



## **EXPO AREA: ADDITIONAL TERMS AND CONDITIONS**

### **1. Payment/Cancellation Policy**

Payment in full must accompany this contract (unless previously made). Make checks payable to the City of Sausalito. All cancellation requests must be made in writing. Exhibitors canceling by or before February 5, 2009 will forfeit 50% of their Expo space rental fee. NO REFUNDS will be issued AFTER February 5, 2009

### **2. Space Assignments:**

Expo space rental fees must be received no later than February 5, 2009. Booth assignments will be made based on space requirements, products to be exhibited, the date the contract is received, and consideration of the overall best interests of the show. Booths will be constructed of poles and drapes and provided with an 8 ft table, two chairs, tablecloth, and table skirt. Exhibitor agrees that the Amgen Tour of California - Sausalito LOC may substitute the space assigned to Exhibitor if necessary.

### **3. Operation:**

Exhibitors must keep their exhibits open and staffed from 7:15 a.m. – 1:00 p.m. Monday, February 16, 2009. Set-up hours are from 4:30 – 7:00 a.m. on Monday. The Load-in street is Bay St. Your vehicle must be out of the Expo area by 7:00 a.m. unless you have prior authorization by the Amgen Tour of California - Sausalito LOC. Load-out will be Monday February 16, 2009 from 1 – 3:00 p.m.

### **4. Products and Exhibits:**

No products bearing the “Amgen Tour of California” or “City of Sausalito” or any other AMGEN event trademark, name, logo or reference to such may be sold or distributed without written permission from Amgen Tour of California - Sausalito LOC management. Amgen Tour of California - Sausalito LOC reserves the right to restrict the sale or display of any items that it deems objectionable. If for any reason, an exhibit or its contents are deemed objectionable, the exhibit, product or item will be subject to removal. This reservation includes any person, thing, conduct, printed matter, or item of a charter which the Amgen Tour of California - Sausalito LOC considers objectionable for health or safety reasons, or due to conflict with sponsor or other agreements, or for any reason Amgen Tour of California - Sausalito LOC feels is not in the best interest of the event. Should such an eviction or restriction be enforced, Amgen Tour of California - Sausalito LOC or the City of Sausalito shall not be held liable for refunding rental fees or funds for exhibition rental, except at its own discretion. The hanging of banners outside of your Expo area is prohibited.

### **5. Management & Dismantling:**

Should any rented Exhibitor’s space remain unoccupied on the event day or should any space be forfeited due to failure to make payment by February, 2009, the Amgen Tour of California - Sausalito LOC reserves the right to rent said space to any other Exhibitor or to use said space in any other manner. However, this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in this contract should management not resell the space. Exhibitor shall be solely responsible at its own expense for installing and dismantling its own materials. Exhibitor shall repair any damage caused by installation or dismantling and return the space to the same condition as received.

### **6. Fire, Safety and Health Regulations:**

Exhibitor agrees to comply with local, city and state laws, ordinances and regulations covering fire, safety, health and other matters. All exhibit equipment and materials will be reasonably located with the booth. Exhibitors shall take necessary fire precautions.

### **7. Subletting of Space:**

Exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than his/her own in the exhibit space without prior written authorization from the Amgen Tour of California - Sausalito LOC management.

### **8. Liability Exclusion:**

The Amgen Tour of California - Sausalito LOC will take reasonable precautions to safeguard Exhibitor’s property. However, the Amgen Tour of California - Sausalito LOC will not be liable for loss or damage to the Exhibitor’s property

from theft, fire, accident or any other cause beyond its control. Exhibitor agrees to indemnify, protect, defend and save and hold harmless the Amgen Tour of California - Sausalito LOC, AEG, Medalist Sports, Sausalito Chamber of Commerce, the City of Sausalito, its officers, directors, and organizers from all claims, demands damages and liability of whatsoever kind or character asserted by any person or persons on account of damage to property or the leased premises arising out of the use of the Exhibitor's leased premises by Exhibitor, or the negligence or willful misconduct of Exhibitor, its agents, employees or invitees or a breach of this contract by Exhibitor or its agents, employees or invitees. The Exhibitor, on signing this agreement, expressly releases the aforementioned from all claims for loss, damage or injury.

**9. Insurance:**

Exhibitors shall carry and maintain during the period of any show in which he/she exhibits, including any move-in and move-out days, and at his/her sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance, with combined single limit bodily injury and property damage policy with limits of \$1,000,000. Exhibitor warrants that, by signing this contract, he/she has complied specifically with the insurance requirements of this contract.

**10. Inability to Perform:**

If the Amgen Tour of California - Sausalito LOC should be prevented from having the Expo area, or if it cannot permit Exhibitor to occupy his/her space due to circumstances beyond its control, including, but not limited to, strike, civil disobedience, severe inclement weather and acts of God, the Amgen Tour of California - Sausalito LOC will refund the Exhibitor the amount of rental paid by him/her, less a proportionate share of Expo expenses, and the Amgen Tour of California - Sausalito LOC shall have no further obligation or liability to Exhibitor. If Exhibitor made no rental payment, he/she nevertheless shall be obligated to pay his/her share of the Expo expenses.

**11. Shipments:**

All arrangements for shipments required by Exhibitor for its booth shall be the sole responsibility of the Exhibitor, and the Amgen Tour of California - Sausalito LOC management shall not be responsible for receipt of any shipments without prior written agreement. With agreement, products may be pre-shipped to the Sausalito Park and Recreation Dept. at 420 Litho Street, Sausalito 94965 between the hours of 9:00 AM and 5:00 PM, Thursday, February 12, 2009, and Friday, February 13, 2009. Exhibitors shall be solely responsible for picking up shipped items from the Department on February 16, 2009 and taking them to the Expo area during the Load-in period.

**12. Rental Equipment Return:**

Failure to return rental equipment in its original condition will result in the following charges: chairs @ \$25 each, tables @ \$50 each, and electrical equipment @\$100 each.

**13. Food/Beverage Vendors:**

No food and/or beverage sales or sampling are allowed in the Expo or Tech areas without consent from the Amgen Tour of California - Sausalito LOC management.

**14. Vendor Parking:**

Vendor parking will be located at the Sausalito City Hall parking lot at Bee Street between Caledonia and Bonita Streets. A shuttle between the Expo site and City Hall will be available from 5:30 – 7:30 a.m. and from 1:00 – 2:30 p.m. on Monday, February 16, 2009.

By signing below I agree to the following additional Terms and Conditions of the Amgen Tour of California -- Sausalito Expo being held on February 16, 2009

Date: \_\_\_\_\_

Authorized Exhibitor Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

For further information, contact Jeff Scharosch at:

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