

# **2020 KHTS Santa Clarita Home and Garden Show & Emergency Expo Exhibitor Agreement**

## **Updated 5/23/2019**

This agreement describes the terms and conditions to which each exhibitor agrees. KHTS FM 98.1, AM 1220 and Jeri Lyn Broadcasting, Inc. are collectively described herein as Show Management. The 2020 KHTS Santa Clarita Home and Garden Show, including the 2020 KHTS Emergency Expo, Craft Show, KHTS Marketplace, and Earth Day & Arbor Day April 25, 2020 and April 26, 2020, at Central Park in Santa Clarita, CA., are described herein as The Event. (Rules subject to change. Exhibitors will be notified by email if changes occur).

**1. Eligibility:** The Event is open to all businesses and organizations. However, Show Management reserves the right to deny an application based on the relevance of the products and services to be exhibited and the number of exhibitors with similar products or services.

**2. Exhibit Space License:** The license to occupy an exhibit space is granted solely to the business or organization described on the Exhibitor Application. An exhibit space may not be resold, rented or sub-leased. An exhibit space can not be shared with another business or organization without the approval of Show Management.

**3. Outside Exhibit Spaces:** Outside exhibiting will not be canceled and space rents are not refundable because of weather.

**4. Exhibit Space Sharing:** Exhibit space sharing is permitted at the discretion of Show Management. All business and organizations wishing to share a space must submit an Exhibitor Application.

**5. Affiliated Business Groups:** The Primary Exhibitor of an affiliation of businesses or organizations sharing an exhibit space, such as a professional association, a networking group or a trade group, is the affiliation entity (group). Only one Exhibitor Application and Agreement is required for the entire group, each signed by an affiliation group officer. Affiliation group members sharing an exhibit space must keep all materials specific to the member businesses within the assigned exhibit space and may not, personally or by representative, walk about the premises distributing materials specific to any individual business to other exhibitors or attendees unless approved by show management. A representative of the group is permitted to distribute a marketing piece representing all businesses affiliated with the group.

**6. On-site Sales:** Sales of physical products are permitted only by exhibitors who display a valid resale license. The seller must collect and pay appropriate taxes in compliance with the regulations and policies of the State Board of Equalization. The KHTS Santa Clarita Home and Garden Show/Emergency Expo/Craft Fair/Marketplace will not collect Sales Tax from exhibitors.

**7. Food and Beverage:** Food and beverage sales by show participants is strictly prohibited. Any free distribution of food items or beverages must be pre-approved by Show management. The Los Angeles County Health Department requires all food items distributed by exhibitors be packaged. Exhibitors distributing food samples prepared on site must abide by the regulations of the Los Angeles County Health Department, must have the proper permits required by the department, and must have the permits on display or readily available to be presented if asked. Failure to comply will result in the revocation of your license to exhibit and immediate removal from the event.

**8. Estimates of Attendance:** Any estimates of attendance expressed verbally or in writing are good-faith estimates, and are not guaranteed or binding commitments. Refunds or compensation of any kind will not be granted if attendance fall below estimates.

**9. Electricity:** Electricity is only provided to designated Exhibitors from the hours of 9am to 5pm.

**10. Consent to use Exhibitor's Likeness:** Exhibitors hereby consent to Show Management's royalty-free use of visual and audio reproductions of Exhibitors and their employees and exhibit(s) including, without limitation, recordings, photographs, video tapes, films and other images or likeness for the purpose of Management's advertisement and promotion of current and future shows.

**11. Exhibiting Rules:** To ensure a safe, fair and productive event, all exhibitors agree to comply with the following:

- Due to regulations set by the City of Santa Clarita, a limited amount of vendors will be permitted to drive vehicles onto the show grounds to unload Exhibitor supplies. Permits will be granted at Show Management's discretion.
- **Exhibitors must check in at the KHTS Booth for their permit to enter the show area.** Exhibitors without a pass will not be permitted to drive onto the show area.
- Exhibitors must display their permit in a visible location inside their vehicle and must produce their permit if asked by Show Management.
- Vendor Parking Passes do not constitute permission to drive a vehicle onto the show area.
- Permits to drive on to the show area will be extremely limited. Exhibitors should plan to unload and transport their supplies onto the show area without a motorized vehicle.
- Exhibitors shall observe a speed limit of 5 MPH on park grounds, event fields and in parking lots.
- All permitted vehicles in show area for the purpose of loading and unloading must be moved off the show area by 8:00am on Saturday and Sunday.
- Vehicles will not be allowed on show area for loading until 5:20 pm on Saturday and 4:20 pm on Sunday, and will need a permit granted by Show Management.
- Exhibitors may not drive vehicles inside the VIP Tent.
- All elements related to an exhibit must be kept within the exhibit boundaries and not infringe on other exhibits or aisle ways. Banners and signs displayed outside the Exhibitor's booth area are prohibited. Banners placed outside the Exhibitor's designated space will be discarded.
- All exhibitors who operate machinery or equipment within their exhibit area must have a working fire extinguisher present and visible.
- Activities considered potentially dangerous by Show Management, such as open flames of any kind, including candles and the operation of internal combustion engines, is strictly prohibited in the exhibit hall at any time. Weapons are prohibited, with the exception of law enforcement and security personnel. Violators may be removed without refund.
- Exhibitors are responsible for the leased space and agree to reimburse KHTS radio for any damages that may occur.
- Exhibitors agree to remain open and not disassemble their exhibit until 5:00 pm on Saturday and 4:00 p.m. on Sunday.
- Smoking is prohibited in any park in the City of Santa Clarita, as stated in Section 9.50.055. (Ord. 13-6 § 7 (Exh. F), 5/28/13)
- No vendor generators are permitted.
- The use of any sound equipment, P.A. system, is prohibited unless approved by Show Management. Any electronic equipment or machinery that is determined to be a distraction from/distract to other Exhibitors will not be permitted. Non-compliance will result in the removal from The Event at the discretion of Show Management.
- Vendors providing their own 10'x10' tent must properly anchor their tent.
- Vehicles may be towed at owner's expense if not parked in a designated parking lot.
- Vendor parking is located on the grass area marked vendor parking and requires a Vendor Parking Pass granted by Show Management when an Exhibitor checks in at the KHTS Booth.
- Additional parking is located on Bouquet Canyon Road.
- Vendors parked in other locations will be asked to move their vehicle to provide adequate parking for guests attending The Event.
- Exhibits left overnight on Sunday, must be removed by Monday at 8:30am or they will be discarded.
- Exhibitors may only display products that have been pre-approved by Show Management in their initial email agreement.

**12. Vehicle Exhibits:** Owners of private or commercial vehicles, with the exception of government and emergency vehicles, to be exhibited in the parking lot are required to provide a letter or other document from an authorized insurance representative giving evidence of Comprehensive Insurance and naming the following as co-insureds, from April 25, 2020 & April 26, 2020:

Jeri Lyn Broadcasting, Inc

The City of Santa Clarita

**13. Security:** Security is provided by Show Management. However, reasonable precautions should be exercised to protect materials and items of value should not be left unattended. See the release from liability presented below.

**14. Distribution of Materials:** Only event participants, such as exhibitors, sponsors, advertisers and speakers are permitted to distribute printed materials on the premises. Only materials directly related to the participating company or organization can be distributed.

**15. Non-compliance:** In the event of non-compliance with any part of this agreement, Show Management reserves the right to cancel an exhibitor's contract, reassign the space location, or take possession of said space without refund.

**16. Dispute Resolution:** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered in the County of Los Angeles, CA by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including Rules for Emergency.

Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.

**17. Refund Policy:** All sales are final. No refunds for any reason. Fees paid are also not refundable.

**18. FCC Statement:** In implementing this contract the parties shall not engage in any discrimination based on race, gender, color, religion national origin, format or similar matters as prohibit by the FCC in its Report and Order, "promoting Diversification of Ownership in the Broadcasting Services", 23FCC Rcd 5922 (released March 5, 2008 at paragraph 49-50."

**19. Release From Liability:** Show Management shall not be liable for the fulfillment of this contract if non-fulfillment is due to causes related to natural events, terrorism, war, operation of law, labor disputes, riots and civil commotion or threats thereof, or other causes beyond Show Management's control. However, in case of such inability of Management to fulfill this contract, Exhibitors and Sponsors shall receive a refund of up to 50% of any amounts paid for Exhibit Space and Sponsor Opportunities.

Exhibitors shall protect, defend, indemnify and hold harmless Show Management from and against any and all claims, damages, losses and expense including attorney's fees arising out of or resulting from the presentation of legally protected sounds and images.

All exhibitors, sponsors and speakers participate at their own risk. By participating, all participants agree to hold the officers, staff, directors, and agents of the organizations listed below harmless of any and all liability for lost or stolen items, damage to personal property or personal injury that may occur during or become known after The Event.

**20. Exhibitor Payment Schedule:** Exhibitors are fully responsible for making payments in the timeline outlined in your initial payment email sent by show management. Show Management shall charge your credit card based on the schedule outline in our email to you. It is your responsibility to notify us if your credit card has changed or the date has expired. Show Management will send an email to Exhibitors four days prior to each charge notifying you that such charge shall be made. Show Management will not be calling Exhibitors each time we make a charge. If Show Management is unable to complete a transaction, Exhibitors will lose their confirmed booth. All payments, including deposits are non-refundable.

21. Exhibitors may only display, sell items, and offer services that have been agreed upon by the Show Management prior to the show. The approved display items, sell items and offered services are specified on Exhibitor's **Booth Contract**. Category limits have been set to provide optimal opportunities for exhibitors. Exhibitors displaying unapproved services/items will be asked to leave The Event or remove the items at the discretion of the Show Management without a refund.

### **Sales and Use Tax Privacy Notice**

(If you are selling physical items at The Event you will need a copy of your sales tax certificate, below is information on how to obtain one if you don't already possess one).

### **Information Provided To the Board of Equalization**

We ask you for information so that we can administer the state's sales and use tax laws (Revenue and Taxation Code sections 6001-7176, 7200-7226, 7251-7279.6, 7285-7288.6). We will use the information to determine whether you are paying the correct amount of tax and to collect any amounts you owe. You must provide all of the information we request, including your social security number (used for identification purposes [see Title 42 U.S. Code sec.405(c)(2)(C)(i)]).

### **What happens if I don't provide the information?**

If your application is incomplete, we may not issue your seller's permit or use tax certificate. If you do not file complete returns, you may have to pay penalties and interest. Penalties may also apply if you don't provide other information we request or that is required by law, or if you give us fraudulent information. In some cases, you may be subject to criminal prosecution. In addition, if you don't provide information we request to support your exemptions, credits, exclusions, or adjustments, we may not allow them. You may end up owing more tax or receiving a smaller refund.

### **Can anyone else see my information?**

Your records are covered by state laws that protect your privacy. However, we may share information regarding your account with certain government agencies. We may also share certain information with companies authorized to represent local governments. Under some circumstances we may release to the public the information printed on your permit, account start and closeout dates, and names of business owners or partners. When you sell a business, we can give the buyer or other involved parties information regarding your outstanding tax liability. With your written permission, we can release information regarding your account to anyone you designate.

### **We may disclose information to the proper officials of the following agencies, among others:**

- United States government agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, and Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; Interstate Commerce Commission
- State of California government agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Dept. of Motor Vehicles, Employment Development Department; Energy Commission; Exposition and Fairs; Dept. of Food and Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing and Community Development; California Parent Locator Service
- State agencies outside of California for tax enforcement purposes
- City attorneys and city prosecutors; county district attorneys, police and sheriff departments.

### **Can I review my records?**

Yes. Please contact your closest Board office (see the white pages of your phone book). If you need more information, you may contact our Disclosure Officer in Sacramento by calling 916- 445-2918. You may also want to obtain publication 58-A, Inspecting and Correcting Your Records. You may order a copy from our Information Center: 800-400-7115 or download it from the Internet: [www.boe.ca.gov](http://www.boe.ca.gov) (look under "Forms and Publications").

**Who is responsible for maintaining my records?** The deputy director of the Sales and Use Tax Department, whom you may contact by calling 916-445-6464 or writing at the address shown. Deputy Director, Sales and Use Tax Department MIC:43 450 N Street Sacramento, CA 95814