

Exhibitor Agreement




ABQ Home Shows LLC • P.O. Box 92975 • Albuquerque, NM 87199-2975
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*Please complete this form
and return ASAP*

Show #	Show Name	Location	Date
[]	Albuquerque Home & Lifestyle Spring 2023 Show	EXPO New Mexico	February 25-26, 2023
[]	Albuquerque Home & Lifestyle Fall 2023 Show	EXPO New Mexico	October 21-22, 2023

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 state Gross Receipts Tax will be applied to all exhibit space sales unless a valid tax exempt certificate is supplied.

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

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 ABQ Home Shows LLC)			
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 and prepayments are non-refundable and non-transferable. Single Show Prepayment Discount Terms: Payment must be made with booth reservation 60 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. For information on 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

Exhibitor Agreement Terms and Conditions

In signing this Agreement, Exhibitor agrees to abide by the following Terms and Conditions:

1. VALID AND BINDING CONTRACT

Exhibit space contracted for by Exhibitor shall constitute a valid and binding contract with ABQ Home Shows LLC ("Management"). If, due to circumstances beyond the control of Management, the show should be canceled, Exhibitor agrees to waive any claims for damages or compensation from Management.

2. EXHIBIT SPACE ASSIGNMENT

While Exhibitor and Management may agree to an initial exhibit space assignment at the time this Agreement is signed, final exhibit space assignment is at the sole discretion of Management. Every attempt will be made to locate the Exhibitor in the space he/she has reserved. However, if deemed necessary by Management, exhibit space may be reassigned without approval of Exhibitor. Exhibitor may not assign, sublet or apportion the whole or any part of the space assigned, nor shall Exhibitor have representatives, equipment or materials other than his/her own in the exhibit space without the written consent of Management.

3. PAYMENTS

If exhibit 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 exhibit 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 exhibit space at its sole discretion. Deposits are non-refundable and non-transferable. Full payment is due with all space reservations made 30 days or less prior to the event.

4. COLLECTION OF UNPAID CHARGES

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 exhibit space includes one 110-volt 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 to the Exhibitor.

6. COMMON AREA INSURANCE

Management provides insurance for common areas. Insurance coverage does not include exhibit space contracted for by Exhibitor. Exhibitor holds Management harmless from all claims arising within contracted exhibit space.

7. REQUIRED EXHIBITOR INSURANCE

Exhibitor 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/her sole expense, general liability coverage from an insurance company in good standing with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Exhibitor warrants that he/she is in compliance with this requirement, and holds Management and venue harmless from any claims arising from its failure to maintain adequate insurance.

8. EXHIBIT SPACE DIMENSIONS

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

9. EXHIBIT INSTALLATION

Exhibitors may begin exhibit space construction after checking in at show office during setup hours set by Management. NO EXCEPTIONS ALLOWED.

10. LABOR

Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and recrating displays.

11. FORKLIFT

If Exhibitor wishes to use its own forklift during show set-up or removal, it must notify Management at least 10 days in advance of event. Current valid operator's license and proof of insurance must be provided. Setup or removal time may be specified by Management for safety reasons.

12. UNOCCUPIED SPACE

If 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 Exhibitor from this Agreement, nor shall a refund be due.

13. STAFFING

All exhibits must be staffed during show hours by at least one person. Staff must be 18 years of age or older.

14. TENTS AND CANOPIES

Tents and canopies are not permitted on booths located inside the event. Structures with solid roofs such as storage buildings or sunrooms are permitted, provided that the structure is used for display purposes only, and not as the booth itself. Structures must be equipped with a fire extinguisher. Tents and canopies are permitted for outdoor use, provided they have the appropriate UL or FM listing or nationally recognized standard for fire resistive ratings, and shall have a permanently affixed label bearing the identification of the size and

fabric or material type in accordance with IFC 2003 Chapter 24. Any outdoor tent or canopy not compliant with regulations will not be allowed.

15. EXHIBIT OPERATION

Unless prohibited by Management, 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. Exhibit staff may not actively solicit outside of exhibit space, nor shall they solicit in a way that interferes with the operation of other nearby exhibitors. Violation may result in expulsion from show.

16. SALES LICENSES

Exhibitors that plan to sell merchandise on the premises are responsible for complying with city and/or state licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agencies.

17. EXHIBIT CARE

Contracted janitorial services will sweep and clean aisles and empty trash canisters in common areas. 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.

18. FOOD & BEVERAGE

Exhibitors selling packaged food or beverage products may provide samples to attendees. Such exhibitors must comply with all city and/or state health requirements. Candies are permitted giveaways. Exhibitors may not give away bottled beverages or food that may be purchased from venue concessionaires.

19. EXHIBIT MUSIC

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

20. NOISE CONTROL

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

21. SECURITY

Security will be provided to patrol the show and after show hours until 11 pm Sunday. After show hours, 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.

22. REMOVAL OF EXHIBITS

Exhibits may not be removed from show prior to show conclusion except with approval of Management. Removal hours are Sunday 4pm - 9pm and Monday 8am - Noon. Any exhibits not completely dismantled and removed by the removal deadline will be removed by the venue, and associated fees will be charged to the Exhibitor at prevailing rates.

23. NON GUARANTEE

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

24. 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. Failure to do so may result in expulsion from the show.

25. RIGHT TO REFUSE

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

26. REPRESENTATION

No representations are/have been made unless in writing.

27. 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 and/or sponsorship fees. 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 or tornado). 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.

28. AMENDMENTS

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.