

WESTPORT Space Application & Contract



Bikers At The Beach Westport, Washington

2681 Westhaven Drive Dr.
Westport, WA 98595
www.BikersAtTheBeach.com



July 27 2019 (July 26th Pending)

Booth Sizes are 10X10, Vendors will be assigned booth space(s) upon arrival at setup.

\$25 per 10x10 booth

How many booths _____

Return Vendor Y or N (Circle one)

Did you get referred? Please tell us who so we can thank them. _____

There will be **NO ONSITE PARKING** during event hours.
See line 34 on terms and conditions for Overnight Parking Details.

Message Phone 800-336-6028 • Fax 866-336-0331 • Email info@BikersAtTheBeach.com

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

Unified Business Identifier (U.B.I.) Number _____ - _____ - _____

UBI numbers are issued by the Washington State Department of Licensing 800-451-7985 or <http://bls.dor.wa.gov/file.aspx>

Description of items to be sold, displayed or advertised. NOTE: Non-disclosure may result in forfeit of event participation.

LOCATION ASSIGNMENT: Floor plan/layout is subject to modification if Puget Sound Trade Shows LLC deems it necessary for the overall good of the Event or if the floor plan/layout has variations. **Layouts are not to scale and not final until day of event setup.**

Execution of agreement payable to: **Puget Sound Trade Shows & Events**
PO Box 2242
Ocean Shores, WA. 98569

Payment to be submitted with this application within 10 business days of reservation by email or fax 866-336-0331.

THE INDIVIDUAL SIGNING THIS CONTRACT WARRANTS THAT HE OR SHE HAS BEEN DULY AUTHORIZED TO EXECUTE THIS BINDING CONTRACT ON BEHALF OF THE ABOVE NAMES EXHIBITOR. THIS CONTRACT WILL CONSTITUTE ENTIRE AGREEMENT BETWEEN PUGET SOUND TRADE SHOWS LLC AND EXHIBITOR. EXHIBITOR ACKNOWLEDGES PAGE 2.

EXHIBITOR (Company Name) _____

Authorized Signature _____

DATE _____

PRINT NAME & TITLE _____

For official use only
PAYMENT
CHECK / CREDIT CARD _____
BOOTH# _____ DATE _____
AMOUNT PAID _____

- For good and valuable consideration identified below, the sufficiency of which is hereby acknowledged by both parties, the identified Lessor and Exhibitor hereby agree to the following terms and conditions:
- 1. LEASE OF SPACE.** Lessor agrees to lease to Exhibitor, the following specified space(s) at the Ocean Shores Convention Center and/or City of Westport for exhibition purposes at the "Bikers At The Beach" events
 - 2. TERM.** The lease of the Space shall be only for the duration of the Event. Any items left behind will be removed and stored at Exhibitor's expense.
 - 3. COMPLIANCE WITH APPLICABLE LAWS.** Exhibitor and its exhibits must comply with all city, state, and federal laws, ordinances, regulations, and fire marshal instructions, without limitation. Any and all licenses, inspections, or permits required by city, state, or federal law shall be obtained by Exhibitor at its own expense prior to the opening of the Event. Exhibitor must have in its possession at the Event any licenses or permits so required. Exhibitor agrees that its conduct and exhibit shall comply with all applicable laws. Exhibitor agrees that failure to fully comply with this provision is grounds for immediate removal of the exhibit from the Show and ejection of Exhibitor by Lessor at Lessor's sole discretion.
 - 4. SALES.** Lessor agrees that Exhibitor may take orders at its own exhibition booth during the Event for any of its exhibited products or services, for future delivery thereon. Over-the-counter sales relating to Exhibitor's Purpose of Exhibit are permitted. Exhibitors selling over the counter product must offer shipping arrangements.
 - 5. ELECTRICITY.** Reasonable allocations of electricity will be provided by Lessor on indoor space, including a 120-volt power supply with up to 500 watts. To the extent Exhibitor requires more than a reasonable allocation of electricity, Exhibitor agrees to pay all costs associated with any such additional needs and Lessor makes no guarantee that any resources for the same will be available.
 - 6. EXHIBIT HOURS.** Exhibitor agrees that it shall remain in occupancy of the Space for the entire duration of all open-hours of the Show/expo, and that the Space will be manned by an authorized representative of Exhibitor during all said hours of the Event.
 - 7. MERCHANDISE REMOVAL.** No exhibits, parts of an exhibit, or merchandise may be removed from the Event until the Show has been concluded without Lessor's prior written consent.
 - 8. DISPLAYS.** For indoor booths- No signs, partitions, apparatus, shelving, etc. may extend more than ten feet above the floor along the rear of the Exhibit, or more than 42 inches above the floor along the front and sides of the Exhibit, or as the natural limitations of the Space may require. If Exhibitor requires more permitted area, prior written consent of Lessor is required. Outdoor booths must stay within the space assigned.
 - 9. INSTALLATION & DISMANTLING.** Exhibitor is responsible for supervising the installation and dismantling of their exhibit space.
 - 10. LIABILITY.** Exhibitor is entirely responsible for the occupied Space and shall not injure, mar or deface the premises. The Exhibitor shall not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building(s). Furthermore, Exhibitor shall not affix to the walls or windows of the Building(s) any advertisements, signs, etc. or use adhesive type material on painted surfaces. Automobiles, trucks and any other automotive machinery or equipment of any type, shall have drip pan and/or protective material under them to safeguard the floor from oil stains, etc. and all landscaped areas must have a similar barrier under to safeguard the floor. Exhibitor may only use carpet tape approved by Lessor, subject to additional charges for cleanup for failure to do so. Exhibitor agrees to reimburse Lessor for any loss or damage occurring to the premises or equipment.
 - 11. AISLES.** The aisles, passageways and overhead spaces remain under Lessor's control, and no signs, decorations, banners, advertising matter or exhibits will be permitted in those areas except with prior written consent of Lessor. All exhibits and personnel must remain within the confines of the Space leased and Exhibitor may not erect signs or display products obstructing the view, causing injury or disadvantageously affect the displays of other Exhibitors.
 - 12. ASSIGNMENT.** The Space is to be used solely by the undersigned Exhibitor and no portion thereof may be subleased or assigned without prior written consent of Lessor.
 - 13. OCCUPANCY AND FORFEITURE.** Exhibitor agrees that if it does not occupy the Space, or fails to comply in any other respect with the terms of this Agreement, that Lessor shall have the right, without notice to Exhibitor, to re-lease the Space or any part thereof to one or more other potential occupants for the Space. Exhibitor shall forfeit its right to the Space, all prepaid space costs and upon demand shall pay any balance owing to Lessor, if Exhibitor fails to occupy or use the Space or to have its exhibit completed and in place by one hour of the opening day of the Show. Lessor's right to re-lease the Space shall accrue from the time of Exhibitor's breach.
 - 14. BREACH AND LIQUIDATED DAMAGES.** Exhibitor and Lessor hereby agree that due to the uncertainty of the damage or loss that may accrue to Lessor as a result of Exhibitor's breach of this Agreement, Exhibitor shall pay to Lessor as liquidated damages for breach of this Agreement twice the total cost of the space specified in this Agreement.
 - 15. CANCELLATION OF CONTRACT.** If this agreement is canceled by Exhibitor for any reason, or by Lessor because of Exhibitor's default or violation of this agreement, monies paid to Management by Exhibitor shall be non-refundable and the Liquidated Damages provision of this Agreement shall apply.
 - 16. SECURITY FOR SPACE PAYMENTS.** Failure of Exhibitor to make payments as specified shall entitle Lessor to take possession of and Exhibitor hereby grants Lessor a security interest in all merchandise, materials and the Exhibit to be displayed by Exhibitor and to retain the same as security for such unpaid amount. Lessor shall have the right to dispose of same without notice to Exhibitor in such manner as it deems appropriate whether by sale or otherwise. Any sale proceeds shall be retained by Lessor in payment of expenses incurred in disposing of such property and in payment of unpaid amounts, any excess shall be distributed to Exhibitor.
 - 17. ALCOHOLIC BEVERAGES.** Exhibitor and its employees, agents, contractors, representatives, and guests shall not consume, serve, or provide any alcoholic beverages except in designated areas (which such areas are not guaranteed to exist at the Event). Notwithstanding any other provision of this Agreement, and without altering any such other provision, Lessor may, at its sole discretion, remove Exhibitor and the exhibit from the show for breach of this provision.
 - 18. RESTRICTIONS.** Lessor reserves the right to restrict or remove exhibits that violate this agreement or are deemed by Lessor, in its reasonable discretion as unsuitable or objectionable. Exhibits deemed unsuitable or objectionable must be removed if the conditions are not immediately corrected after one verbal warning. Unsuitable and objectionable exhibits include, but are not limited to, noise, public address systems, persons, animals, birds, things, conduct, printed matter, odors, food, or other such things which merit reasonable objection. Removal of exhibits under this provision shall not be subject to a refund to Exhibitor. Balloons and pets are not permitted inside the convention center per venue regulations.
 - 19. RUNNING OF ENGINES.** Oil, propane, diesel or gasoline-powered motors or engines shall not be operated during the event, except with prior written consent of Lessor.
 - 20. INSTALLATIONS.** Any special carpentry, wiring, electrical or other work, steam, water or drainage connections shall be installed at Exhibitor's expense, and only with written consent of Lessor.
 - 21. LIABILITY.** If the Event is canceled, delayed, interrupted or not held as scheduled for any reason, other than due to an act of God or some other unforeseen circumstance or disaster, Exhibitor's damages shall be limited to only the amounts paid to Lessor and Lessor shall not be liable for any other damages or expenses. Lessor shall not be liable for any refund, damages or expenses if cancellation of the Show is caused by an act of God or some other unforeseen circumstance or disaster. In no event shall Exhibitor's damages or Lessor's liability to Exhibitor exceed the amounts paid to Lessor.
 - 22. INDEMNIFICATION.** Exhibitor shall protect, defend, indemnify and hold harmless the Lessor and its officers, agents, employees, representatives, and assigns, from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the exhibit and the activities of the Exhibitor and its officers, contractors, licensees, agents, employees, guests, invitees or visitors.
 - 23. INSURANCE.** Exhibitor shall secure and maintain liability insurance, naming **Puget Sound Trade Shows LLC and City of Westport** as additional insured Lessor and its officers, agents, employees, representatives, and assigns, so as to protect them from claims which may arise out of or result from the activities of Exhibitor for a minimum \$1,000,000 each occurrence with \$1,000,000 aggregate products/completed operations and \$1,000,000 general aggregate unless in writing by Puget Sound Trade Shows LLC. The Organization shall be named insured on the policy, and Puget Sound Trade Shows LLC and City of Westport shall be additional insured thereon. Lessor shall not be responsible for loss or damage occurring to the exhibit or sustained by Exhibitor from any cause whatsoever. Any additional or extended insurance policies, if desired, are to be obtained by the Exhibitor and are not the responsibility of Lessor. Contract becomes void with NO refunds if proof of insurance is not provided prior to event/show.
 - 24. ATTORNEY'S FEES.** If either party institutes suit against the other concerning this Agreement, the prevailing party is entitled to a reasonable attorney fee in addition to all costs and expenses incurred.
 - 25. CONSENT TO USE OF EXHIBITOR'S LIKENESS.** Exhibitor hereby consents to Lessor's royalty-free use of visual and audio reproduction of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films and other images or likenesses for the purpose of Lessor's advertisement and promotion of this Show/Event and future shows/events. Exhibitor also agrees that Lessor may submit faxes, e-mails, and conduct other publicity or advertising measures pertaining to the Show/Event.
 - 26. DISPUTE RESOLUTION.** Lessor shall have no responsibility for settling any dispute between Exhibitor and other Exhibitors, persons, or entities, and Exhibitor expressly releases Lessor from any liability that may arise from any such dispute.
 - 27. GOVERNING LAW.** The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
 - 28. PERMITS.** Exhibitor is responsible for obtaining all required permits necessary to legally operate including but not limited to, City Business licence/permit or health permits.
 - 29. NOTICES.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid or by certified or registered mail, and addressed to the applicable party, at the following addresses.
 - 30. ENTIRE AGREEMENT.** The parties intend that the terms of this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceedings involving this Agreement.
 - 31. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - 32. HEADINGS.** The headings used in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.
 - 33. SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder of this Agreement and such provisions as applied to other persons, places or circumstances shall remain in full force and effect.
 - 34. PARKING.** Parking must be in designated areas only unless in written agreement by PSTS. Vehicles parked at the Event Area during show hours will be towed at exhibitors expense.

Puget Sound Trade Shows & Events

Credit Card Charge Authorization

Puget Sound Trade Shows LLC
P.O. Box 2242
Ocean Shores, WA. 98569

Message Phone toll free 800-336-6028
Secure E-Fax 866-336-0331
Email PugetSoundTradeShowsLLC@gmail.com

Payment Policy

Vendor/Exhibitor/Sponsor payments are due as out lined on your vendor/exhibitor application/contract or agreement.
A **3% credit card convenience fee will be added to all credit card charges.** To avoid Convenience Fee, mail a check, money order or cashiers check with application to Puget Sound Trade Shows & Events. NOTE; Checks are not accepted during the 2 weeks prior to event.

Visa

Master Card

Card holder _____.

Name on card if different _____.

Account Number _____.

Exp Date _____, 3 Digit CVC Code _____, Card Billing Zip Code _____.

OPTION 1- Pay in full \$ _____.

As the card holder, I authorize Puget Sound Trade Shows LLC to make the approved charges as outlined on this form and I agree to the policy terms.

Signature _____ **Date** _____