

Exhibitor Contract

Exhibitor Details

Company Name: _____

Contact: _____

Address: _____

Title: _____

City: _____

Phone: _____

State / Zip: _____

Email: _____

Website: _____

Product Description: _____

Additional Contact

Contact: _____

Phone: _____

Title: _____

Email: _____

Booth Price and Preferences

Each booth space measures 8' X 10' and includes: standard carpet, pipe and black drape, and one sign with your company name and booth number. Payment is due in full by August 1.

☐ Early Bird Price \$2,900 (Before April 1)

☐ Standard Price \$3,100 (After April 1)

☐ Table Space \$1,200

☐ Truck Space ~~\$3,000~~

Total no. of booths: _____ Total amount due: \$_____

Please indicate your booth preferences below.

First two choices are:

1st _____ 2nd _____

Booth separation requests (list competitors):

1. _____

2. _____

3. _____

Booth Payment

☐ Check ☐ AMEX ☐ Mastercard ☐ VISA

Name On Card: _____

Card #: _____

Exp. Date: _____ CVC Code: _____

☐ Check here if billing info matches contact info listed above

Billing Address: _____

City: _____

State / Zip: _____

Phone: _____

Contract and payment may be mailed to:

Pacific Fuels and Convenience Summit

Attn: Amber Rogalski

2520 Venture Oaks Way, Suite 100

Sacramento, CA 95833

PFCS EXHIBITOR TERMS AND CONDITIONS

In addition to the foregoing, exhibitor agrees to the following Terms and Conditions for exhibition space at the Pacific Fuels and Convenience Summit hereinafter named as PFCS:

INDEMNIFICATION: Exhibitor shall indemnify, defend, and hold harmless PFCS and the Hotel del Coronado, its officers, directors, shareholders, employees, agents, and representatives against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney's fees, accounting fees, expert witness fees, costs, and expenses) incurred by PFCS and/or Hotel del Coronado, known or unknown, contingent or otherwise, directly or indirectly arising from or related to the negligence or willful misconduct of Exhibitor with respect to its exhibition space at PFCS, including damages to any person or persons in the employ of Exhibitor, and any and all damage or loss to property belonging to Exhibitor. This clause and the rights, duties, and responsibilities contained therein shall survive the current PFCS. PFCS shall not be liable for any damages or losses to the property of Exhibitor while in transit with a third party courier to or from PFCS and the Hotel del Coronado.

INSURANCE REQUIREMENTS: The undersigned at its cost shall maintain public liability and property damage insurance and products liability insurance with a single combined liability limit of \$2,000,000 and property damage limits of not less than \$2,000,000 insuring against all liability of the undersigned and its authorized representatives arising out of and in connection with the undersigned's exhibit and participation at PFCS. PFCS and the Hotel del Coronado shall be named by endorsement as additional insureds under the policy requirements set forth herein. PFCS reserves the right to request an increase in the coverage limit requirements as it deems appropriate. Exhibitor shall provide PFCS with proof of insurance by August 1.

EXHIBIT SPACE REASSIGNMENT: PFCS reserves the right to demand release of space for failure to conform to the rules and regulations of PFCS, reallocate space for any reason, offer requested space when available, and accept and/or reject any and all applications. PFCS reserves the right to change the floor plan during the year.

SUBLETTING: Exhibitor reserving and paying for space at PFCS may occupy such reserved space. Exhibitors are not permitted to sublet, transfer, or assign space in whole or in part or allow use of the space for any purpose other than the use contracted for and specified herein without the written consent of PFCS.

EXHIBITOR REGULATIONS: Exhibitor shall at all times comply with all federal, state, and local laws and ordinances as well as the rules and regulations of the PFCS and the Hotel del Coronado. Exhibitor shall be responsible for maintenance of its exhibit and its removal at the show's end or at the request of PFCS or the Hotel del Coronado. Notwithstanding, no exhibits shall be removed prior to the close of PFCS without the written consent of PFCS.

COPYRIGHT MATERIAL: Exhibitor agrees to not make use of any copyright material of any kind during PFCS without first complying with United States Copyright Law. The undersigned further agrees to defend and hold harmless PFCS from any and all liability, whether direct, indirect, contingent, or otherwise in conjunction with the undersigned's use of any musical material or works.

CONDUCT OF EXHIBITS: Exhibitor shall not exhibit, demonstrate, or distribute any materials or supplies not made, packaged, or sold, under or over the name of the exhibitor or dealt with in the normal course of their business without the written consent of PFCS. PFCS reserves the right to restrict the type of products or services for which displays will be allowed and to approve all exhibit arrangements.

EXHIBITOR MATERIALS: Exhibitor is and shall at all times be and remain the sole owner of all content, information, data, and materials provided by Exhibitor to PFCS or otherwise displayed or included in its exhibits. Nothing in this Agreement or the provision or exhibition of such content, information, data, and/or materials shall be construed as a grant or release by Exhibitor of any rights or license to such content, information, data, or materials.

PFCS MATERIALS: PFCS is and shall at all times be and remain the sole owner of all content, information, data, and materials provided by it to Exhibitor.

ACTS OF GOD: In the event the Hotel del Coronado or PFCS is destroyed, damaged or made unavailable due to fire, strike, Acts of God, police activity, public safety concerns, or other causes beyond the control of PFCS, either before its commencement date or during the show, or PFCS is otherwise unable to be held, PFCS and/or the Hotel del Coronado reserves the right to cancel, postpone, or relocate PFCS to another venue. PFCS shall, in their sole discretion, determine the basis for any refund of fees depending upon the particular circumstances.

CANCELLATION / REFUND POLICY: Cancellations will be honored upon written notice; refunds will be assessed a 25% cancellation fee. Cancellation requests received before August 1 will receive a refund of booth fees (less the cancellation fee). All cancellation requests must be received in writing. Exhibitor fees are nonrefundable after August 1 and any booth that is not paid in full by August 1 may be released.

By signing and dating below, Exhibitor agrees to all terms and conditions as stated herein and on previous page for participating in PFCS including the receiving of communications by or on behalf of PFCS; and hereby authorizes third party communications via postal mail, fax, e-mail, and/or telephone.

I also acknowledge that I am authorized to supply this consent.

Authorized Signature

Date

Printed Name of Signee

Company Name