

Western Exhibitors, Inc. presents



# SAN FRANCISCO CASH & CARRY SHOW GIFTS TO GO

Gifts & Jewelry to the Trade

## APPLICATION FOR GIFT & JEWELRY EXHIBIT SPACE

Concourse Exhibit Hall @ 8th & Brannan Streets, San Francisco  
October 2-4, 2009

We hereby apply for exhibit space in The San Francisco Cash & Carry Show. We agree to abide by all Show Rules & Regulations as may be detailed and set for in Exhibitor Manuals and Exhibitor Service Materials issued in advance of the Show, and to the terms printed on the reverse side of this form. Western Exhibitors, Inc. is herein referred to as Show Management. We have read and understand all items on the reverse side of this application.

COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ E-MAIL \_\_\_\_\_

PRODUCTS TO BE DISPLAYED: Please send catalog, photos/slides

\_\_\_\_\_  
\_\_\_\_\_

WEBSITE: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

### GIFT & JEWELRY VAULT BOOTH INFORMATION

For Best Placement, return this application by June 1st.

BOOTH SIZE (10' X 10').....\$975.00

BOOTH SIZE (5' X 10').....\$600.00

**Includes:** Fabric partitions, 8' sidewalls & backwall, chair, adjustable shelves, 5 ft undraped table, 500 watt electric and name sign. Drayage not included.

Please check box if merchandise requires lock up.

- Do not make Hotel/Air Reservations until Space is Confirmed!
- Please enclose Photos/Slides and Deposit with this Application
- If you are not selected into the show, Your Show Fees will be returned.

\_\_\_\_\_ BOOTHS @ \$975 each = \$ \_\_\_\_\_

\_\_\_\_\_ BOOTHS @ \$600 each = \$ \_\_\_\_\_

EACH CORNER, additional \$125.00: \$ \_\_\_\_\_  
(IF AVAILABLE)

TOTAL: \$ \_\_\_\_\_

**\$300.00 DEPOSIT** \$ \_\_\_\_\_  
**Per Booth Required**

*Non-refundable once booth has been confirmed*

**NOTE: Full Fees DUE After Balance Due Date**

Enclosed is my deposit in the amount of \_\_\_\_\_ in US funds,  
5% discount if paid in full by June 1st.

**BALANCE DUE** \$ \_\_\_\_\_  
**BY SEPT. 1, 2009**

**Payable to:**

WESTERN EXHIBITORS, Inc.

2181 Greenwich Street

Tel: (415) 447-3234

San Francisco, CA 94123-3493

Fax: (415) 346-4965

*Deposit will be charged to my credit card upon receipt of my application,  
and balance will be charged on the balance due date.*

Card Number \_\_\_\_\_ Exp. date \_\_\_\_\_ Billing zip code \_\_\_\_\_

Cardholder's name \_\_\_\_\_ Signature \_\_\_\_\_

*Payments by credit card are subject to a 3% handling fee.*

**EXHIBITOR: DO NOT WRITE HERE - FOR OFFICE USE ONLY!**

BOOTH NUMBER: \_\_\_\_\_

# Terms and Conditions

## 1. Agreement to be Bound by Terms, Conditions and Rules; Absence of Warranties

Exhibitor agrees to observe and abide by the Terms, Conditions and Rules set forth herein and in the Exhibitor Manual, issued in connection with the show and made a part of this Agreement. Exhibitor also agrees to observe and abide by such additional Terms, Conditions and Rules as Management may make from time to time, including but not limited to those set forth in exhibitor service material issued in advance of the show. Management makes no representations or warranties regarding anticipated benefits to be received by Exhibitor from participating in the show.

## 2. Termination

Management reserves the right to immediately terminate this Agreement, close the exhibit and remove Exhibitor's property if Exhibitor breaches any of the material terms of this Agreement. Breaches for which Management may terminate this Agreement include, but are not limited to, a determination by Management, in its sole discretion, that Exhibitor or any of Exhibitor's products is not eligible to participate in the show.

## 3. Partial Invalidity; Interpretation; Waiver

If any provision of this Agreement is found to be invalid or unenforceable, it shall in no way affect, impair or invalidate any other provision of this agreement, and such other provisions shall remain in full force and effect. This Agreement shall be interpreted according to its fair meaning and not for or against any party. No waiver of rights or granting of permission in any one instance shall be construed as a waiver of rights in any other instance.

## 4. Show Hours and Dates

The number of exhibit days for any given show may vary and is within the sole discretion of Management. Hours and dates for installing, showing and dismantling exhibits shall be those specified by Management in the Exhibitor Manual. All exhibits must be open for business during exhibit hours, and no dismantling or packing may be started before the official close of the show.

## 5. Late Payment; Revocation of Privilege to Attend; Cancellation

Exhibitor Manual and/or front of application set forth payment due dates and deposit information. Exhibitor's privilege to attend show and/or exhibit products is conditioned upon timely payment of all fees due hereunder and compliance with all rules and regulations. If Exhibitor fails to make payments when due or comply with any rule or regulation, Exhibitor's privilege to attend show and/or exhibit product may be revoked by Management at its sole discretion without prior notice.

## Cancellation/Reduction of Space

Exhibitor must notify Management in writing of its intent to cancel. A cancellation fee in the amount of the exhibitor's deposit will be charged on receipt of notice of cancellation BEFORE THE FINAL DUE DATE. A cancellation fee in the amount of Exhibitor's full show fees will be charged on receipt of notice of cancellation AFTER THE FINAL BALANCE DUE DATE. An Exhibitor attempting to cancel AFTER THE FINAL BALANCE DUE DATE shall owe and agrees to pay the full exhibit fees. Reduction of booth space is subject to the cancellation policy above for the portion of booth space cancelled.

## 6. Booth Description and What is Included in Fees

Exhibitor Manual contains booth description and regulations regarding booth operation and show activity.

## 7. Assignment of Exhibit Space

Provided that and subject to the applicable show building being made available to Management, Management shall assign an Exhibit Space to Exhibitor for the duration of the show only. Exhibit Space assignments shall be made solely at Management's absolute discretion, and assignment of any particular Exhibit Space at one show shall not be construed as a promise, representation or incentive that the same or similar space will be held or offered to Exhibitor at any future show. Management reserves the right to change the format and/or location of any or all Exhibit Spaces. Please refer to Exhibitor Manual for criteria used in space allocation.

## 8. Exhibition of Normal Goods and Lines

Management retains the sole right to control and/or assign Exhibit Space. Exhibitor may not allow any other company or individual to use, occupy or share its Exhibit Space without the prior written consent of Management, which Management, in its sole discretion, may withhold. At the show, Exhibitor shall only exhibit merchandise it manufactures or lines it normally represents during the calendar year.

## 9. Displays and Decorations

Please refer to Exhibitor Manual for display and decoration policy. Exhibitor shall adhere to all policies.

## 10. Fire Rules

Please refer to Exhibitor Manual for fire regulations.

## 11. Exhibitor Conduct

Please refer to Exhibitor Manual for policy on Exhibitor conduct. Exhibitor and its representatives shall adhere to all rules and regulations.

## 12. Children

Children under the age of 14 are prohibited during setup and move-out of the show. A \$10 Guest Badge must be purchased for any child to attend and they must be accompanied by a registered attendee.

## 13. Product/Brand Exclusivity

Product or brand exclusivity is not guaranteed at the Gift Show. Management takes no responsibility for protecting the exclusivity of an Exhibitor's product in any part of the show.

## 14. Limits of Management Liability; Indemnification

Neither Management nor the show building nor any of their officers, agents, employees or other representatives shall be held liable for, and Exhibitor hereby releases the same from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor and any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident and all other causes.

Exhibitor shall indemnify, defend and protect Management and the show building against, and hold and save Management and the show building harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of, Exhibitor or any of its officers, agents, employees or other representatives, including, but not limited to claims of damage or loss resulting from any breach of these Terms, Conditions and Rules, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a trade or service mark or name.

## 15. Inability to Hold Show

If, because of war, fire, strike, exhibit facility construction or renovation project, government regulation, public catastrophe, act of God or the public enemy, or other cause beyond the control of Management, the show or any part thereof is prevented from being held, is canceled by Management, or the Exhibit Space becomes unavailable, Management in its sole discretion may refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remain after deducting expenses incurred by and reasonable compensation to Management, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

## 16. Playing or Reproduction of Music/Noise Making Merchandise in Booths

Music and noise making merchandise in the booth must be pre-approved by show management and is subject to monitoring during the show and may be disallowed.

## 17. Union Labor

Exhibitor shall comply with all union regulations applicable to the set-up, display and dismantling of its exhibit. Refer to Exhibitor Manual.

## 18. Observance of Laws

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Show Building.

## 19. Arbitration

Any controversy or claim between the parties hereto arising out of or related to the provisions of this Agreement or the breach thereof, shall be settled by binding arbitration by one arbitrator selected by Management in San Francisco, in accordance with the Rules of the American Arbitration Association, and judgment upon the decision or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

## 20. Execution; Amendments

This Agreement shall be deemed to have been executed and entirely performed in California. This agreement may not be amended or modified except by a written instrument executed by an officer of Management which specifically states that it amends and/or modifies this Agreement.

## 21. Entire Agreement

This Agreement, including the Exhibitor Manual in effect for this show and exhibitor service material, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. No party is relying upon warranties, representations, or inducements not set forth herein.

## 22. Acceptance of Fees

This Agreement shall be effective upon execution by Exhibitor. In the event Exhibitor tenders show fees or deposit on same but refuses or neglects to execute and return this Agreement, such Exhibitor shall nevertheless be bound by its provisions and shall be deemed to have read and executed this Agreement and to have agreed to it in its entirety.

*Please make a copy of these terms and conditions for your records*

