

## TANNERS TRUCKEE SHOWS ANTIQUE SHOW CONTRACT

**This Master Antique Show Contract (hereafter referred to as "Master Contract") is entered into between Tanners Marketplace ("Promoter") and the Exhibitor. By signing up to be a vendor in any show you are entering into a contract as outlined below and agree to abide by its provisions.**

### **A. GENERAL TERMS:**

- 1.This Master Contract applies to any show occurring during the term of this Contract at any location for shows promoted by Tanners Marketplace (Antique Antics antiques and appraisals) (including set up and take down for event.) This Master Contract, along with application(s) submitted for individual show(s) as set forth below, together shall constitute the Contract for that show.
- 2.The producer shall periodically send to the Exhibitor a list of future shows by mail and/or email. If the Exhibitor desires to exhibit at a particular show, the Exhibitor shall submit application for that show by the deadline specified on individual show applications. Exhibitors shall register by filling out the form supplied by the Promoter for that individual show.
- 3.So long as this Master Contract is in effect, the Promoter may, at their sole discretion, offer Exhibitor space in one or more specific shows. Promoter will consider various factors in accepting Exhibitors for specific shows and specific space assignments, including, but not limited to: Space still available, balancing types of merchandise at show, and preference given to returning Exhibitors until deadline.
- 4.This Master Contract will be in force from the date of first show application submission by any form. It may be terminated by either party at any time, for any reason.
- 5.Each show may be subject to additional contract terms, which shall be set forth on the individual application.
- 6.If one or more provisions of the Master Contract are held to be unenforceable under applicable law, such provisions shall be excluded, and the balance of the Master Contract shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with stated terms.

### **B. AGREEMENTS OF EXHIBITOR**

The following terms apply for all shows which Exhibitor agrees to participate in:

- 1.To provide all equipment for Exhibitor's Booth, including tables, display cases, lighting and/or extension cords (unless rented by Exhibitor for shows.)
- 2.To fully set up and take down Exhibitor's booth only at times designated on the individual show application.
- 3.To staff booth during all show hours.
- 4.To have a neat booth. Professionally displayed merchandise, packing boxes out of sight, etc.
- 5.To set up booth fully within space as designated by floor plan markers, including sitting inside booth during event. (We realize that the tables may extend over the 10-foot line due to their size) Vendors in the hallways may have their chairs across the hall as long as it doesn't impair customer access or block the hallway.
- 6.To sublet or share Exhibitor's booth only with prior approval of Promoter.

7.To comply with all rules and regulations of the Facilities where shows are held and to compensate the Facility and/or Promoter for any damage incurred by failure to do so.

8.That the Exhibitor's booth and its contents meet all State and local fire codes or other applicable laws and regulations. (Only 3 prong extension cords to be used etc.)

9.To have a valid California seller's permit; either temporary or permanent, to give written receipts for sales; and, for California shows: To be responsible for the collection and accounting of sales tax; to add specific venues as a sub location to seller's permit; and to be responsible for any other applicable State and local tax.

10.To pay the balance of show fees by the deadline

11.To pay a \$20.00 service fee for all returned checks.

12.To park in designated parking areas during event (including overnight parking) and, if applicable to pay Facility directly for overnight parking.

13.That Promoter has the authority to: Require removal within one hour of any items which Promoter feels are inappropriate and reserves the right to reallocate reserved space if not claimed by Exhibitor two hours prior to the end of the evening set up time specified on the individual show application, unless prior acceptable arrangements are made for morning set up.

14.That neither Promoter nor Facilities where individual shows are held, nor any of their officers, director's employees, representatives, agents, or tenants will be responsible for any injury to Exhibitor or to Exhibitor's

employees, agents, or representatives, nor for any injury caused by Exhibitor to any other exhibitors, their employees, agents, or property, nor for Exhibitor's loss by fire, theft, delay, electrical or mechanical failure, or any other cause whatsoever connected with any show.

15.To be responsible for, to indemnify and to hold harmless the Promoter, the Facilities, and their officers' directors, employees, representatives, agents or tenants from all claims, liabilities, causes of action, and suits accruing or resulting from or arising out of Exhibitor's actions and any and all damage, injury or loss to any person or persons on property related to or arising out of Exhibitor's actions.

That Promoter shall have full power of interpretation and enforcement of the requirements outlined in this contract.

### **C. AGREEMENTS OF PROMOTER**

1.In conjunction with Facility management, to be responsible for all aspects of show promotion, planning and management.

2.In conjunction with Facility management, to provide security, but not to assume responsibility for any loss or damage to Exhibitor's property while on site (i.e., set up, event and/or take down.)

3.To provide multimedia advertising for Event, providing Exhibitor with a summary of advertising upon request.

4.To provide electrical power **to** each booth to the best of our ability unless restricted by Facility or if power becomes unavailable.

5.To provide tables, chairs, covers and move-in/move-out help with adequate notice. Move-in/move-out helpers work for tips.

6.To refund deposits or show fees as follows: a. If notice of cancellation of appearance at a show is given by Exhibitor 7 days prior to show; b. At discretion of Promoter if Exhibitor cancels with less than 7 days' notice; c. in the event of cancellation of the show by Promoter; and d. If Master

Contract is properly terminated pursuant to Paragraph A4\_ All refunds will be issued within 30 days of notice of cancellation or termination.

**D. NOTICES**

1.All registrations for individual shows or submission of applications shall be completed on-line through the Constant Contact application form, sent by mail, or email attachment or as otherwise set forth on individual application(s). Exhibitors acknowledge they are not signed up to participate in individual shows until notified by Promoter of acceptance. An exhibitor can check their status at any time by looking on the website (tannersreno.com) and clicking the Attending Vendors tab at the top of the Vendors Information screen.

2.Any legal notices from Promoter to Exhibitor shall be sent by mail to Exhibitor at the address on file (or another address, if applicable). Any legal notices from Exhibitor to Promoter shall be sent to Promoter by mail at: Tanners Marketplace, P.O. Box 618, Fernley, Nv 89408. All legal notices, whether sent by Promoter or Exhibitor, shall be sent by U.S. Mail, postage prepaid, either by registered or certified mail, with return receipt requested and said notice shall be deemed given five days after mailing.

I have read and agree to abide by these items.

Signed \_\_\_\_\_

Date \_\_\_\_\_