



**EXHIBITOR AGREEMENT**

**Exhibitor Information** (Please type or print legibly)

COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_ E-MAIL \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ WEBSITE ADDRESS \_\_\_\_\_

<u>HOUSTON</u> <i>NRG Arena</i> Houston, TX February 9-11, 2018	<u>SAN FRANCISCO</u> <i>Cow Palace</i> San Francisco, CA April 20-22, 2018
_____ 8' Table(s): \$399*	_____ 8' Table(s): \$349*
_____ End Cap: \$699* (2 8ft. tables on a corner)	_____ End Cap: \$659* (2 8ft. tables on a corner)
_____ Back-up table(s): \$30	_____ Back-up table(s): \$30
_____ Display Case(s): \$40	_____ Display Case(s): \$40
<b>DEPOSIT:</b> _____	<b>DEPOSIT:</b> _____
<b>BALANCE:</b> _____	<b>BALANCE:</b> _____
*Prices good through 1/22/18	*Prices good through 1/22/18

**\*\* If requesting an end location, please note cost for all end cap locations. \*\***

**\*\*\*EXHIBIT SPACE IS SUBJECT TO SELL OUT AND PRICE INCREASES WITHOUT NOTICE.\*\*\***

**Payment:**

★ A 50% deposit will be required with all signed contracts for all shows. Tables will NOT be reserved unless a signed contract and 50% deposit is received. ★ 21 days (or more) prior to the show, the show will accept cash, cashier's check, money order, or company or personal check. ★ Within 21 days prior to the show we will accept cash, cashier's check or money order **ONLY**.

★ **FULL PAYMENT** is due in the office 15 days or more prior to the show. Failure to comply will result in an increase in table prices and possible forfeiture of space. Table prices will increase a minimum of \$25 per *table* after this date. ★ If new tables are available and confirmed within 5 days prior to the show, table prices will increase a minimum of \$50 (from initial price) and will be paid **CASH ONLY** at the show. ★ All prices will increase onsite at the show.

**Also, please include the following:** DL # \_\_\_\_\_ State: \_\_\_\_\_

**Acceptance:**

All space is sold on a first paid, first received basis and payment must be sent accordingly with this contract.

1. Exhibitor agrees that the space rented will be used by the renter for the purpose of buying, selling and trading of sports and other hobby related collectibles. The above listed pricing is applicable only to sports collectibles and memorabilia industry dealers. All other potential exhibitors are subject to an alternate pricing structure.

2. TRISTAR Productions, Inc., the show venue, and corresponding municipalities, assume no responsibility for lost or stolen property. Additionally, the aforementioned indemnify themselves against any unforeseen incidents or acts of God that might cause the show to be canceled.

3. Exhibitor agrees to abide by all show rules, policies and procedures and to accept the responsibility for the compliance of same by all members of his party throughout the course of the show. (See reverse)

**EXHIBITOR SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**1. THE PROMOTERS:**

TRI-STAR PRODUCTIONS, INC. REFERRED TO HEREAFTER AS "PROMOTER" OR "SHOW PROMOTER." 4025 WILLOWBEND, SUITE 312, HOUSTON, TX 77025. TELEPHONE (713) 666-9595, FAX (713) 488-1177.

**2. VENUE:**

THE SHOW (HEREIN CALLED THE "SHOW") WILL TAKE PLACE AT THE VENUES (NAMED ON FRONT SIDE OF THIS AGREEMENT) (HEREIN CALLED THE "SHOW SITE") ON THREE CONSECUTIVE DAYS. LISTED ON FRONT SIDE OF THIS AGREEMENT.

**3. EXHIBITION SET – UP:**

ALL EXHIBITS MUST BE FULLY SET-UP BY SHOW OPENING, AND ALL EXHIBITS MUST BE OPEN FOR BUSINESS DURING ALL SHOW HOURS. NO DISMANTLING OR PACKING MAY BE STARTED BEFORE THE SHOW CLOSING ON SUNDAY. COOPERATION ON THIS POINT FROM ALL EXHIBITORS IS REQUIRED.

**4. EXHIBIT AREA:**

ALL AISLES AND ENTRANCE DOORS WILL BE UNDER CONTROL OF THE PROMOTER. MERCHANDISE, DISPLAYS, SIGNS OR OTHER PROPERTY OF THE EXHIBITORS MAY NOT EXTEND INTO AISLES TO OBSTRUCT THE VIEW OF OTHER SPACES OR AISLES. EXHIBITORS AND THEIR AGENTS MAY NOT SELL MERCHANDISE, GIVE SOUVENIRS OR HAND OUT ANY LITERATURE OF ANY KIND ANYWHERE OTHER THAN IN THEIR ASSIGNED EXHIBIT SPACE.

**5. UNAUTHORIZED ITEMS:**

NO UNAUTHORIZED AND/OR UNLICENSED CARDS OR COLLECTIBLES MAY BE DISPLAYED, BOUGHT, SOLD OR TRANSFERRED. THIS INCLUDES ANY ITEM PORTRAYING OR PROMOTING NUILITY. NO GAMBLING DEVICES, GRAB BAGS OR DICE GAMES WILL BE ALLOWED. VIOLATION MAY RESULT IN IMMEDIATE EXPULSION FROM THE SHOW AT THE SOLE DISCRETION OF PROMOTER.

**5A.** ABSOLUTELY UNDER NO CIRCUMSTANCES MAY ANY EXHIBITOR HAVE ANYONE SIGNING AUTOGRAPHS AT HIS/HER EXHIBIT LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF PROMOTER. VIOLATION MAY SUBJECT EXHIBITOR TO IMMEDIATE EXPULSION FROM THE SHOW.

**6. BADGES:**

EXHIBITORS AND THEIR EMPLOYEES MUST APPLY FOR EXHIBITOR BADGES FROM THE PROMOTERS AND WEAR SUCH BADGE AT ALL TIMES WHEN IN THE SHOW SITE. BADGES ARE NONTRANSFERABLE AND IF TRANSFERRED TO OR USED BY ANY PARTY OTHER THAN THE INDIVIDUAL TO WHO IT WAS ISSUED, THEY MAY BE CANCELED BY THE PROMOTER AT THE PROMOTERS DISCRETION.

**7. ALLOCATION OF SPACE:**

ALL EXHIBITORS MUST CONTRACT DIRECTLY WITH THE PROMOTER. NO EXHIBITOR MAY SUBLET, SUBCONTRACT, SHARE HIS ALLOCATED AREA WITH OR ASSIGN HIS CONTRACT TO ANY OTHER COMPANY OR INDIVIDUAL WITHOUT THE PRIOR WRITTEN CONSENT OF THE PROMOTER. VIOLATION OF THIS POLICY MAY SUBJECT DEALER AND/OR ANY OTHER PARTIES IN VIOLATION TO IMMEDIATE EXPULSION FROM SHOW WITHOUT REFUND. ADDITIONALLY, ANY SUCH VIOLATION WILL RESULT IN THE EXHIBITOR IMMEDIATELY OWING PROMOTER THE FULL RATE PER TABLE FOR EACH TABLE THEY HAVE CONTRACTED FOR AND/OR ARE OCCUPYING. THE PROMOTER RESERVES THE RIGHT FOR ANY REASON TO CHANGE THE LAYOUT OF THE EXHIBITION, OR ANY PART THEREOF OR CANCEL OR POSTPONE THE SHOW WITHOUT ANY LIABILITY TO THE EXHIBITORS. IN THE EVENT OF CANCELLATION OR POSTPONEMENT FOR ANY REASON OTHER THAN AS PROVIDED IN SECTION 12 OF THIS CONTRACT, EXHIBITORS WILL BE NOTIFIED AND WILL RECEIVE A FULL REFUND.

**7A.** PROMOTER PROVIDES TO EXHIBITOR THE SPACE AND/OR TABLE(S) AS SPECIFIED PURSUANT TO THIS AGREEMENT. IF ANY ADDITIONAL EQUIPMENT (I.E. TABLES, CHAIRS, ETC.) OR SPACE IS SOUGHT BY EXHIBITOR, EXHIBITOR MUST INQUIRE WITH THE PROMOTER OR DECORATOR AND IS SUBJECT TO ALL NECESSARY FEES THAT MAY APPLY.

**8.** EXHIBITORS MUST COMPLY WITH ALL REGULATIONS OF UNIONS APPLICABLE TO RECEIVING, SETUP, DISPLAY, DISMANTLING, AND REMOVAL OF THEIR EXHIBITS.

**9. FIRE, THEFT, ACCIDENT:**

THE PROMOTER WILL MAINTAIN A SECURITY SERVICE IN THE BUILDING AND/OR SHALL MAKE REASONABLE EFFORTS TO PROVIDE SECURITY. HOWEVER, THE PROMOTER SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF EXHIBITOR OR ITS PROPERTY, EMPLOYEES, VISITORS OR CUSTOMERS FROM THEFT, DISAPPEARANCE, PILFERAGE, INJURY OR DAMAGE BY FIRE, ACCIDENT, OR ANY OTHER CAUSE. EXHIBITOR ASSUMES SOLE LIABILITY FOR ANY LOSSES RESULTING FROM SUCH CAUSES. THE PROMOTER SHALL NOT PROVIDE INSURANCE FOR THE BENEFIT OF THE EXHIBITOR OR ITS PROPERTY. EXHIBITOR AGREES TO ABIDE BY THE CITY FIRE PREVENTION CODE AND THE EXHIBIT HALL FIRE REGULATIONS PROMULGATED BY THE OWNER OF THE HALL, WHICH AMONG OTHER REGULATIONS, PROHIBITS ATTACHMENT OF ANY SIGNS OR OTHER ITEMS TO THE WALLS OF THE BUILDING, OR TO ATTACH SIGNS TO THE DRAPERY OF BOOTHS UNLESS FIRE-PROOFED. OTHERWISE, SUCH ITEMS MUST BE AT LEAST SIX (6) INCHES AWAY FROM DRAPERY.

**10.** THE PROMOTER AND THE SHOW SITE DO NOT ACCEPT RESPONSIBILITY, NOR IS A BAILMENT CREATED, FOR MERCHANDISE OR EQUIPMENT DELIVERED BY OR TO EXHIBITORS AT ANY TIME. THE PROMOTER AND THE SHOW SITE ARE NOT RESPONSIBLE FOR ANY LOSS OR THEFT OF EXHIBITORS MERCHANDISE OR EQUIPMENT DURING ANY PERIOD OF THE SHOW, OR DURING SETUP/DISMANTLING.

**11. INDEMNIFICATION:**

EXHIBITOR SHALL INDEMNIFY AND HOLD HARMLESS THE PROMOTER FROM ANY DAMAGES, EXPENSES, LOSSES OR LIABILITIES INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES RESULTING FROM ANY CLAIMS, DEMANDS, SUITS OR OTHER ACTIONS BASED ON OR ARISING OUT OF THE EXHIBITORS OCCUPATION OR USE

OF THE EXHIBIT SPACE, INCLUDING BUT NOT LIMITED TO ALL CLAIMS AND DEMANDS OF EXHIBITORS, THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, CUSTOMERS AND GUESTS FOR INJURY TO PERSON OR PROPERTY ARISING BY VIRTUE OF ANY OCCURRENCE IN THE EXHIBIT SPACE OR THE SHOW SITE OR IN THE PARKING AREAS IN PROXIMITY TO THE SHOW SITE DURING THE CONTRACT TERM, AS WELL AS ANY PERIOD DURING WHICH EXHIBITOR IS MOVING INTO OR OUT OF THE SHOW SITE.

**12.** IN THE EVENT THAT, BECAUSE OF WAR, FIRE, STRIKE, GOVERNMENT REGULATIONS, PUBLIC CATASTROPHE, ACT OF GOD OR THE PUBLIC ENEMY OR OTHER CAUSE BEYOND THE CONTROL OF THE SHOW, THE SHOW OR SHOW PROMOTER OR ANY PART THEREOF IS PREVENTED FROM BEING HELD, IS CANCELED BY THE SHOW OR THE EXHIBIT SPACE BECOMES UNAVAILABLE, ANY REFUND OF EXHIBIT FEES TO THE EXHIBITOR SHALL BE AT THE ABSOLUTE DISCRETION OF THE PROMOTERS. SUCH A REFUND, IF GIVEN, SHALL BE PROPORTIONATE SHARE OF THE BALANCE TO THE AGGREGATE EXHIBIT FEES RECEIVED WHICH REMAINS AFTER DEDUCTING EXPENSE INCURRED BY THE SHOW REASONABLE COMPENSATION TO THE SHOW, BUT IN NO CASE SHALL THE AMOUNT OF REFUND TO THE EXHIBITOR EXCEED THE AMOUNT OF EXHIBIT FEE PAID. EXHIBITOR SHALL NOT HAVE ANY RIGHT TO AN ACCOUNTING, REVIEW OR AUDIT OF THE FINANCIAL RECORDS OF THE SHOW.

**13. CANCELLATION:**

**ANY EXHIBITOR CANCELLING THEIR BOOTH SPACE MORE THAN 21 DAYS PRIOR TO THE SHOW DATE WILL HAVE THE OPTION OF HAVING ANY BOOTH FEES PAID MINUS A \$50 TRANSFER FEE APPLIED TO A FUTURE SHOW. ANY CANCELLATIONS WITHIN 21 DAYS OF THE SHOW DATE WILL RESULT IN THE FORFEITURE OF SPACE WITHOUT REFUND. ABSOLUTELY NO REFUNDS WILL BE GIVEN.**

**14.** THE REPRESENTATIVE OF EXHIBITOR WHO EXECUTES THIS AGREEMENT FOR AND ON BEHALF OF SUCH PARTY, IF ANY, WARRANTS TO PROMOTER THAT HE OR SHE POSSESSES THE REQUISITE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND ANY OTHER DOCUMENT IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY.

**15.** IN THE EVENT ANY PROVISION HEREOF IS FOUND INVALID OR UNENFORCEABLE EITHER AS A RESULT OF ARBITRATION OR JUDICIAL DECREE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE ACCORDING TO ITS TERMS.

**16.** IF EXHIBITORS SHALL MAKE ANY PAYMENT TO PROMOTER HEREUNDER BY MEANS OF CHECK, WHICH FAILS TO BE HONORED FOR ANY REASON, EXHIBITOR SHALL PAY TO PROMOTER A RETURN PAYMENT FEE OF FIFTY DOLLARS (\$50.00) FOR EACH SUCH CHECK.

**17.** THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING AND CONTRACT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS OR COMMUNICATIONS WITH RESPECT TO THE SUBJECT MATTER HEREOF, ALL OF WHICH COMMUNICATIONS ARE MERGED HEREIN.

**18.** IN NO EVENT SHALL PROMOTER BE REQUIRED TO PERMIT EXHIBITOR TO PARTICIPATE IN ANY OTHER OR FUTURE SHOW OR SHOW PRODUCED OR MANAGED BY PROMOTER.

**19. GRADING AND/OR AUTHENTICATION:** EXHIBITORS ARE NOT ALLOWED TO ACCEPT SUBMISSIONS AND/OR GRADE TRADING CARDS, AUTOGRAPHS OR OTHER MEMORABILIA ITEMS AT SAID SHOW(S) UNLESS THEY HAVE RECEIVED WRITTEN PERMISSION FROM SHOW MANAGEMENT.

**20. PAYMENT:** A 50% DEPOSIT WILL BE REQUIRED WITH ALL SIGNED CONTRACTS FOR ALL SHOWS. 21 DAYS (OR MORE) PRIOR TO THE SHOW, TRI-STAR PRODUCTIONS, INC., WILL ACCEPT CASH, CASHIER'S CHECK, MONEY ORDER, OR COMPANY OR PERSONAL CHECK. WITHIN 21 DAYS PRIOR TO THE SHOW WE WILL ACCEPT CASH, CASHIER'S CHECK OR MONEY ORDER ONLY. FULL PAYMENT IS DUE IN OUR OFFICE 15 DAYS OR MORE PRIOR TO THE SHOW. FAILURE TO COMPLY WILL RESULT IN AN INCREASE IN TABLE PRICES AND POSSIBLE FORFEITURE OF SPACE. TABLE PRICES WILL INCREASE A MINIMUM OF \$25 PER TABLE AFTER THIS DATE. IF NEW TABLES ARE AVAILABLE AND CONFIRMED WITHIN 5 DAYS PRIOR TO THE SHOW, TABLE PRICES WILL INCREASE A MINIMUM OF \$50 (FROM INITIAL PRICE) AND WILL BE PAID CASH ONLY AT THE SHOW.

**21. AUTHENTICITY OF MERCHANDISE:** EXHIBITOR AGREES THAT NEITHER EXHIBITOR, NOR ANYONE IN EXHIBITOR'S SPACE MAY BUY, SELL, TRADE OR DISPLAY ANY MERCHANDISE THAT IS QUESTIONED AND/OR DEEMED TO BE COUNTERFEIT, FAKE OR NOT AUTHENTIC AS IT IS BEING OFFERED. UPON REQUEST BY PROMOTER, EACH EXHIBITOR MUST PROVIDE PROOF OF AUTHENTICITY OF ANY PRODUCT INCLUDING, BUT NOT LIMITED TO, TRADING CARDS, SPORTS MEMORABILIA, AND AUTOGRAPHED MERCHANDISE. ANY PRODUCT THAT IS QUESTIONED AND WHOSE AUTHENTICITY CANNOT BE CONFIRMED, OR WHOSE AUTHENTICITY IS DEEMED QUESTIONABLE BY SHOW PROMOTER OR BY AN INDEPENDENT AGENT OF PROMOTER'S CHOICE MUST BE REMOVED FROM DISPLAY IMMEDIATELY AND MAY NOT BE DISPLAYED AND/OR OFFERED FOR SALE OR TRADE AT THE SHOW. VIOLATION OF THIS POLICY MAY RESULT IN IMMEDIATE EXPULSION FROM THE SHOW AT THE SOLE DISCRETION OF SHOW PROMOTER.

**22.** THE PROMOTER SHALL HAVE FULL POWER TO INTERPRET AND/OR AMEND THESE TERMS AND CONDITIONS WHICH IN ITS DISCRETION SHALL BE IN THE BEST INTEREST OF THE SHOW. THE DECISION OF THE SHOW PROMOTER MUST BE ACCEPTED AS FINAL IN ANY DISPUTE BETWEEN EXHIBITOR AND ANY SITUATION NOT COVERED BY THESE TERMS AND CONDITIONS.