



COMMERCIAL EXHIBITOR AGREEMENT

2017 WALNUT CREEK CHAMBER OF COMMERCE & VISITORS BUREAU
ART & WINE FESTIVAL

Submission of this contract does not guarantee a booth space at the Art & Wine Festival. This contract is not binding upon the Walnut Creek Chamber of Commerce & Visitors Bureau unless it is signed by the President of the CHAMBER.

This agreement is by and between _____,
_____, hereafter called the "EXHIBITOR" and the
Walnut Creek Chamber of Commerce & Visitors Bureau called the "CHAMBER".

WITNESSETH:

1. That the CHAMBER hereby grants to the EXHIBITOR the sole right to use for the period of June 3– June 4, 2017, one exhibit space. Said space being approximately 10 feet wide by 10 feet deep, in which the EXHIBITOR agrees to display, sell, or give away only the following items:

2. That the EXHIBITOR shall pay to the CHAMBER for use of said space the sum of \$2,500 per space. NO REFUNDS.

3. That the EXHIBITOR agrees to indemnify, defend and save harmless the CHAMBER, the City of Walnut Creek, their officers, agents, 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 but not limited to persons to whom the EXHIBITOR may be liable under any Workmen's Compensation law and the EXHIBITOR himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares of merchandise, caused by, arising out of or in any way connected with the exercise by the EXHIBITOR of the privileges herein granted.

4. It is mutually understood and agreed that no alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties hereto, and that **no oral understanding or agreements**, unless made in writing hereto, shall be binding on any of the parties hereto.

5. In the event the EXHIBITOR fails to comply in any respect with the terms of this agreement, all payments for this exhibit space shall be deemed earned and non-refundable by the CHAMBER, and the CHAMBER shall have the right to occupy the space in any manner in the best interests of the CHAMBER without further notice to the EXHIBITOR.

6. The EXHIBITOR shall not assign or sublet said space, or any part thereof, without the written and duly signed consent of the CHAMBER.

7. That this agreement is not binding upon the CHAMBER until it has been duly accepted and signed by its authorized representative.
8. The CHAMBER reserves the right to cancel this contract and refund all monies.

COMMERCIAL EXHIBITOR RULES AND REGULATIONS

- 1) **THE CHAMBER** reserves the right to decline or prohibit any exhibit or Exhibitor which does not meet the approval of the CHAMBER. This reservation covers persons, things, conduct, printed matter, advertising, souvenirs and emblems, and any and all else which affects the CHAMBER or the Festival.
- 2) **BOOTH SPACES** - Booth space fees are \$2,500 each. The CHAMBER reserves the right to determine placement of Exhibitors. Each space is approximately 10' x 10'. Tents, counter/tables, chairs and lighting are the responsibility of the EXHIBITOR. Any damage to the booth space will be the responsibility of the person/group causing the damage.
- 3) **CANCELLATION** – All fees are non-refundable.
- 4) **STAFFING/HOURS** – Staffing of Booths is **required** during **all the hours** indicated.

Saturday, June 3	10:30 a.m. – 7:00 p.m.
Sunday, June 4	10:30 a.m. – 6:00 p.m.

Any variation in the staffing hours and the CHAMBER reserves the right to move the booth to another location, or ask EXHIBITOR to vacate the grounds. You may hand carry items off the grounds at closing time, but NO vehicles will be permitted on the grounds at any time before, during or after the Festival.

- 5) **SECURITY** – Security is the responsibility of the EXHIBITOR. The CHAMBER provides general grounds security from 9:00 p.m. – 6:00 a.m. on June 2 & June 3. Walnut Creek Police officers will be circulating throughout the Festival from 11:00 a.m. to 7:00 p.m. June 3 and from 11:00 a.m. to 6:00 p.m. on June 4. The CHAMBER is not responsible for any EXHIBITOR items that are lost, stolen, or damaged. EXHIBITORS are encouraged to remove any valuable items from their booth when the booth is unattended. ALL items must be removed from the Festival grounds by 8:00 a.m. on MONDAY, June 5. Any items left after that time, will be removed at the EXHIBITOR'S expense.
- 6) **WATER** – EXHIBITORS using water will be required to furnish their own hoses to fill displays. Plan on early set-up to allow time for filling, as water supplies and access is limited. The need for water **MUST** have been specified on the EXHIBITOR Application form.
- 7) **PARKING** – (1) complimentary parking permit will be provided for each booth. Overnight RV parking will be permitted **ONLY** with prior notice to the CHAMBER; however, there are not any water or sewer hook-ups available.
- 8) **SOUND LEVEL**- The CHAMBER wants to see an enthusiastic group of EXHIBITORS and public in the Exhibitor Area. If you plan to use a public address system or microphone, radio or amplified sound device in your booth, please be sure to indicate that on your application. The CHAMBER does reserve the right to determine appropriate sound levels in order to protect the rights of surrounding booth neighbors.
- 9) **DRAWINGS/PRIZE SPINS** – Prize drawings and spin chances are permitted with prior approval by the CHAMBER. If you are having a drawing/spin with the winner being announced following the close of the Festival, forms indicating the prize, delivery date of the prize, winner's name and address must be submitted to the CHAMBER office by noon on Monday, June 5, 2017.
- 10) **GIVEAWAY ITEMS** – All giveaway contests and items must be approved by the CHAMBER prior to the opening of the Festival. The CHAMBER reserves the right to refuse permission for any item to be distributed on Festival grounds. Please submit a description of the giveaway contest and items with this contract.

11) **HOUSEKEEPING** – It is the desire of the CHAMBER to maintain a neat, clean and safe environment for the Exhibitors and visitors. Each EXHIBITOR is responsible for keeping the immediate area around their booth neat and clean.

12) **SAFETY** – All reasonable care must be exercised in the interest of public safety. All fire regulations prescribed by the Fire Marshall, local authorities and the CHAMBER must be strictly observed.

13) **MANDATORY RE-SALE PERMIT** – EXHIBITORS are required to provide the CHAMBER with a valid re-sale permit number from the State Board of Equalization and the permit must be displayed during all hours of operation. Permit numbers will be verified prior to application acceptance.

By my signature below, I hereby agree to abide by all terms and conditions set forth above:

Signed: _____ Printed Name: _____

For: _____, EXHIBITOR

Federal Tax ID#: _____ Re-Sale Permit #: _____

Street: _____ City: _____ Zip _____

Phone: _____ Cell: _____

Email Address: _____

PAYMENT INFORMATION

Name as it appears on Credit Card: _____

Card Billing Address _____

Credit Card Number: _____ Exp _____

Security Code: _____ Amount to be charged: _____

Signature: _____ Date: _____

Accepted for the Walnut Creek Chamber of Commerce & Visitors Bureau

Mail to:

Walnut Creek Chamber of Commerce & Visitors Bureau, 1280 Civic Drive, Suite 100, Walnut Creek, CA 94596
Or attach by email to Chamber@walnut-creek.com