

January 27-28, 2024

LAS VEGAS HOME IMPROVEMENT SHOW

M Casino--Pavilion Tent 12300 Las Vegas Blvd., Henderson, Nevada 89044 Company _____Show Contact _____ Address ______City _____State___Zip _____ Phone _____ Cell ____ Email ____ Booth Choice: 1#______ 2#_____ 3#_____ Contractors License # _____ 1) If you are conducting sales subject to resale tax _____ (Your resale number) (Nevada state resale tax number) 2a) If you are not conducting sales subject to resale tax, please provide your Corp Tax ID # $_$ 2b) Check one: No sales are being made or solicited at the event. Items sold <u>are exempt from sales tax</u>. 3) Products Displayed ___ **Booth Costs** 10 x 10 inline, \$1,045.00 10 x 20 inline, \$1,775.00 20 x 20 endcap, \$2,975.00 10 x 20 corner, \$1,875.00 10 x 10 corner, \$1,175.00 20 x 30 endcap, \$3,985.00 Total Payment ___ ___ 50% Deposit __ _____ All booths sold after 12-12-23 require full payment. Balance of contract due 12-13-23 By signing this contract, customer confirms that he/she has read, discussed and understands all terms, conditions & fines on both sides of this agreement and agrees to be bound thereto. Exhibitor understands that additional fees will apply if the terms & conditions set forth are not completely adhered to. By acceptance of this agreement, the exhibitor expressly releases On The Edge Promotions, Inc. and its agents and representatives, from any and all liability for any damage, injury or loss to any person or goods from the rental and/of occupation of show spaces. All payments are non-refundable. Should Exhibitor provide written notice of cancellation at least forty-five (45) days prior to the first day of the above referenced show, no additional funds shall be due. If written notice of cancellation is provided within forty-five (45) days of the first day of the show, the Exhibitor agrees it will immediately pay the full contract amount set forth above to On The Edge Promotions, Inc. Execution and delivery of this agreement shall constitute an agreement to reserve and rent space indicated below at the aforesaid rate subject to the terms and conditions of this agreement. Authorized Signature ______ Print Name _____ _____ Date ____ Paul Smith, President Make checks payable to: Marlene Thorne ON THE EDGE PROMOTIONS INC. Sponsorships-Media Promotions **Director of Sales** PO Box 1388 714-931-3600 702-238-2589 or 714-608-1722 Placentia, CA 92871 sales@lvhomeshows.com marlene@theedgepromotions.com Company Name _____Card Holder _____ Address on Card_____ State City _____ _____ Zip_____ Amount to Charge _____ _____ (Balances for M Casino to be run on December 13, 2023) ☐ Visa ☐ Mastercard ☐ American Express_____ --____ Exp. Date ______ V-Code _____ Signature _____ (Authorized Credit Card Holder) OFFICE USE ONLY: Cat. _____ _____ Show Site Info / VIP Passes Mailed ____ Deposit Rec'd. _____ Date Rec'd. _____ Ck /CC# _____ Balance Due _____ Balance Rec'd. _____ Date Rec'd. ____ Ck /CC# ____

TERMS & CONDITIONS OF AGREEMENT

- 1. Installation and Dismantling of Exhibits. The facility will be available to the exhibitor beginning in accordance with the exhibitor kit for each specific show. All exhibits and furnishings must be confined to the limits of the space on the floor plans. DISMANTLING OF THE EXHIBIT BOOTH IS PROHIBITED PRIOR TO THE CLOSE OF THE SHOW. A minimum \$200 fee will be assessed and charged for the removal or dismantling of any portion of the display prior to the close of the show. The Exhibitor's property must be removed from the show facility completely no later than 11am the day after the show closes, unless otherwise noted in the exhibitor kit. A \$200 fee will be assessed and charged for any portion of the Exhibitor's display that is left on the premises of the facility after that time. Exhibitor shall be liable for all storage and handling charges resulting from its failure to remove Exhibitor's property from the facility. Show management will not be liable for any loss of damage to removed property.
- 2. Booth Construction. Booth size may vary but will include at least three-foot-high side curtain dividers and an eight-foot-high curtain backdrop unless booth is an island. Exhibit space rental does not include water, carpeting, exhibit furnishings or additional curtains which may be obtained from the official decorating and/or electric company.
- 3. Display Regulations. Display materials of any nature may be placed at a height not exceeding eight feet from the facility floor across the back of the booth. The display may have sides extending four feet from the back wall to eight feet in height. The balance of the side space can be no more than three feet high. Any consideration for the waiver of said regulations must be submitted in writing to the show management with a complete explanation. There is an additional \$100 fee paid to the show management for processing a variance of this regulation. No banners, decorations, advertising materials, signs or special exhibits will be permitted outside of assigned booth area. No adhesive backed (stick on) decals or similar items may be used or distributed in anywhere in or around the facility.
- 4. Paint, Adhesives, Etc. Exhibitor may not apply paint, adhesives or other coatings to the facility columns, floors, walls, or any surface. Exhibitors shall not affix any items directly on the draperies supplied for the show. Exhibitor shall not deface any part of the facility, including penetration of asphalt or concrete surfaces, nor shall it display any hanging signs, pictures, notices or advertisements from the piping, conduits, columns, walls, or ceilings either on the outside or inside of the facility without the expressed written consent of show management. Exhibitor agrees to pay for damages, expenses or costs incurred from repair or removal of any paint, adhesives, or any other coatings form the facility applied by the Exhibitor.
- **5. Special Utilities.** Electrical, gas, water, telephone, Internet, and other such services that may be required by Exhibitor are provided only when the Exhibitor orders and agrees to pay for such utilities specifically from the service contractor authorized to supply such services in conformity with city, insurance, and other requirements.
- **6. Hazardous Materials**. No flammable or hazardous materials of any type, including decorative materials, or any material which is prohibited by national, state, or local fire regulations or other regulations may be used in any area.
- 7. Solicitations. Samples, souvenirs, literature etc. shall be distributed only from within the assigned space of the Exhibitor. Exhibitors soliciting outside of their booth space will be given one written warning. The next violations will be assessed and charged a \$50 fee. The third violation will have cause for the booth to be closed and Exhibitor shall be prohibited from use of the space during the show. All costs by show management with regard to closing or dismantling booth will be charged to the Exhibitor. Exhibitor will not receive a refund for booth closing.
- 8. Demonstrations, Lectures and Objectionable Exhibits. Audio-visual demonstrations and lectures will be permitted only in Exhibitors explicit locations and with sound intensity such that it does not interfere with the activities of other exhibitors. Show management shall have full discretion to restrict the operations of any Exhibitor insofar as the operation is objectionable to other exhibitors, the public or as a result of excessive noise or other offensive or objectionable activities.
- **9. Booth Assignment.** All booths shall be assigned by show management. Exhibitors shall not assign sublet or apportion any part of the space assigned. The booth location may be moved at the discretion of the show management.
- 10. Booth Hours. Exhibitor will be admitted to the show two hours prior to the daily show opening. All exhibits must be in place and decorated one hour prior to the show opening. Exhibitors will be notified not less than 14 days before the show of specific dates and time for move-in and move-out.
- 11. Product Selection. Exhibitor is bound by the product category(s) listed on the front of the contract. Any product displayed not listed will be removed immediately. If Exhibitor does not comply with the demand, Exhibitors booth will be directly closed and no refund will be granted.
- 12. Damage to Facility. Exhibitor is liable for any damage caused by it or its employees, agents, or representatives to any part of the exhibition facility, booth equipment or the property of any other exhibitors. Exhibitor assumes all financial responsibility for all costs incurred by the show management or facility to repair any damage cause by Exhibitor.
- 13. Liability for Exhibitor's Property. Each Exhibitor shall make provisions for securing its booth until the booth is removed by Exhibitor. Security personnel will be employed for each show, however, show management is not responsible for the safety of the exhibits against fire, accidents, theft or loss or injury whatsoever.
- 14. Default of Occupancy. Should Exhibitor fail to occupy space contracted for, Exhibitor is not relieved of its obligation to pay full rental of such space. If the Exhibitor fails to occupy the space by 8:00 am the day of the show opening, such space may be rented, relocated and/or assigned to another Exhibitor or used for other purposes within the discretion of show management. Exhibitors are required to have their booth occupied 20 minutes prior to show opening and throughout show hours.
- 15. Exhibitor's Responsibility. Exhibitor agrees to indemnify show management, the facility, and the city together with all officials, officers, employees, and representatives thereof and to hold each harmless for claims arising out of acts of negligence or other acts by Exhibitor, its agents, representatives, or employees or out of any labor dispute. Exhibitor agrees to carry their own liability insurance for the booth operations naming Show Management as an Additional Insured. Certificate of insurance should be available upon request.
- **16.** Cancellations. All deposits and payments are non-refundable. If Exhibitor provides a written notice of cancellation at least 45 days prior to the first day of the scheduled show, no additional money shall be due. If notice of cancellations is provided within 45 days of the first day of the show, the show management and Exhibitor agree that the entire contract amount will be deemed earned by show management and the full contract amount shall be immediately due and payable.
- 17. Rescheduling of Event. If Management cancels the Event due to circumstances beyond the reasonable control of Management (such as acts of God, acts of war, governmental emergency, fires, labor strikes, or unavailability of the exhibit facility), Management may retain such part of the Exhibitor's rental as shall be required to recompense Management for expenses incurred up to the time of such contingency shall have occurred. If such extenuating circumstances should occur, all remaining deposits and payments will be moved to the next show.
- 18. Compliance with Local Laws. Exhibitor and its agents, employees and representatives will at all times comply with all federal, state, city and local laws and ordinances. Exhibitor shall be responsible for obtaining any and all licenses, permits or approvals required under the state or local laws applicable to Exhibitor's particular activity at the show. Exhibitor shall also be responsible for obtaining tax identification numbers all taxes, license fees or other charges that may become due to any government authority in connection with the Exhibitor's activity. Contractors are required to have a current Nevada Contractors license. Exhibitors handling food of any type are required to have a health permit.
- 19. Collections. If suit is instituted to collect past due monies, Exhibitor agrees to pay the actual cost and expenses of collection in addition to court costs and reasonable attorney's fees and costs together with interest on such amount at the maximum rate permitted by law. This agreement is governed by the laws of the State of California and any action brought hereunder shall be filed in the County of Orange, California.
- 20. No Representation. Show management makes no representation or warranty regarding the success of the show, including but not limited to the attendance, exhibitor participation, weather, or the success of Exhibitor's display or salesmanship

BY SIGNING BELOW, I AFFIRM THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF BOTH SIDES OF THIS AGREEMENT.

Authorized Signature Print Name Date	
--------------------------------------	--