



The National Heirloom Exposition

School Exhibitor Terms and Conditions

September 10-12, 2019

DISPLAY INFORMATION AND GUIDELINES

Displays are FREE for school exhibitors. All displays will be located indoors. Displays must be presented on standard 8' tables and may include the following:

- Garden produce: fruits, vegetables, flowers
- Descriptions & displays on projects completed in your school garden such as seed saving, cooking, nutrition, and more!
- Schools may use photographs, posters, scrapbooks, etc...
- All displays need to be properly secure and safe for the general public
- Please refer to items 2 and 11 in 'terms and conditions' for set-up and removal of displays

Agreement Terms and Conditions for School Exhibitors

The following are the contract terms of the agreement for exhibit space at The National Heirloom Exposition, herein known as "Expo". It is agreed that each Exhibitor will abide by and be responsible for the rules and regulations of this agreement. Please note – your signature on this agreement indicates that you have read and understand the following terms:

1. EXHIBIT AREA: Limited tables are available, please submit your requests as soon as possible. Exhibitors are welcome to bring their own tables and display racks. Exhibits may be limited by Producer based upon size and available space. Producer will make its best efforts to accommodate exhibitors of all shapes and sizes.

2. EXHIBIT INSTALLATION: Exhibitors may initiate booth construction after checking in at the Heirloom Expo desk at Grace Pavilion, upon which time 'exhibitor badges' will be issued. Set-up hours will be 10.00am – 10.00pm Monday Sept. 9th, 2019. Exhibitors are responsible for providing or arranging all necessary labor in transporting, erecting, dismantling or recreation of displays.

3. EXHIBIT STAFFING: Produce, Art and Farm displays need not necessarily be staffed. Poultry and Small Livestock exhibitors must take full responsibility for the care and welfare of their exhibits. Any exhibitors required to be present are requested to arrive daily, 20 minutes prior to show opening.

4. EXHIBITOR CONDUCT: Exhibitors agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow exhibitors, Producer and Producer's staff. Children under the age of 14 must remain with their parents while at the Exposition. Parents will be held responsible for any damage caused by their children, to persons or property. We reserve the right to turn over lost or unattended children to the appropriate authorities.

5. EXHIBIT OPERATION: Products may be sold from exhibit space. The exhibitor shall hold harmless "Expo" from any and all damages and/or theft of merchandise or materials from contracted exhibition space. No exhibit shall extend beyond its allotted space unless authorized in writing by Producer. Distribution of samples and literature is strictly limited to the confines of the Exhibitor's area.

6. RECORDING: Each exhibitor shall agree to all forms of photography, video and audio recordings conducted by the Producer or its appointees, without compensation of persons, products or performances. Each exhibitor hereby gives permission to use any or all of these photographs and recordings, without compensation, provided such is in accordance with applicable laws.

7. ELIGIBLE PRODUCTS: It is the responsibility of the Exhibitor to inform the Producer of any product, service or claim that does not comply with the regulations of the FDA or any other State or Federal regulatory agency and/or is considered experimental. Exhibitor is strictly prohibited from having or selling on-site any substance or product considered illegal. All products or service to be sold, offered or referred to during The National Heirloom Exposition must be included on the reservation form.

8. PETS: All pets brought to The National Heirloom Exposition must have vaccination paperwork. Pets are not allowed at exhibit booths. Owners are responsible for any damage caused by their pets, to persons, property, livestock or other pets. Owners are required to clean up all pet waste.

9. PARKING: Parking is permitted in customer parking areas only. Unauthorized or unattended vehicles will be towed at owner's expense.

10. EXHIBIT CARE: Exhibitors are responsible for keeping exhibit space clean and tidy at all times. Exhibitor is responsible for placing trash and recyclables in the appropriate designated trash and recycle bins.

11. BREAKDOWN OF EXHIBIT: Booth tear-down and removal will take place between 6.00pm and 9.00pm on Thursday September 12th and between 8.00am and 1.00pm on Friday September 13th. Under no circumstance should booth removal commence prior to 6.00pm on Thursday September 12th, 2019, unless items are sold out or removal has been previously agreed upon by Producer. All materials MUST be removed by Exhibitor after Expo during the booth 'teardown' time-frame, unless previously agreed upon by Producer.

12. EXHIBIT ASSIGNMENT: Exhibit assignment will be at the sole and exclusive discretion of Producer. Exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from entities other than his/her own in the exhibit space, without the express written consent of Producer. Once all indoor exhibit spaces are filled, further exhibitor applicants will be offered an outdoor exhibit location. Producer reserves the exclusive right to assign an outdoor location to any vendors which it deems in its sole and exclusive discretion are unsuitable for the indoor exhibit halls.

13. SECURITY: The exhibit hall must be vacated 30 minutes after the close of the show daily (except on the final day of the show.) Exhibitors will be allowed to enter the exhibit hall upon presentation of exhibitor badge only. Producer does not warrant or otherwise ensure the exhibit will be free from theft, vandalism or other mishaps before, during or after show closing. Exhibitor expressly waives any and all claims against Producer, its agents and employees, which may arise as a result of security or staff failing to prevent harm to exhibits or otherwise perform satisfactorily.

14. INSURANCE: Insurance will be purchased by Producer as required by the facility (fairgrounds) for attendee liability in common areas. Exhibitor further agrees to hold harmless Producer, its owners, agents servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the exhibitor may be liable under any Workers Compensation law and exhibitor himself/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by exhibitor of the

privileges herein granted. Exhibitor, at its option may purchase insurance coverage for their exhibited items if they deem such is necessary.

15. REJECTED EXHIBITS: Exhibitor acknowledges and agrees that the exhibit shall be admitted and permitted to remain in the Expo only upon continued strict compliance with the terms and conditions of this agreement and its standards. Notwithstanding such compliance, the Producer reserves the right to reject or remove Exhibitor's exhibit, in whole or in part from the exhibit hall for any reason whatsoever.

16. FIRE AND SAFETY LAWS: All Federal, State and City regulations pertaining to fire and safety must be adhered to.

17. BOOTH CONTRACT: The exhibit space contract, upon receipt by Producer shall constitute a good faith intent by exhibitor to perform. If due to circumstances beyond the control of Producer, such as war, fire, strike or other emergency, the Expo should be canceled, Exhibitor shall waive any claims for damages or compensation against Producer, its owner, agents or affiliates.

18. NON GUARANTEE: Exhibitor agrees that Producer, its agents and employees shall remain free from harm in the sale of products, attendance, exclusive privileges of Exhibitor success.

19. FAMILY EVENT: Expo is a family oriented event. Any product, music, language or physical action that would, in the sole judgment of Producer be inappropriate for children is prohibited.

20. COMPLIANCE WITH LAWS/STANDARDS: Any Exhibitor sampling food at their booth is responsible for all Health Department permits, rules, regulations and licenses. By law, individuals are not allowed to bring alcoholic beverages which were purchased off premises, onto the Santa Rosa Fairgrounds.

21. FAILURE TO COMPLY: Failure to comply with these rules and regulations may result in fines levied by Producer, Sonoma County Fairgrounds, or Government agencies. Producer and Sonoma County Fairgrounds retain their right to close any exhibit which fails to cooperate with these policies.

22. This contract establishes a good faith intent by exhibitor to perform as indicated in this 'exhibitor agreement'. This contract specifically excludes the existence or implication of any partnership agreement or ownership position on the part of the Exhibitor, whether expressed orally or implied by anyone who is a party to this agreement or whether expressed orally or implied by third parties. Any questions or issues that are not covered in this contract shall be subject solely to the decision of Producer.

23. LAW AND VENUE: The parties agree that this contract shall be interpreted under the laws of the State of California and that the proper venue for an action concerning this contract is in Sonoma County.

Further questions? Please contact:

School Garden Network

Heirloom Expo Coordinator

707-861-0593

info@schoolgardens.org

There is no cost to school exhibitors