BALANCE DUE 45 DAYS PRIOR TO EVENT.

Does not include any additional charges from local, County or other Health Department Fees. Food Vendors and Tattoo Vendors are responsible to get all required permits.

**\*\*\*PLEASE NOTE: ELECTRICAL ADDED ON SHOW DAY WILL BE ASSESSED AN ADDITIONAL \$100 FEE.**

### CREDIT CARD INFORMATION

Credit Card #: \_\_\_\_\_

Exp. Date: \_\_\_/\_\_\_/\_\_\_ CVI Code: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Signature: \_\_\_\_\_

### MAKE CHECKS PAYABLE TO:

**ABE**

Payments received by ABE 45 days prior to the event, must be in the form of Money Order, Certified Check or Cash Only. Cash Only at the event-NO EXCEPTIONS.

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#### For Office Use Only:

Date Paid: \_\_\_/\_\_\_/\_\_\_

Paid: CC / Check / MO / Cashier Check

Approved by: \_\_\_\_\_

This request to reserve vendor space constitutes contractual agreement, and by signing and dating below or by my electronic signature and date, I agree that I have read and agree to comply with the rules and regulations printed on both sides of this agreement including, but not limited to, any additional rules and regulations on the website of said event. I agree not to relocate or sell any merchandise outside of the assigned space or sub-let booth space. I understand acceptance of monies by ABE under this contract, is not binding until accepted and approved by management, or if said money is returned 20 days before the event.

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_ Contact Person at Show \_\_\_\_\_ Show Contact Cell: \_\_\_\_\_

Business License #: \_\_\_\_\_ Resale State: \_\_\_\_\_ Resale Tax #: \_\_\_\_\_

Print Name: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Return signed original form. Make a copy for you records\*\*\*

### ADDITIONAL INFORMATION

Vendor costs are listed on website. Vendor categories will be limited. Hour and Set-up times will be posted on website. Approximately, 1 month prior to event all vendors will be mailed exhibitor packets with all pertinent information needed for check-in.

**Mail agreement form to:** **ABE**  
**PO BOX 21943**  
**CARSON CITY, NV 89721**

Website: [www.abepg.com](http://www.abepg.com)  
 Information: 775-291-5008  
 775-350-7617

## EXHIBITOR AGREEMENT TERMS

The following agreement terms, conditions, rules and regulations shall Exhibitors. By signing the front of this agreement, the Exhibitor acknowledges that he/she has read all the following conditions, rules, and regulations and understands that Exhibitors signature is a statement of exhibitor's agreement to these conditions.

**PAYMENT TERMS:** A completed and legible Exhibitor agreement form accompanied by a minimum of 50% deposit reservation fee paid either by check, money order or credit card must be received before an exhibit space can be reserved. Returning exhibitors may reserve their exhibit space for next year, with a filled out exhibitor agreement along with a \$100.00 deposit. All balances due for exhibit space are **due no later** than 60 days prior to the event. All payments, deposits, etc., are non-refundable and will be retained by A Bomb Entertainment, Inc, a Nevada Corporation (herein referred to as "ABE") in the event applicant fails to fulfill agreement. If total payment for exhibit space is not paid in full 60 days prior to the event, ABE reserves the right to release Exhibitor's booth(s) to other exhibitors and any and all deposits/payments will be forfeited. ABE reserves the right to terminate this agreement immediately, and to withhold from exhibitor position of the exhibit space and all space rental fees if (a) the exhibitor fails to pay all fees due by due date, or (b) the exhibitor fails to perform any material terms or conditions of this agreement or refuses to abide by these terms and conditions. Exhibit space may be assigned by completing Application/Agreement for Exhibit Space. All Spaces must be paid for as agreed upon between ABE and the exhibiting firm/company, with no refunds after exhibit space is assigned and client further agrees to make **NO CHARGEBACK CLAIM** to any credit card company. Acceptance of money by ABE under this contract is not binding upon the Show Producer if said money is returned before acceptance of contract. Any verbal agreements or promises made by any sales representative will not be binding on ABE.

**EXHIBIT SPACE RENTAL FEE:** The rental fee for exhibit space is listed on side one of this document/agreement. Other costs will include move-in/move-out services, electrical and any other utilities, rental of tables, chairs or other booth furnishings, as well as advertising in the Official Show Directory and such costs are **not** included in the exhibit space rental fee unless, it is specifically stated on side one of this document/agreement.

**ASSIGNMENT OF SPACE:** Exhibit space shall be assigned by ABE in its sole discretion for the Event. ABE reserves the right to change the floor plan or to move an exhibitor to another booth location prior to or during the Event if ABE in its sole discretion determines that to do so is in the best interest of the Event. Exhibitor shall have no claim for compensation or refund as a result of any changes. Exhibitor shall not assign, sublet or apportion the whole or any part of space assigned or has representatives, equipment or materials from other commercial businesses, in the exhibit space without the written consent of the Show Producer, ABE. Any exhibit space that will be shared by two or more parties must be indicated on the front of this agreement and approved by ABE.

**EXHIBITOR CANCELLATION:** In the event exhibitor wishes to cancel their exhibit space prior to the event, Exhibitor must mail a written statement prior to 60 days before the event stating that they are canceling their exhibit space in order to not be liable for any balance that may be still due to ABE for the exhibit rental space. Any and all monies received from Exhibitor for exhibit space shall be deemed earned and will be retained by ABE. All monies paid for exhibit space to ABE are non-refundable.

**TAXES AND LICENSE:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any government authority in connection with its activities at the Event.

**UNOCCUPIED SPACE:** In the event exhibitor fails to occupy space contracted (1) hour before show opening time on the first day of the event, the Show Producer shall have the right to utilize such space in any manner he chooses. This will in no way release exhibitor from its obligations, nor shall exhibitor be entitled to a refund.

**LITERATURE:** No Commercial advertising is allowed in Exhibitor's booth unless they are appearing in conjunction with a paid commercial space. No large ad signs, handbills, or business card distribution of any other company will be allowed unless they are listed on the Exhibitor Agreement and approved by ABE.

**NOISE CONTROL:** The use of any sound equipment is prohibited unless approved in writing by ABE. Any electronic equipment or machinery, which is determined to be detracting by ABE, will not be permitted and such noise shall cease immediately.

**SECURITY:** Security will be provided to patrol during the event and after Show Hours. The event grounds must be vacated within one-half hour after the event closes. All exhibitors will be allowed to enter the grounds only upon presentation of a properly signed exhibitor pass. Show Producer shall not be responsible to any Exhibitor for any damage or lost or stolen items during the event, set-up or breakdown times.

**NONGUARANTEE:** Exhibitor acknowledges and understands that ABE, the Show Producer, makes no guarantees, representations, or warranties regarding product sales, attendance, exclusive privileges, or Exhibitor's success.

**FAILURE TO PERFORM:** In the event, Exhibitor fails to comply in any respect with the terms of this agreement, all payments for contracted space shall be deemed earned and non-refundable and ABE, the Show Producer, shall have the right to occupy the space in any manner, in the best interest of the event, without further notice to the Exhibitor.

**PUBLICITY:** By exhibiting at the Event, Exhibitor, personnel, and any and all guests agree to permit the Show Producers or its assigns the use of their names and pictures of themselves and/or of their exhibit spaces, to be photographed and/or videotaped, etc., for any promotional purposes, publicity, advertising, and commercial use (including newspapers, magazines, radio, TV, Video taping, websites, Posters, sign boards, etc.), both before, during, and after the open hours of the event, and do hereby relinquish any rights whatsoever to any photos and/or filming done, taken in connection with the event. All publicity, advertising, and commercial rights are reserved by ABE, the Show Producers and any sponsors of the event. Exhibitor also grants to the Show Producer a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such name(s) in ABE's promotional materials. Show Producer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor from the directory or other lists or materials.

**INDEMNIFICATION/LIABILITY RELEASES:** Exhibitor expressly assumes all risks and responsibility associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither ABE, nor the Exhibit Facility accepts responsibility, nor is a bailment created for property delivered by or to Exhibitor. Neither ABE, nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from and covenants to sue any of them with respect, any and all risks, losses damages and liabilities described in the paragraph. All Exhibitors and their personnel, guests, participants, and spectators shall indemnify and hold harmless ABE, the Event Facility, Sponsors, Advertisers, directors, officers, employees, agents, representatives, servants, volunteers, and anyone else connected with the management or production of the event, from and against any and all claims, any and all known and unknown damages, injuries, losses, judgment, and/or claims from any causes whatsoever, that may be suffered by any Exhibitor to his person or property. Further, each Exhibitor expressly agrees to indemnify and hold ABE, the Show Producers and all other foregoing entities, harmless from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

**EXHIBITOR INSURANCE:** All Exhibitors/vendors agree to obtain and maintain during the use of the Event Facility, at their own expense, a Comprehensive General Liability Insurance policy. Such insurance shall be in the amount of not less than \$1,000,000.00 combined single limit for personal injury, public liability, against injury and property of others. This policy will be strictly enforced. Exhibitor assumes responsibility and agrees to indemnify and defend ABE, and the event facility, and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither ABE, nor the Event Facility maintains insurance covering the Exhibitors property and it is the sole responsibility of the Exhibitor to obtain such insurance. Exhibitor shall name A Bomb Entertainment, LLC, the facility where the event is held, and any other cities or counties, that may be required as listed as additionally insured's on the Insurance policy. You may contact ABE for a full description of insurance requirements for each event that ABE produces.

**SEVERABILITY:** Every provision of this agreement/contract, is intended to be severable and if any provision hereof is declared by a court of competent jurisdiction to be illegal or unenforceable such illegality or invalidity shall not affect the balance of the terms and provisions hereof.

**AMENDMENT OF RULES:** ABE reserves the right to make changes, amend, & supplement event rules at any time and all changes, amendments and supplements shall be binding on the exhibitor with the provisions that all exhibitors will be advised of any such change. Any matters not specifically covered herein are subject to decision by event producers.

**COMPLETE AGREEMENT:** This agreement contains a complete expression of the agreement between the parties, and there are no promises, representations, inducements, or warranties except as set forth herein. No alteration of any of its terms shall be binding unless reduced to writing. This agreement is not binding upon the Show Producers until it has been accepted and signed by an officer/agent of A Bomb Entertainment, Inc.

