

# New Mexico's Largest Home Shows



# Exhibitor Agreement

Please complete this form  
and return ASAP

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**IMPORTANT: Please read entire "Agreement Terms and Conditions" before signing Agreement**

Show	Show Name	Location	Date
[ ]	Albuquerque Home Remodeling & Lifestyle Fall Show	EXPO New Mexico	September 29-30, 2018

Please accept this request for exhibit space at the reserved show(s) as indicated above. Execution and delivery of original or fax copy of this contract and a (non-refundable) deposit shall constitute an agreement to reserve space at the rates shown below, subject to the Terms and Conditions of this Agreement, which are an integral component of the contract. Full payment is required within 30 days prior to the show. New Mexico Gross Receipts Tax will be applied to all exhibit space sales unless a valid tax exempt certificate is supplied.

Date:	Company:		
Address:		City, State, Zip:	
Phone:		Email:	
Category/Product Names:			
Name to Appear on Booth ID Sign*:			
Additional Details:			
Signature:		Printed Name and Job Title:	

## Cost and Payment Information

Booth(s) Cost:	\$
Additional Costs:	\$
Discount(s):	\$
NM Gross Receipts Tax:	\$
Net Cost:	\$
50% Deposit of Net Cost (Due with Booth Reservation):	\$
Final Balance Due (30 Days Prior to Show):	\$
Payment: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit/Debit Card (Make Checks Payable to <b>ABQ Home Shows LLC</b> )	
Credit Card Number	Security Code:
Expiration Date:	Cardholder Name:
Statement Address and Zip Code:	
 Authorized Signature:	Printed Name & Title:

Payment Terms: 50% deposit due with application; balance due 30 days prior to show. Deposits are non-refundable and non-transferable. Prepayments will be refunded up to 50% if cancellation is made 30 days or more prior to show. Cancellations of prepayments 30 days or less prior to show are non-refundable. Single Show Prepayment Discount Terms: Payment must be made with booth reservation 45 days or more prior to show date. Marketplace Booth Terms: In order to be eligible for a Marketplace booth, you must be an artist, make handmade items or have gourmet food related products. New Mexico-based Marketplace booth vendors receive an additional \$50 discount per 10X10 booth. For information on digital ad sponsorships, seminar presenter and show sponsorship opportunities, please ask representative for details.

### For ABQ Home Shows Use Only

Sales Rep:	Booth Locations:
Accepted by:	Electricity Needed: [ ] Yes [ ] No

\*Company name as shown will be used in all promotional materials

# Agreement Terms and Conditions

## 1. BOOTH CONTRACT

The exhibit space contracted and nonrefundable payment upon receipt by Management shall constitute a valid and binding contract. If, due to circumstances beyond the control of Management, the show should be canceled, the contracted Exhibitor shall waive any claims for damages or compensation.

## 2. BOOTH ASSIGNMENT

While initial booth reservation may be mutually agreed to by the exhibitor and Management, final assignment is the sole right of Management. Every attempt will be made to locate the Exhibitor in the booth he or she has reserved, but in extenuating circumstances, the booth may be reassigned without approval of exhibitor. The Exhibitor may not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials other than his/her own in the exhibit space without written consent from Management.

## 3. LATE PAYMENTS

If booth space is purchased more than 30 days prior to the event, full payment for the space is due not less than 30 days prior to the event. If full payment for booth space contracted more than 30 days prior to the event is not received on or before 30 days prior to the event, the Exhibitor will be deemed to be in default of this Agreement, and Management may reassign or cancel previously assigned booth space at its sole discretion. Deposits are non-refundable and non-transferable.

## 4. COLLECTION

If suit is instituted to collect unpaid charges, Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate.

## 5. ELECTRICITY

Each booth includes one 500 watt duplex electrical outlet. It is the responsibility of the exhibitor to inform management if additional electrical power is required. A charge of at least \$50 will be assessed.

## 6. COMMON AREA INSURANCE

Insurance for common areas will be purchased by Management as required. Insurance coverage does not include exhibitor areas and the Exhibitor holds Management harmless from all claims arising within the contracted exhibit areas.

## 7. EXHIBITOR INSURANCE

Exhibitors shall carry and maintain during the period of any show in which he/she exhibits, including move-in and move-out days, and at his or her sole cost and expense, personal injury, theft, and property damage coverage under a policy of general public liability insurance. Exhibitor warrants that by signing this contract he or she has complied with the insurance requirement of this contract.

## 8. BOOTH CONSTRUCTION

Unless noted otherwise, each booth will be 10 ft. x 10 ft., with 3 ft. high curtain side dividers, and 8 ft. contained backdrop (unless otherwise indicated). An identification sign will be provided.

## 9. EXHIBIT INSTALLATION

Exhibitors may begin booth construction after checking in at show office. SETUP HOURS: Thursday 8am - 7pm; Friday 8am - 8pm. All installations must be completed by 8pm on Friday. **NO EXCEPTIONS ALLOWED.**

## 10. LABOR

Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and recreating of displays. These services, if desired, may be arranged with the official show decorator.

## 11. FORKLIFT

If you plan to use your own forklift during show set-up or removal, you must notify Management at least 10 days in advance of event. Current valid operator's license and proof of insurance must be provided. Management may direct your set-up or removal time for safety reasons.

## 12. UNOCCUPIED SPACE

In the event an Exhibitor has failed to occupy the space contracted by the end of the setup hours, Management shall have the right to utilize such space in any manner it chooses. This will in no way release the contracted Exhibitor from this Agreement, nor shall a refund be due.

## 13. EXHIBIT STAFFING

All exhibits must be staffed during show hours by at least one person. Exhibitors must arrive at least 15 minutes prior to show opening. Staff must be 18 years of age or older.

## 14. BOOTH OPERATION

Unless prohibited by Management or Venue, products and services may be sold from exhibit space. The Exhibitor shall hold harmless Management from any and all damages or theft of merchandise or materials from contracted exhibit space. Exhibits shall not extend beyond allotted space unless authorized in writing by Management, nor shall exhibit staff actively solicit outside of booth space.

## 15. SALES LICENSES

Exhibitors who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with City and State licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agency.

## 16. EXHIBIT CARE

Contracted janitorial services will sweep and clean aisles and empty trash canister. Exhibitors are responsible for keeping their exhibits clean and orderly. Trash must be placed in aisles for pick up at close of show each evening.

## 17. BOOTH MUSIC

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source (i.e. BMI, ASCAP). Evidence of such an agreement must be available for review upon request. In the event written confirmation cannot be documented, the Exhibitor agrees to cease playing the music.

## 18. NOISE CONTROL

The use of sound equipment is prohibited unless approved by Management. Any electronic equipment or machinery which is determined to be distracting to other exhibits will not be permitted.

## 19. SECURITY

Security will be provided to patrol the show and after show hours until 12 noon Monday. The exhibit hall must be vacated within 30 minutes after show closing on Saturday. Exhibitors will be allowed to enter the exhibit hall only upon presentation of an authorized exhibitor pass. Management is not responsible for theft or damage of property from exhibitor space.

## 20. REMOVAL OF EXHIBITS

**NOTHING WILL BE ALLOWED TO LEAVE THE EXHIBIT HALL BEFORE 4PM SUNDAY.** REMOVAL HOURS: Sunday 4pm - 11pm and Monday 9am - Noon. Any exhibits not completely dismantled and removed by the above hours will be removed and associated fees will be charged to the Exhibitor at prevailing rates. Removing your exhibit prior to 4pm Sunday may result in exclusion in future shows.

## 21. NON GUARANTEE

Management shall remain free of harm of product sales, attendance, exclusive privileges or Exhibitor success.

## 22. REGULATION COMPLIANCE

Exhibitor shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State, and local statutes, ordinances, rules and regulations.

## 23. RIGHT TO REFUSE

Management reserves the right to review and reject any application for exhibit space without prejudice.

## 24. REPRESENTATION

No representations are/have been made unless in writing.

## 25. FAILURE TO PERFORM

Should the Exhibitor fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by Management and its subsidiaries, he or she may be prevented from exhibiting with forfeiture of exhibit space rental. Management shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor use of the venue, or facility policy including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (e.g. flood, fire, or earthquake). If Management is unable to open the Show as herein provided, or is compelled to postpone, cancel or relocate said Show for causes beyond its control, then it shall not be in any manner financially liable to Exhibitor. All Exhibitor funds collected from the canceled or postponed show will be refunded to Exhibitor or applied to the next available show.

## 26. AMENDMENTS

The Management retains the full power to interpret and amend these rules and also to rule on any and all situations which may arise that are not explicitly outlined in the terms defined herein.