

# Monterey Wine Festival

## 2012 Contract

2316 NE Minnehaha Vancouver, Washington 98665 Phone: 360-693-6023 Fax: 360-693-1133

[www.montereywine.com](http://www.montereywine.com)

Company \_\_\_\_\_  
Contact \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_  
Email \_\_\_\_\_  
Main Telephone (\_\_\_\_) \_\_\_\_\_  
Main Fax (\_\_\_\_) \_\_\_\_\_  
URL \_\_\_\_\_  
List our name in the event guide as: \_\_\_\_\_  
Primary Trade Show Contact: \_\_\_\_\_  
If you are a winery please indicate your AVA or geography below:  
\_\_\_\_\_

### Monterey, California 2012 Show Hours June 8 - 9th, 2012.

**Monterey Custom House Plaza June 8th, 2012 5 – 9 p.m.**  
Move In: June 8<sup>th</sup> 2 – 4:30 p.m. Move Out: 9 – 9:30 p.m.

**Monterey Custom House Plaza June 9th, 2012 11 – 4 p.m.**  
Move In: June 9<sup>th</sup> 9 – 10:30 p.m. Move Out: 4 – 4:30 p.m.

#### Each participant receives:

- \* 6' table draped Custom House Plaza
- \* Web link to our site

\* Listing in event hand out/guide \*One complimentary pass for a guest of your choice to the Tasting at the Monterey Custom House Plaza on June 8<sup>th</sup> or 9th, 2012.

\* Two vendor wrist bands per table for your staff.

\*Reach out and pour program invitations for industry buyers.  
Please order additional VIP tickets for customers by using on-line code "vendorspecials" for a \$20 dollar discount on June 8 or 9th Monterey Wine Festival events. Does not apply to general admission tickets or West Coast Chowder tickets.

\_\_\_\_\_ # of tables June 8<sup>th</sup> event. \$450 per table. \_\_\_\_\_ # of tables at June 9<sup>th</sup> event. \$450 per table.

\_\_\_\_\_ # of tables on both festival days just \$550.

**Please total number of tables here. ie; 1 table all activities = 550.00**

Sub Total. no refunds, no cancellations.

\_\_\_\_\_ Total # tables. Table Total \$ \_\_\_\_\_

Power is additional and butane cook tops are the recommended source of heat. Sterno is also approved. All booths cooking must have an approved fire extinguisher.

Please send us \_\_\_\_\_ additional staff wrist bands @ \$10.00 per person \$ \_\_\_\_\_

Please order basic power \$100 per standard 110 outlet \$ \_\_\_\_\_

**Yes, reserve 1/2 page color ad in show guide @ \$350. Full page color ad @ \$500. \$ \_\_\_\_\_**

**Grand Total \$ \_\_\_\_\_**

**SIGNATURE** (application must be signed here) X \_\_\_\_\_ Title \_\_\_\_\_

Signature Name Printed \_\_\_\_\_ Date \_\_\_\_\_

#### Choose Payment Schedule (payment in full is expected 45 days prior to event)

- Please bill in full.
- Please bill as follows. Your payment will be split and billed as indicated.

1<sup>st</sup> payment Date/Amount \_\_\_\_\_ 2<sup>nd</sup> payment Date/Amount \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ / \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Initial if you want the credit card billed on the installment dates listed.  
\_\_\_\_\_

#### Please make checks payable to:

E2C Corporation  
2316 NW Minnehaha  
Vancouver, WA 98665

Purchase Order Number \_\_\_\_\_

**OR** Pay by credit card (circle one) **VISA, MC, AMEX**

Card Number \_\_\_\_\_

**3 Digit Security Code #** \_\_\_\_\_ Expiration Month: \_\_\_\_\_ Year \_\_\_\_\_

Cardholder's Name \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

Amount to Charge: \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Accepted by: \_\_\_\_\_ E2C, Inc  
Date: \_\_\_\_\_

# RULES & REGULATIONS

**1. Management.** The word "Management" as used herein shall mean E2C, Corp. or its officers, committees, agents or employees acting for it in the management of the Exhibition.

**2. Eligible Exhibits.** Exhibits will be limited to those companies or other entities offering materials, products or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display and the eligibility of any Exhibitor for inclusion in the Exhibition regardless of whether such Exhibitor has previously participated in a similar Exhibition conducted by Management. Exhibiting manufacturers' representatives and/or distributors must list its participating principals as the exhibitors of record. Only the sign of the Exhibitor whose name appears upon the face of this contract may be placed on the booth or in the printed list of Exhibitors. No exhibitors or advertising will be allowed to extend beyond the space allotted to the Exhibitor. Management reserves the right to reject, eject or prohibit any exhibit in whole or in part of Exhibitor or its representatives upon Management's good faith determination that the same is not in accordance with these Rules and Regulations.

**3. Limitation of Liability.** The Exhibitor agrees to indemnify and hold harmless the Management, any sponsor, owner, Exhibition hall facility, and City in which this Exhibition is being held and their officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs, and expenses including without limitation, attorneys' fees and amounts paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, its agents or employees. Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor whether resulting from fire, storms, acts of God, air conditioning or heating failures, theft, pilferage or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk. Management will provide the services of a reputable security agency during the period of installation and dismantling. Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitor may furnish additional security at its own cost and expense, only with prior approval by Management. Management makes no warranties, either expressed or implied, concerning the profitability of the Exhibition for Exhibitor and/or the amount of attendees expected to attend the show and/or the quantity of competitors' space and the types of goods and services offered.

**4. Default in Occupancy.** If exhibition space is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for such purposes as it may see fit and Exhibitor shall be responsible for all rental fees. All mandatory deposits are non-refundable.

**5. Sub-leasing.** Exhibitor shall not sublet its space, or any part thereof or permit the exhibition or display of any goods or services not specified in the contract. Exhibitor may not exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display. Exhibitor may not permit non-exhibiting company representatives to operate from Exhibitor's booth. Rules of Management shall in all instances be final with regard to use of any exhibit space.

**6. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls or columns or any property of the facility or to standard booth equipment. Exhibitor may not apply paint, lacquer, adhesives or other coating to building property or standard booth equipment.

**7. Union Labor.** When required by Management or the Exhibition facility, Exhibitor shall employ only union labor, as made available by official contractors in the installation and dismantling of exhibits. Any Exhibitor requiring the construction of special displays must employ union labor in the construction, carpentry work and electrical work when required by union agreements and such display must bear AFL-CIO union labels.

**8. Special Services.** When available, electricity, gas, water and other utilities as well as other special services needed by Exhibitor are provided only when Exhibitor orders and agrees to pay for such services and only if such services are contracted with those

persons whom are authorized to supply such services in conformity with City, insurance and all other requirements or ordinances.

**9. Booth Representative.** Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives. Booth representatives shall wear identification furnished by Management at all times. Management may limit the number of booth representatives at any time. All booths must be staffed by the Exhibitor during all open show hours.

**10. Safety and Fire Laws.** All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. Smoking may be prohibited. Aisles and fire exits must not be blocked by exhibits or visitors to the Exhibitor's booth. No storage behind exhibits is provided or permitted.

**11. Decoration.** Management shall have full discretion and authority in the placement, arrangement and appearance of all items displayed by Exhibitor and may require the replacement, rearrangement, or redecoration of any item or of any booth, and no liability shall attach to Management for costs that may be incurred by Exhibitor. No exhibit may be built or erected to exceed the height limitations as established by Management. Any Exhibitor whose booth exceeds the height limitation will be required, at its own expense, to alter the display in order to conform with height restrictions.

**12. Performance of Music and Sound Level.** Exhibitor acknowledges that any live or recorded performances of copyrighted music which occurs in the Exhibitor's booth must be licensed from the appropriate copyright owner or agent. Exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold harmless Management from any damages or expenses incurred by Management due to the Exhibitor's failure to obtain such licenses. Devices which produce sound must be operated so as not to be disturbing to other Exhibitors. Management reserves the right to determine the acceptable sound level in all such instances.

**13. Lotteries/Contests.** The operation of games of chance, lotteries, raffles or give-aways is permitted only to the extent permitted by applicable law and on written approval from Management.

**14. Exhibitor Conduct.** Management reserves the right to refuse Exhibitor sales of products it believes falls outside the theme and intent of this event. Repeated violation of this rule will result in the closure of Exhibitor's booth. The distribution of samples, souvenirs, publications and the like or sales promotion activities must be conducted by Exhibitor within its booth. The distribution of any article that interferes with the activities or obstructs access to neighboring booths or that impedes aisles is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in his product or services may be distributed without the permission of Management. Any act or conduct by Exhibitor which, in the judgment of Management, interferes, disturbs or endangers any other exhibitor or visitor, may be prohibited by Management. Exhibitor may not serve or dispense any food, refreshment or beverage of any kind in its booth without the prior approval of Management.

**15. Termination of Exhibit.** In the event that the premises in which the Exhibition is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the contract are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, the Exhibition may be terminated or moved to another appropriate location at the sole discretion of Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this contract and/or the Exhibition (or any part thereof), then Management may retain such part of an Exhibitor's rental fee as shall be required to recompense Management for the expenses incurred up to the time of such contingency shall have occurred and there shall be no further liability on the part of either party. Any credit or refund to Exhibitor will be made after adjustment for Management expense and only in the event that the Exhibition has been canceled in its entirety. For purposes hereof, "cause or causes not reasonably within the control of Management" shall include, but not be limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockade embargo, inclement weather, hurricane, tornado, governmental restraints, declaration of public emergency, strike, lockout, boycott or other labor disturbance, technical or other personnel failure, local, State, or Federal, ordinances, rules, orders, decrees, or regulations and/or any Act of God.

**16. Resolution of Disputes.** In the event of a dispute or disagreement between Exhibitor and Management, or Exhibitor or Labor Union or two or more Exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning the dispute or disagreement by Management intended to resolve the dispute or disagreements shall be binding on Exhibitor.

**17. Care and Removal of Exhibits.** Management will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down of exhibits prior to the official closing of the Exhibition may result in refusal by Management to accept or process exhibit space applications for subsequent exhibitions or other damages. Exhibits must be removed from the building by the time specified. In the event any Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to dismantle the exhibit or make such disposition of the property as Management deems reasonable without any liability to Management.

**18. Photography and Directories.** Photographic rights for the Exhibition are reserved to Management and photography in the Exhibition by Exhibitors may be arranged through the Official Photographer as designated by Management. Exhibitors wishing to make their own arrangements for photography must first seek permission of Management. Management shall have the right to use Exhibitor's name and logo in all promotional materials. Management shall not be responsible in the event of any error or omission in the listings of any Exhibition Directory and in any promotional material.

**19. Amendment to Rules.** Any matters not specifically covered in these Rules and Regulations shall be subject solely to the discretion of Management. Management shall have full power in the matter of interpretation, amendment and enforcement of all Rules and Regulations and any such amendments when made and brought to the notice of Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth. Management retains the right to revise and/or alter the Exhibition floor plan and/or reassign Exhibitors as may be necessary.

**20. Default.** If the Exhibitor defaults in any of its obligations or covenants under this contract, including without limitation, any Rule or Regulation promulgated herein, Management may, without notice, terminate this agreement and retain all monies received on account as liquidated damages. Management may thereupon direct the Exhibitor to remove forthwith its employees, agents or representatives, and all of its personal property from the space contracted and from the facility.

**21. Acceptance.** Deposit of any monies from Exhibitor does not constitute acceptance of this contract. This Contract shall not be binding until accepted by Management.

**22. Waiver.** The waiver by Management of any previous breach or any condition or Rule or Regulation shall not be construed by Exhibitor to permit the same or act as a waiver of any other term or condition or Rule or Regulation.

**23. Breach by Management.** In the event of a breach of this agreement by Management, damages for said breach shall be limited to a refund of the monies paid by Exhibitor for space in the Exhibition. In no event shall Management be liable for any incidental or consequential damages.

**24. Insurance.** Exhibitor shall, at Exhibitor's own expense, provide 1,000,000 liability insurance coverage during all activities related to the use of Exhibit space by Exhibitor. Exhibitor shall provide proof of coverage listing E2C, Corp as additional insured for the event referenced on previous page.

**25. Cancellation Policy.** Any changes must be in writing. Booth reductions are considered a cancellation of our contract. No refunds, no transfers (to other events), or credits will be given at any time. Exhibitor will be responsible for the total exhibit space rental fee as indicated on his/her contract. If total exhibit space rental fee is not received 90 days before the event, Exhibitor may lose any prior rights to booth location.

**26. General.** Exhibitor identification may be obtained at the Exhibitor Registration area the day of the event.