

napa valley rally



Napa Valley Marriot Hotel & Spa

VENDOR DISPLAY SPACE AGREEMENT

The following application, if accepted, will represent a contractual agreement between the applicant (vendor) and Promoter (41Live!) .

COMPANY _____

CONTACT _____

EMAIL _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

Day of Event Contact _____

Mobile #(s) _____

PRODUCTS/SERVICES _____

DISPLAY INFORMATION

Refer to the attached Rate Sheet and **OPTIONAL ACCESSORIES** for prices. Display must fit into the size listed below.

DISPLAY SIZE: _____

of Vendor Passes _____

ELECTRICITY _____

TOTAL AMOUNT DUE: \$ _____

PAID Yes / No

VENDOR/PARKING PASSES

Number of vendor & parking passes issued is based on display space size. Additional vendor passes can be purchased. (See details on Page 4).

OPTIONAL ACCESSORIES

PLEASE NOTE: All accessories may not be available within two weeks prior to the event and are based on availability.

TENTS: Tents are NOT included in the cost of your display. If you would like Promoter to provide a tent, please indicate "Yes" and the size requested below. You will be invoiced the cost. Contact Display Manager to inquire about cost, details, and availability.

____n/a____ **Yes**, I would like to have a tent installed as part of my display space.

____--____ (Available in 10' sections only)
SIZE

____X____ **No**, I will not be needing a tent.

ELECTRICITY: There are limited spaces available with electrical hook-ups. All electrical spaces are on a first-come first-served basis.

0-500 WATTS (5 AMPS) \$ 85.00 _____
Over 500 amps \$ 125.00 _____

*Electricity for show hours only. Double charge for 24 hrs/day.

SECURITY: Promoter provides roving security. Additional security needs: please contact Promoter. Additional charge applies

PAYMENT

Space reservation is not secured until deposit or payment is received. **Payment must be paid in full PRIOR TO Set-up.**

CREDIT CARD Venmo

AMEX MASTERCARD VISA

Account No: _____

EXPIRES: _____ CODE#: _____

Cardholder Name: (Please Print) _____

Signature: _____

Cardholder Billing Address: _____

City/State/Zip _____

CHECK - Please make checks payable to:

41Live!
3655 Omec Park Drive
Rancho Cordova CA 95742

TERMS & CONDITIONS

STANDARD BOOTH EXHIBITS

Regular and specially built back walls including signs may not exceed 8' in height. Exhibitors shall be so arranged as to not obstruct the general view nor hide the exhibits of others.

FOOD\BEVERAGE\SOUVENIR SALES

Absolutely NO food/beverage distribution to the public will be allowed, INCLUDING WATER. Promoter reserves the right to remove ANY vendor found not to follow these rules. Absolutely NO souvenir or novelty related merchandise will be sold to the public unless approved and authorized by Promoter. This includes but is not limited to event t-shirts.

AMPLIFIED MUSIC - AUDIO DISPLAYS

All amplified music is maintained at which normal conversation can be carried on in any adjacent display booth or event activity.

OPERATION

Exhibitor will keep the exhibit open and always staffed during show hours. Promoter reserves the right, should any rented exhibitor's space remain unoccupied to pay the full amount specified in the invoice for space rental. Promoter reserves the right to restrict exhibits to a minimum noise level, and to suitable methods of operation and display of materials. If, for any reason, exhibit contents are deemed objectionable by Promoter, the exhibit will be subject to removal. This reservation includes but is not limited to, persons, things, conduct, printed matter, or any item of poor character, which the management considers objectionable to the displays well being. In the event of such an eviction or restriction, management will not be liable for refunding rental fee or funds paid for exhibit equipment rental, except at its own discretion. All exhibits must remain in the confines of space(s)\booth(s). Attendants, models, and any other employees must confine their activities to the space(s)\booth(s) occupied by the exhibitor. Exhibitor grants permission to Promoter and its agents to use exhibitor's image and/or likeness in connection with any live or recorded video display or other transmission or reproduction in whole or part of the event. Handouts, including literature and souvenir items, and all promotional materials, must be distributed from the designated exhibitor space\booth only. These items may not be left unattended in booth, or distributed from any other area, without written permission from Promoter. **NO EXCEPTIONS.**

LIABILITY

Neither Promoter management and/or its sponsors or agents, their representatives, or any member or employee of Promoter, is responsible for any injury, loss or damage to any exhibitor, his employees or property. The exhibitor, upon execution of the contract, expressly releases the foregoing named association, parties, individuals, and employees from all claims for such loss, damage, or injury. To prevent lost or stolen articles, merchandise must be securely fastened to display boards or locked up when booths are unattended. The exhibitor hereby acknowledges and assumes all risks incidental to this event and agrees that all participants, sanctioning bodies, and all employees, agents' officers, and directors of promoter and Venue, are hereby released from all such injuries, damages or claims arising from the event.

Exhibitor agrees to secure and maintain a commercial general liability insurance policy including bodily injury, property damage and contractual liability on an amount not less than \$1million per occurrence covering Promoter and their subsidiaries and affiliates, and their respective members, partners, directors, managers, officers, employees, and agents as additional insured on Vendor's policy solely with respect to the operations of Vendor while

on the property of Venue. Exhibitor shall also carry workers' compensation (statutory limits) and employer's liability insurance with respect to its own employees. A waiver of subrogation is to be provided under all applicable policies. Exhibitor must provide a copy of certificate of insurance to Promoter prior to setting up vendor display. See attached sample certificate for further details.

All restrictions and/or levies enforced or imposed by Promoter, the Venue and/or the State of California must be observed by the exhibitor, and Promoter, its staff, or participating sponsors or co-sponsors, assume no responsibility or liability whatsoever in matters related to any restriction and/or levies imposed on any exhibitor by the Venue, and/or the State of California. No responsibility is assumed by Promoter for goods delivered to the facility OR FOR MATERIALS LEFT IN THE DISPLAY AREA AFTER CLOSING HOURS. Exhibitors wishing to insure their display materials or components thereof, including merchandise, must do so at their own expense. Promoter will do all in its power to cooperate with its exhibitors in helping to make the exhibition productive and profitable for all concerned. We ask your cooperation in observing fire and other safety regulations, and in maintaining a display space of good taste.

CARE OF EQUIPMENT

Exhibitor and/or their agents must not injure or deface property. Should such damage occur, the exhibitor is liable to the damaged property's owners.

FIRE SAFETY AND HEALTH REGULATIONS

The exhibitor agrees to comply with local, city, state laws, ordinances, and regulations, and the regulations of the Venue covering fire safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth space and protected by safety guards where necessary. Exhibitors are requested to always keep their display area clean.

ACCEPTANCE

We, the undersigned, submit our application for the reservation of vendor space, subject to conditions and regulations governing the event and its production, as detailed on the Terms & Conditions, including but not limited to, the terms set forth within this document. Exhibitor understands and agrees that Promoter owns and/or has a license to all rights to the names, likeness, trademarks, service marks, abbreviations, slogans, designs, logos, and symbols, which have come to be associated with the Venue and its Events, including any registrations that may exist therefore ("Licensed Marks"). Further, Exhibitor understands that the manufacture, sale or distribution of products bearing Licensed Marks ("Licensed Articles") to be used as premiums, for publicity purposes, for fund raising, or as giveaways is strictly prohibited. Non-compliance will subject vendor to removal from event. We agree to adhere to all event rules and regulations, including complying with the provisions of liability.

EVENT DELAY – In the event of cancellation or postponement of an event, for any reason, exhibitor will be offered equivalent display space at the rescheduled event, or at another event, at no charge. NO REFUNDS will be given, for any reason.

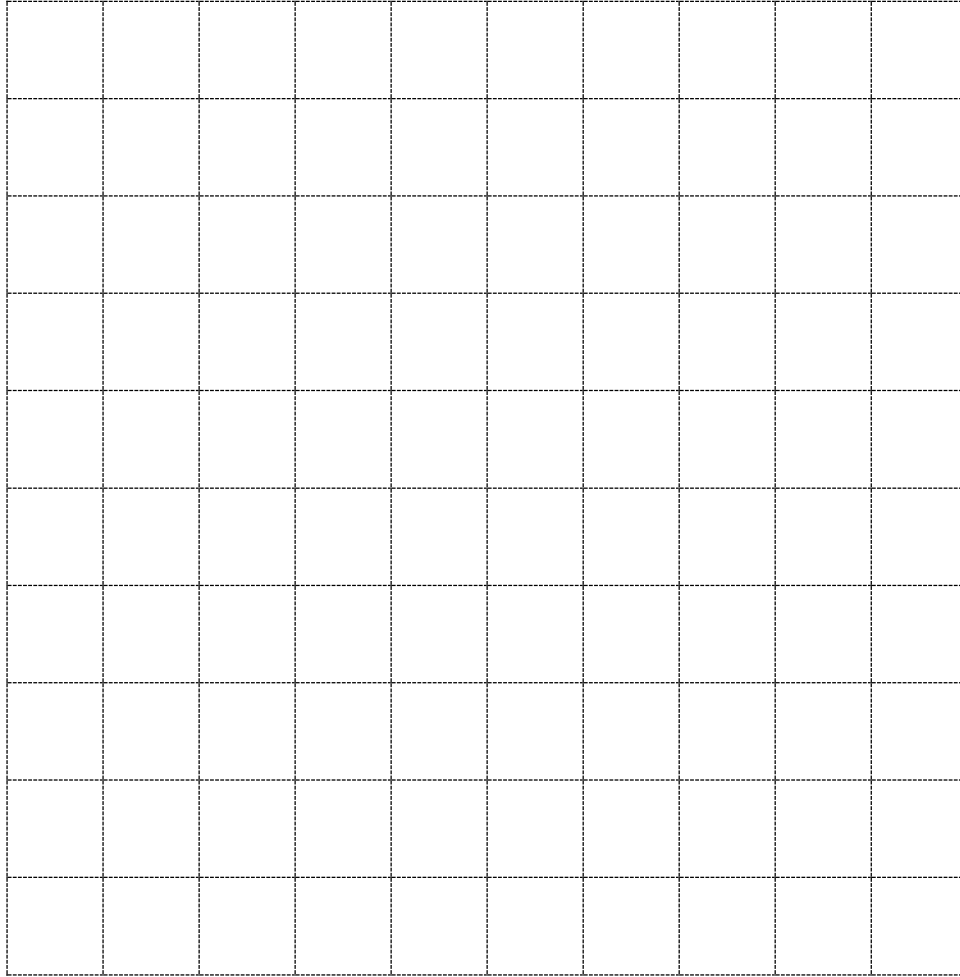
Please e-mail the completed contract and a certificate of insurance with your deposit or payment at least one month prior to the event.

Signature _____

Print Name _____

Display Layout

BACK OF DISPLAY



FRONT OF DISPLAY

To use this grid:

- Use bold lines to indicate the outline of your booth
- Indicate the scale of the grid (i.e. 1 square = 1 foot) or indicate the dimensions of your booth.
- Please include all details including ramps, doors, awning supports and hitches.

COMPANY _____ **CONTACT** _____

EMAIL _____

PHONE _____ **FAX** _____

WHAT DAY DO YOU PLAN ON SETTING UP? _____ **TIME?** _____

Email form to brichards@41live.com

DISPLAY FEES – VENDOR INFORMATION

DISPLAY FEES:

DISPLAY AREA = total display space including storage- Display/ Storage outside the display footprint not allowed.

- 10 X 10 \$150 (2) Vendor Pass (1) Parking Pass
 - 10 x 10* \$100 (2) Vendor Pass (1) Parking Pass
 * Promotional space only / No goods or service for re-sale
 - 10 X 20 \$250 (4) Vendor Pass (2) Parking Pass
 - 10 X 30 \$350 (6) Vendor Pass (3) Parking Pass
- Larger sizes please contact brichards@41live.com

DIRECTIONS & ACCESS TO THE VENUE

Address: **3425 Solano Ave, Napa, CA 94558**

SET-UP TIMES

Set-up times subject to change.

Friday April 26th , 10am - 8pm
Saturday April 27th , 8 am - 9:30am HARD OUT. Absolutely no structure set-up after 9:30am

EVENT HOURS

Vendors are required to operate their display during event hours.

Fri. 4pm – 9pm (Optional) FREE to public BIKE NIGHT

Sat. 10am - 6pm - (breakdown only through back entrance - No early breakdown - After party for vendors/sponsors)

BREAK DOWN

Immediately following. All displays must be dismantled by 10pm Saturday April 26th (overnight trailer parking available)

PARKING

Promoter will provide vehicle parking pass(s) based on vendor display size - see above

Support trailers / equipment - Must fit within agreed upon display space - outside parking available - no charge

VENDOR (EVENT) PASSES

Promoter will provide event passes (outlined top of page) at **Vendor Check-In**.

- Additional passes may be purchased in advanced - prices are higher at the gate
- Vendors must present event pass to enter the facility during event weekend - **no exceptions!**
- **ENTRANCE INTO THE EVENT VENUE W/O EVENT PASS IS STRICTLY PROHIBITED.**
Will Call is provided for staff passes, please make arrangements for staff passes beforehand.
- Vendors required to purchase a new ticket if lost, stolen, or forgotten.
- Vendor passes are not required during Friday set-up.

Sample Certificate of Insurance
Email to brichards@41live.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER XX				CONTRACT NAME: _____ PHONE _____ FAX No: _____ E-Mails _____ A/C No: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____ INSURER A: XXX INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____			
COVERAGES		CERTIFICATE NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADOL INSR	SMBR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	X		XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Par person) \$ BODILY INJURY (Par accident) \$ PROPERTY DAMAGE (Par accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below			XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	WC STATUS - TORY LIMITS - ER <input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	Replacement Cost per Golf Cart
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
CERTIFICATE HOLDER 41LIVE! 3655 Omeck Park Drive Rancho Cordova CA 95742				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____			

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ACORD 25 (2010/05)

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