

The Hat District Shopkeeper Application

Manchester Grand Hyatt San Diego • San Diego, California • July 28–August 1, 2010

Applications are accepted and will be processed on a first come, first serve basis.

| | | |
|--|----------------|------------------------------|
| Company Name | Contact Person | Contact Title |
| Shopkeeper Representative #1 | | Shopkeeper Representative #2 |
| Street Address | | |
| City | State | Zip |
| Phone | | Fax |
| E-mail | | Website |
| Company Description (20 words or less) | | |

Items To Be Sold or Exhibited (Exhaustive category list required. Exhibitors may not sell items outside categories listed here. Products/services subject to approval.)

Check One: 10' x 10' = \$1000* Non-profit rate: \$750 10' x 20' = \$1750* Non-profit rate: \$1500 20' x 20' = \$3000* Non-profit rate: \$2500

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|---|----------------------|---|--|
| Additional Shopkeeper Representative #1 (\$50.00) | | Additional Shopkeeper Representative #2 (\$50.00) | |
| Name On Card | | Billing Address | |
| Card Number | Card Verification ID | Exp. Date | |
| Card Type (i.e. Visa, MC, etc) | Amount To Be Billed | Signature of Cardholder | |

* Other booth requests will be taken on an individual basis. All booths include: 8' draping, 36' side dividers, 7"x44" vendor sign (includes booth number & vendor name), one six foot skirted table, two chairs and 2 name badges. Note: Booth fee does NOT include: additional tables, additional chairs, furniture, electrical, internet, telephones, etc. Can be ordered via show director upon approval.

* **100% deposit due with contract to be paid via check or credit card. Denied application payments will not be processed and voided.**

* **Check Payment remittance address: Red Hat Society, Inc. Attn: San Diego Exhibitor, 431 S. Acacia Avenue, Fullerton, CA 92831**
Phone: (714) 738-0001 Fax: (714) 738-0005

General Liability required. Attach a certificate of insurance showing that Red Hat Society, its subsidiaries, officers, directors, employees and consultants have been named as additionally insured for the purposes of this event.

Exhibitors are held to the Terms and Conditions attached to and incorporated as part of this application, which upon acceptance will become our agreement. Any exhibitor submitting an application agrees to be bound by all Term and Conditions if its application is accepted. In submitting this application, the exhibitor's authorized representative: 1) Confirms he/she has received a copy of the Terms and Conditions accompanying the application, which are incorporated herein and are made a part hereof; and 2) That in the event this application is accepted by RHS, exhibitor accepts and agrees to abide by these Terms and Conditions including but not limited to all matters pertaining to liability and risk.

| | |
|--|------|
| Signature | Date |
| Authorized Acceptance _____ Table Number _____ Payment Received (Amount) _____ Payment Received (Date) _____ | |

For Red Hat Society, Inc. Use Only



Terms & Conditions

1. EXHIBITOR APPLICATION:

These rules and regulations are fully incorporated into "Brimms by the Bay" (hereinafter, "Event") SHOPKEEPER (hereinafter, "exhibitor") space (hereinafter "Shop") application from. RHS will consider applications for organizations that present in a tasteful manner informational materials, products and services consistent with RHS's vision, mission, and purpose. In order to maintain balance and diversity in the exhibit hall, RHS may limit the number of exhibitors who seek to exhibit certain products and services. Complete product/service literatures as well as any samples that exhibitor intends to distribute must be provided to RHS with SHOPKEEPER pace application. RHS, in its sole discretion, reserves the right to reject at any time any application to exhibit for any reason, even with prior acceptance in this meet or previous RHS events. RHS does not guarantee the success or profitability of any exhibitor.

2. RIGHT TO RELOCATE:

RHS will attempt to accommodate the preference of each exhibitor. However, RHS reserves the right to relocate an exhibitor, in its sole discretion, any time.

3. BOOTH ACTIVITIES:

All business activities of the exhibitor must be within the contracted exhibit space of the exhibitor. No solicitation is allowed outside exhibitor's exhibit space. No exhibitor may use their display to attract any Event registrant to an off-site location for an event or activity during the official Event dates, without prior written consent from RHS. The distribution of products and/or literature, including refreshments and foods, will not be permitted without prior written approval from RHS. No exhibitor may distribute or leave behind merchandise, signs, or printed matter in the registration areas, meeting rooms, or public areas of the Event site, including hotels, shuttle buses, parking garages, etc. without written prior approval of RHS. RHS reserves the right, in its sole discretion, to cancel or reject the use of exhibit space if such space is used to display material of any nature that RHS determines is not in the best interest of the Event or not in compliance with the exhibit rules and regulations. Exhibitors may not solicit the names and contact information of Event registrants. If event registrants ask to provide this information to an exhibitor, the exhibitor may take the information. Exhibitors may only display of products and/or services sold in their regular course of business. Subject to proper written approval by RHS, the identification of an article from a non-exhibiting company or organization required for operation or demonstration in an exhibitor's display shall be limited to the usual and regular name plates, imprint, or trademark under which same is sold in the general course of business. No photography is allowed in the exhibit hall except with the express written permission of RHS.

SALES: Sale of merchandise and/or services will be allowed in the designated section of the exhibit floor if and only if, prior to opening of the show, RHS is provided a copy of exhibitor's Seller's Permit, or similar document(s), as required by the applicable governmental jurisdiction(s). A "sale" is defined as the exchange of a property, product, or service for an agreed sum of money by which cash, debit card, or credit card numbers are exchanged for purchase of the property, product or service.

ODOR PRODUCING ITEMS: Items that may be deemed offensive by RHS are prohibited. Such items may include, but are not limited to, scents, preparations, foods, paints, animals, and plants.

POWERED VEHICLES: Exhibitor assumes all responsibility for ensuring that vehicles comply with all laws, rules, ordinances, and regulations that govern their display and operation.

CROWD CONTROL: It is the responsibility of the exhibitor to monitor and maintain orderly lines and groups so as not to obstruct or interfere with nearby exhibits or create any safety an/or security risks.

DRAWINGS AND CONTESTS: Exhibitors are not allowed to conduct drawings and contests or to solicit names and contacts information of Event registrants. However, it is the exhibitor's sole responsibility to comply with all convention center regulations and local, state, and federal laws governing such activity. Food samples and/or beverages must be from the exhibitor's product line. All food and beverages, other than those from the exhibitor's product line, must be ordered through the exclusive caterer at the convention center. Exhibitor is responsible for and must comply with all applicable laws and regulations governing food, beverage and any other consumable product or service provided by the exhibitor.

4. OCCUPANCY OF SPACE:

It is the responsibility of the exhibitor to occupy and adequately staff the exhibit space throughout the official dates and times (subject to change) of the Event. **SHOP INSTALLATION AND REMOVAL:** All Shops must be completely installed, and all packing cases must be off the floor, unless prior permission is granted by RHS, by 8:00 AM on the last day of exhibit installation to allow for inspection of Shops. No work will be allowed after the Shops open until the close of the show each day.

5. INSPECTION OF EXHIBITS:

Shops must be available for inspection by RHS by 8:00 AM on the final day of exhibit installation. RHS may elect in its sole discretion to schedule Shop inspections in advance or after this date and time to accommodate the needs of RHS and exhibitors.

6. REJECTED EXHIBITORS:

If RHS determines a Shop to be inappropriate or otherwise unsuitable, such Shop must be altered, modified, or closed to conform to RHS's requirements. Any cost associated with alterations, modifications, or closure, and removal of display will be borne by the exhibitor. Such decisions shall be made in RHS's sole discretion.

7. SUBLEASING/SHARING SHOP SPACE:

Reassignment, subletting, and/ or sharing Shop space is strictly prohibited. No exhibitor shall assign, sublet, or share space allotted with any other company unless approval has been obtained in writing from RHS.

8. DEFAULT:

Any exhibitor failing to occupy booth space for which the exhibitor has contracted will be held liable for such space at the full rental price. In the event the exhibit space is not occupied by 8:00 am or scheduled time of inspection whichever occurs later on the final day of exhibit installation, RHS shall have the right to use such space as it sees fit.

9. CANCELLATIONS:

Exhibit space that has been assigned and confirmed in writing may be canceled, in total and/ or in part, by written notice to RHS without cost to the exhibitor if received at least 120 days prior to the Event date. Cancellations received less than 120 days but more than 90 days prior to the Event date will be assessed a liquidated damages/ cancellation fee equal to 50% of the value of the total exhibitor fees for the portion of the space canceled.

10. FLOOR PLAN:

The dimensions of the exhibit space, as shown on the floor plan, are believed to be accurate, but only warranted to be approximate.

11. SHOP REQUIREMENTS:

All Shops must be in full compliance with all fire department, show, and exhibit guidelines for the facility, city, county, and state of the Event, including all local, state, and federal laws.

FURNISHINGS: All floor space in the booth area must be carpeted at the exhibitor's expense. It is the responsibility of the exhibitor to furnish the booth area in accordance with the exhibit rules and regulations.

FIRE PREVENTION: All exhibits must be in full compliance with all fire prevention regulations.

STANDARD SHOP: All display.

HANGING SIGNS or FLASHING SIGNS and STROBE LIGHTS: Hanging signs are not permitted. In the absence of prior written permission from RHS, signs that flash and/or feature strobe lights will not be allowed on the exhibit hall floor.

SOUND DEVICES and NOISE: Public address systems, sound producing or amplifying devices that project sound beyond the exhibitor's space, or excessive operating noise that distracts neighboring exhibits, are expressly prohibited. RHS reserves the right to restrict Shops that, because of noise or any other reason, may distract from the general character of the Event.

LIGHTER-THAN-AIR BALLOONS: In the absence of prior written approval by RHS, lighter-than-air (e.g. helium, hot air, etc.) balloons are prohibited.

ANIMALS: No animals except those required for assisting persons with disabilities are allowed in the exhibit halls. Exhibitors must obtain prior written approval from RHS to use any animals for display or any other purpose in the exhibit hall.

12. RELOCATION AND SIZE OF SHOPS:

RHS reserves the right to change location of Shops as shown on the official exhibit floor plan. Likewise, RHS, in its sole discretion, may relocate Concessions and services, close or open entrances, and rec on figure the official exhibit floor plan. RHS reserves the right to limit exhibit space size.

13. DEFACEMENT OF BUILDING AND MATERIALS:

Exhibitors are liable for any damage caused by them to the official Event building, facility, or both equipment. Exhibitors may not use nails, screw, or fasteners of any kind, apply paint, lacquer, adhesive, or any other coating on building walls, columns, windows, doors, chairs, and/or floors.

14. EMPTY CRATES/STORAGE BOXES:

Exhibitors are not allowed to store empty crates and/or boxes in their Shop during the Event. Crate and box storage behind Shops or draped areas is prohibited. Empty crates will be stored by the general contractor and returned to exhibitors at the close of the Shops on the final day of the Event. "Empty" stickers identifying the exhibitor should be attached to each empty crate.

15. SECURITY RISK OR LOSS:

Exhibitor assumes all risk of loss or damage of any kind to its individual display, its contents personal belongings of its Shop staff, rental items, etc.

16. EXHIBITOR REGISTRATION AND ADMISSION POLICY:

Official exhibitor badges will be provided for Shop personnel staffing booths. Shop personnel shall be restricted to the employees and agents of the Shop. All other persons shall be required to register and wear an appropriate badge while in attendance. Exhibitors may enter the exhibit hall one (1) hour prior to opening time and remain one (1) hour after closing time on show days, or as determined by RHS. During other hours, the exhibit area will be available to personnel of exhibiting firms with the express permission of RHS. The persons to whom special permission is granted must remain in his/her Shop area for the purpose for which special permission to enter the exhibit hall was given. Exhibitor personnel shall not enter Shops of other organizations, during non-exhibit hours, without written permission from said exhibitor. Each exhibitor receives two (2) exhibitor badges. Additional badges must be purchased at the rate of \$25.00 each with a maximum of two (2) additional badges per exhibit space rented. Badges, which must be worn at all times, are non-transferable and may be cancelled if used inappropriately. Badges do not enable holder to gain admission into the 2009 Monumental Memories Event.

17. LABOR:

Exhibitors must comply with all applicable, local, state, and federal labor laws and applicable labor agreements.

18. EXHIBITOR-APPOINTED CONTRACTORS:

Exhibitor will not utilize contractors for the conduct of its activities without the prior written approval of RHS. Any such approval shall be granted in RHS's sole discretion.

19. LIABILITY AND INDEMNIFICATION:

The exhibitor agrees to indemnify and hold RHS, RHS Services, its officers, directors, members, and employees, and all individuals or organizations performing services for them in connection with the Event harmless from all claims, losses, damages, injuries, liabilities, judgments, or settlements including reasonable attorney's fees, costs, and other expenses, any or all of them incurred on account of actions, negligent or otherwise, of the exhibitor or its employees or agents. Exhibitor agrees to indemnify and hold harmless RHS, and its affiliated and related entities from all complaints, claims, causes of action, damages of any type or nature, including costs, expenses and attorney's fees, that arise out of, or are related to, any product or service offered by exhibitor at the Event. Exhibitor releases RHS from liability for any expensed incurred or other damage suffered by the exhibitor if the Event is canceled because of a strike, riot, act of God, terrorism, threats of terrorism, a local, state, or federal government declared state of emergency, or any other cause beyond RHS's control. Exhibitor warrants that it is fully authorized and licensed to use (a) the name and/or the pro traits or pictures of persons, living or dead, or things; (b) any trademarks, or copyrighted or otherwise private materials; (c) any testimonials contained in any exhibit prepared by or on behalf of exhibitor and that such exhibit is not libelous, an invasion of privacy, violation of any right of publicity, or otherwise unlawful as to any third party. Exhibiting at the event does not constitute an endorsement by RHS or any of its affiliated or related entities of any product or service offered by exhibitor. Exhibitor agrees to address all complaints, claims and causes of action, of any type or nature, with respect to any product or service offered by exhibitor at the Event, and that RHS, including its affiliated and related entities, has no duty, obligation or responsibility to address in any manner any complaint, claim, or action that is in any way related to any product or service offered by exhibitor at the Event.

20. NAME AND LOGO AND EVENT THEME AND DESIGN:

Exhibitor represents and warrants that it will not use the name of RHS in promotional or information material without the express written consent of RHS. The RHS name, log, Ruby Redhat, the "Monumental Memories Event" theme and design and other intellectual property are registered or common law marks of and/or copyrighted by RHS. Their use is strictly prohibited without the prior written consent of RHS

21. INSURANCE:

Exhibitor shall, at its own cost and expense, obtain and keep in full force and effect during the life of the exhibit such insurance coverage as it is customary to maintain for its employees, agents, and such exhibit programs, including without limitation liability coverage of no less than \$1,000,000 for each occurrence, with combined single limit bodily injury and property damage. RHS shall be named as an additional insured in such policies of insurance. Exhibitor's application and signature warrants that it has current insurance coverage of the amount and kind described above. Exhibitor must provide a certificate of insurance evidencing this coverage to RHS at time of application. The exhibitor shall provide 30 days written notice to RHS prior to cancellation of insurance coverage. Exhibitor acknowledges that RHS does not maintain insurance covering the exhibitor's property and this it is the sole responsibility of the exhibitor to obtain appropriate insurance, including business interruption and property damage insurance, covering such uses by the exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to, with, and in transit from the confines of the exhibit hall. Exhibitor assumes all risk of loss or damage of any kind related to property which it provides related to its exhibit.

22. SMOKING:

No smoking is permitted inside the convention center.

23. COMPLIANCE WITH LAWS AND EVENT RULES:

Exhibitor, at their own expense, shall observe and comply with all laws, statues, ordinances, rules, and regulations of the Government of the United States and the State of California applicable local jurisdictions, the convention center, and the Event rules and terms and conditions herein. Failure to comply with applicable laws and Event rules may result in RHS evicting the exhibitor and/or denying the exhibitor the opportunity to participate in future RHS-sponsored events.

24. AMENDMENTS AND INTERPRETATION OF TERMS AND CONDITIONS:

All of the above terms and conditions are hereby expressly made a part of and are to be construed as part of all space applications. RHS shall have full power in their interpretation and enforcement and the power to make amendments thereto RHS considers necessary of make final decisions on points they do not cover for the proper conduct of the Event.

25. GOVERNING LAW AND JURISDICTION:

The agreement constituted by exhibitor's accepted application and including these terms and conditions shall be governed by California law and any dispute is subject to jurisdiction in the courts of California, Orange County, unless otherwise agreed in writing by the parties.

26. GIFT BASKET SAMPLES

Vendors are requested to provide product samples in a gift basket (\$50 value please) for attendee opportunity drawings. Baskets will be collected on opening day and displayed in the Hat District.