

Spokane Convention Center

Wednesday January 11th Move In Day
Thursday January 12th 9am – 8pm
Friday January 13th 9am – 8pm
Saturday January 14th 9am – 8pm
Sunday January 15th 10am – 7pm
Monday January 16th 10am – 7pm

BOOTH EXHIBIT APPLICATION AND CONTRACT

All Vendors must be moved into their spaces and set up Wednesday January 11th, 2023 by 6pm unless otherwise communicated with a Click It RV Representative

The parties to this contract are:

Click It RV (Jeremy Hollis, Jake Barber or Chris Famalaro Event Contacts)

10606 N Newport Hwy Spokane, Washington 99218

T: (509) 468-5001 F: (509) 703-7648

	TOR:

<u> </u>
Company Name:
Contact Name:
Intended Product or Service:
Address: City/State/Zip:
Telephone Number:
Email Address:
Authorized Signature:

The Tent Trailer (Main Entrance)

10x10 booth Includes:

1 Tables & 2 Chairs

8' Back Drapes

3' Side Drapes

2 Exhibit Passes

Investment: \$800

The Toy Hauler (Single Booth)

10x10 booth

1 Tables & 2 Chairs

8' Back Drapes

3' Side Drapes

2 Exhibit Passess

Investment: \$1200

Glamping (Double Booth)

10x20 booth

Includes:

2 Tables & 2 Chairs

8' Back Drapes

3' Side Drapes

4 Exhibit Passes

Investment: \$2000

Electricity is NOT included in package cost. Electricity MUST be purchased through the Spokane Convention Center. To purchase electricity for your booth contact Andrew Dolan at the Spokane Convention Center (adolan@spokanepfd.org or 509-279-7116).

TERMS AND CONDITIONS

BOOTH SPACE:

ASSIGNMENT: Assignments made by ClickIt RV are final and made only for the period of the Event. A signed Trade Show Application is a binding contract and Clickit RV reserves the right to reject any application or vary an assigned space in the spirit of creating a more effective exhibition: any excess space rental fees paid will be returned to Vendor. Vendor shall not sublet their assigned space or have materials from companies other than those with whom they have an on-going business relationship.

PAYMENTS: To request a vendor space a 100% payment must be received by Clickit RV no later than December 1ST, 2022. Vendor agrees to pay a late fee in the amount of 15% on any unpaid balance after December 15th, 2022. A \$35 fee will be assessed for any payment returned by Clickit RV's bank for any other reason; replacement of payments will only be accepted in the form of a money order, a cashier's check, or cash. Clickit RV reserves the right to deny trade show space for any reason, at any time, and return this application rendering any contractual obligations for trade show space null and void. Vendor agrees to pay all fees in United States dollars from a U.S. bank, made payable to Clickit RV according to the payment schedule outlined in this contract. Clickit RV reserves the right to cancel this application and resell the assigned space if Vendor fails to pay required spaced fees by outlined payment schedule deadlines or if a suit is instituted to collect past due amounts. Vendor agrees to pay associated collection costs, court costs, reasonable attorney fees, and interest at the maximum prevailing rate resulting from such an action.

BOOTH SPACE DETAILS:

ACCESS: Vendor agrees to provide access to their contracted space for Clicklt RV security staff, maintenance staff, and Clicklt RV Staff. Vendor further agrees not to enter any other Vendor's contracted space before or after trade show hours without permission of the Vendor whose space is being entered.

ADVERTISING: Promotional tools which are acoustical, other than sound systems, are acceptable when they do not interfere with the event's announcements or infringe on surrounding displays. Vendor agrees to engage in marketing of all products within the confines of their assigned space and only in their space. Further, vendor understands that the distribution or posting of marketing materials; such as signage, brochures, pamphlets, etc. is prohibited beyond the confines of their assigned space. The distribution of adhesive stickers or balloons filled with air helium is prohibited.

AMENITIES: You are responsible for your own.

BOOTH SERVICES: You receive only what is laid out in your booth description. Electricity is NOT included and must be arranged with the Convention Center. **You must Pre-order.**

DISPLAY INSTALLATION: All Vendors will be notified of assigned move-in and move-out times. If installation of Vendor's assigned space is not completed by 6:00pm on **January 11th**, **2023** your space will be forfeited without any refund and ClickIt RV shall have the right to utilize such space in any manner. Displays must adhere to any government, Fire Marshal, and facility regulations and requirements.

DISPLAY REMOVAL: No part of a display will be allowed to be dismantled, packed, or leave the trade show areas prior to the designated time on **January 16th**, **2023**, **after 7:00pm**. Any Vendor who violates this rule may, at the sole discretion of Clicklt RV not be invited to participate in future events. All Vendors must be vacated on **Tuesday January 17th**, **2023**. Vendors are responsible for leaving the space in its original condition, any damage occurring to facility from the erecting, existence or dismantling of a display will be the liability of the Vendor.

FIRE REGULATIONS: Vendors will abide by all State, County, and venue fire regulations. All decorative materials must be flame retardant, no flammable gases, open flames, tents, or tarps are permitted. Vendors must strictly adhere to these regulations; red rosin construction grade paper and cheesecloth are the only acceptable items used to cover stalls and no two continuous stalls can be covered.

PRESENTATION: Each booth display must be consistent with the size of the assigned space and may be up to 8' in height at the back. Vendors may not, without consent from ClickIt RV at the time of contracting the vending space, contrast high side wall or display merchandise in such a way that obstructs the view of adjacent display spaces. All aisles and building exits must be kept free of product, displays, etc., at all times. Any displays with unattractive or unfinished portions exposed, including at the rear or sides, must be acceptably covered at the vendor's expense to the satisfaction of ClickIt RV. Assigned space must provide enough room for vendor personnel.

SHIPMENTS: All shipments must be arranged through the official event decorator. Neither the facility nor ClickIt RV can accept or be responsible for shipments. If you use another carrier, you must be present to sign and accept delivery.

SIGNAGE: Signs must be professionally made, handwritten signs are **NOT** acceptable, and fit within booth, dimensions without blocking the view of any other display. Arial signage is permitted above assigned space but may not be hung from any building pipes and must follow all fire code and facility regulations. Signs may be hung from the back drape of the booth as long as the method used does not damage booth-draping material.

USE: Booths must be staffed during trade show hours. Vendor is responsible for the conduct of their personnel, in the event ClickIt RV deems Vendor's personnel offensive, ClickIt RV reserves the right to dismiss them from the event venue for the duration of the event. Vendors are not allowed to share space with another vendor. Each vendor MUST have their own space.

VENDOR SERVICES: Information on service providers will be made available. Vendors are responsible for providing or arranging all necessary labor for transporting, uncrating, erecting, dismantling and re-crating of displays and hanging of aerial signage. Vendor agrees to abide by and comply with regulations and policies of official service providers; service providers are not the agents or employees of Clicklt RV.

CANCELLATIONS AND REFUNDS:

CONTRACT BY VENDOR: A vendor requesting to cancel their contracted space must submit a written notification to ClickIt RV by **December 15th, 2022**. If a written request is received by the deadline, and a replacement vendor can fill the unoccupied booth, a partial refund may be given to vendor. A \$100.00 administrative fee for expenses incurred will be, at the discretion of ClickIt RV, deducted from the refund. Cancellations received after **December 15th, 2022**, shall forfeit all monies paid regardless if booth is filled. Vendor forfeits all rights to assigned space by cancellation.

CONTRACT BY ClickIt RV: If Vendor fails to make payments as specified by this contract, ClickIt RV may terminate said contract and vendor's participation in the Event without further notice or obligation to refund monies previously paid.

EVENT BY ClickIt RV: If ClickIt RV cancels the Event resulting from circumstances beyond reasonable control of ClickIt RV. ClickIt RV shall refund Vendor its space payment, and the Vendor shall waive any claims for damages or compensation. Any Vendor who cancels this contract prior to any cancellation of the Event by ClickIt RV shall not be entitled to any refunds.

REMOVAL OF VENDOR BY ClickIt RV: Should any vendor fail to observe any of the terms of this application, any of the Rules & Regulations set forth by ClickIt RV, or any state or federal law, ClickIt RV reserves the right to prohibit or remove any Vendor and or prevent Vendor from further rights and forfeiture of vending space rental. ClickIt RV shall not be liable for any costs, damages or expenses resulting directly or indirectly from such removal. Additionally, Vendor will not be entitled to a refund of moneys paid to ClickIt RV.

INDEMNITY: Vendor agrees to indemnify, hold harmless and defend Releases from any liability from all third party claims, demands, causes or action, suites, proceedings (whether civil, criminal, administrative, or investigative), judgements, liabilities, costs based upon (1) Vendor's installation, removal, maintenance, occupancy or use of the trade show area: and/or (2) Vendor's failure to comply with the Terms & Conditions of this Agreement and/or the terms of the agreement between ClickIt RV and the Convention center regarding the trade show area: and/or (3) Vendor's violation of any national, state, or local law or ordinance regarding Vendor's occupancy or use of the trade show area. This indemnity shall include all usual and customary expenses incurred in defense of or response to the action, suit, or proceeding including, attorney's fees, costs, judgements, fines, and amounts paid in settlement that are reasonably incurred by such person in connection with such action, suit, or proceeding. The indemnification provided herein shall inure to the benefit of the Releases and their Successors, heirs, executors, or administrators, and shall not be exclusive of any other rights to which the Releases may be entitled by virtue of the laws of the State of Washington.

INSURANCE: Vendor understands that ClickIt RV and the Convention Center do not maintain insurance covering Vendor's property and that Vendor has the sole responsibility to obtain insurance to cover any losses, property damage, or business interruption. **WAIVER AND RELEASE OF LIABILITY:** Vendor hereby releases, discharges and agrees not to sue ClickIt RV LLC., the Spokane Convention Center and their respective officers, directors, employees, agents, members, and volunteers (each considered a release) from all liability claims, demands, losses, or damages arising as to injuring, death, damage or theft to Vendor, vendor's employees, agents, representatives, guests, or property as a result of vendor's installation, removal, maintenance, occupancy, or use of the trade show area, or part thereof, or caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise. Vendor shall maintain insurance at vendor's own expense to cover such losses.

TAXES: All vendors must provide their Washington State Tax permit on this application. If you do not provide this information to ClickIt RV as requested, state law requires you to remit your sales tax and tourism levy to the Washington Tax Commission within 15 days following the event.

MISCELLANEOUS:

AMERICANS WITH DISABILITY ACT (ADA): Vendor agrees to make available the goods and services offered to all attendees including those with disabilities.

CONSUMER COMPLAINTS: Any complaints received by consumers will be discussed with Vendor, kept on file, and may have an impact on Vendor's participation in future events.

DISCRIMINATION: Vendor agrees not to discriminate against any person on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender, marital status, height, weight, disability, and disease.

DONATIONS AND CONTRIBUTIONS: Donations or contributions may not be requested, solicited, or accepted at ClickIt RV without prior written approval of ClickIt RV Management.

FOOD: The sale or distribution of food, food samples, alcohol, tobacco products, or beverages is prohibited. Any Vendor who violates this rule may be subject to a penalty dictated by the Venue.

PARKING: Parking is only permitted in designated parking areas. Trade Show Vendors will not be invited to future ClickIt RV events if there are parking problems reported, such as parking in areas marked no parking or noncompliance if asked to move a vehicle.

PETS: Clicklt RV and the Spokane Convention Center insurance coverage strictly prohibits pets and live animals, other than service animals, in the Convention Center without written consent of Clicklt RV Management. There will be a ZERO Tolerance Policy for any animals in the facility. If you bring in a non-service animal, you will be asked to remove them immediately.

PRIZE DRAWINGS: All drawings must be pre-approved in writing by ClickIt RV Management and must be conducted in accordance with applicable state and local laws. ClickIt RV will not permit live animals to be used as prizes and winners need not be present to win.

SECURITY: Security will be on-site during non-trade show hours. Neither ClickIt RV nor Spokane Convention Center will be responsible for losses of the security and protection of property and merchandise belonging to Vendor's anywhere on the venue. **All matters not covered in these Terms and Conditions of this Trade Show Application** are subject to the decision of ClickIt RV Management and must be accepted as final in any disagreement between Vendors or in the decision to remove from the event and Vendor or Vendor's representative.

Business Name	Authorized Signature w/Printed Name	Date