



## HOLLYWOOD SHOW VENDOR CONTRACT

This agreement is valid for the show(s) listed per the items checked below. Payment in full or deposit no less than one-half the total fee must accompany this agreement. The balance of the total fee must be received at least one week before the show date. Post-dated checks are not permitted. Hollywood Show LLC reserves the right to make the final selection of approved vendors.

### Applying for the L.A Hollywood Show Date: February 3<sup>rd</sup> and 4<sup>th</sup>, 2023

Location: Los Angeles Marriott Burbank Airport 2500 N. Hollywood Way, Burbank, CA 91505

**(Please DO NOT ship or mail anything to this address. Use mailing address indicated below)**

#### Vendor Information:

Company Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
Billing Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Cell phone \_\_\_\_\_ Email \_\_\_\_\_

Please check below the space you are applying for.

#### **\*Minimum 2-night hotel stay 1/exhibitor/vendor, per room for discount**

List the discount rate only if you have a confirmed reservation at the Burbank Marriott hotel:

Under what name are you registered? \_\_\_\_\_ How Many Nights? \_\_\_\_\_

Vendor Tables	Reg. Rate	Hotel Discount Rate	Quantity	Amount	
"6 Table (Wall)	\$200	\$175	_____	_____	<b>Office Use Only:</b> Date Receive: _____ Amount Paid: _____ Check # _____ Balance: _____ Number of tables _____
"6 Table (Aisles)	\$175	\$150	_____	_____	
Electricity (Optional)	\$75		_____	_____	
Total			_____	_____	

#### Payment Information

Am Ex  MasterCard  Visa  Check  (made payable to The Hollywood Show) **\$25 charge for returned checks.**

Name of Cardholder \_\_\_\_\_ Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code \_\_\_\_\_

PayPal: [buyme@hollywoodshow.com](mailto:buyme@hollywoodshow.com)

#### Please Note:

You must describe below the type of merchandise you wish to display at The Hollywood Show. Any pornographic material, including but not limited to DVDs, magazines, photos, etc. must be concealed. There are minors attending the event and having material on public display is in violation of state and federal laws.

#### DESCRIPTION OF MERCHANDISE:

\_\_\_\_\_

**I have read both pages of the Application and agree to the terms and conditions. I hereby authorize The Hollywood Show to process the above requested order.**

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Please retain a copy for your records and send in this form with payment to:**

**Hollywood Show  
P.O. BOX 1141, Studio City, CA 91614  
Contact Number 323-469-0757**

#### ACCEPTANCE:

By submitting this APPLICATION & AGREEMENT, the applicant requests exhibition space in the HOLLYWOOD SHOW LLC (HS), subject to the terms and conditions set forth in this Application and Agreement. Upon acceptance by HS, HS agrees to allow Exhibitors to use booth space at the above-referenced show. This Agreement shall not constitute a rental of space but shall constitute only a revocable license to use booth space on the terms and conditions as set forth in this Agreement. Exhibitors hereby warrant that the information contained in the Application is true and correct.

### SET UP AND DISPLAY HOURS:

EXHIBITOR SET UP:	FRIDAY	11 AM until 3 PM
	SATURDAY	8 AM until 9 AM
DISPLAY HOURS:	FRIDAY	3 PM until 8 PM
	SATURDAY	9 AM until 6 PM
REMOVAL	SATURDAY	6 PM until 8 PM

\*Failure to remove merchandise in a timely manner may subject the Exhibitor to an additional fee and/or Exhibitor will not be invited back to future shows.

### TERMS AND CONDITIONS

- REGISTRATION, SET UP AND REMOVAL:** No one will be allowed into the show premises until they have checked in and been issued their exhibitor badge. **EXHIBITORS ARE ALLOWED 1 HELPER. Any extra staff badge can be purchased for \$20.** Badges must be worn by both Exhibitor and helper during the show. Exhibitor agrees to set up and remove his display from the exhibition Hall within the dates and times specified in this Agreement. Exhibitor agrees to have his exhibit space open and ready for the transaction of business on the hour the show is open to the general public. Failure of Exhibitor to set up during specified move-in times may at HS's sole discretion result in a forfeiture of Exhibitors exhibit space. All monies paid will be retained as liquidated damages. Exhibitor agrees to keep his/her exhibit space in continuous operation at all times during the show display hours specified herein. Exhibitor agrees that he will not begin to dismantle his exhibit until the show is officially closed on the closing date. Exhibitor will remove all debris, trash, tape, etc. from his/her exhibit space. **Scotch tape or masking tape are the only acceptable materials to be used to mount merchandise to the walls. Violators will not be invited back for future shows.**
- DISPLAYS:** No merchandise, partitions, apparatus, shelving, etc. may block aisles or exhibitor access to exhibit spaces. All aisles, both in front and behind exhibit tables must be kept clear of debris and obstructions. All exhibits must remain within the confines of Exhibitor's designated space. No chairs or merchandise are to be in the aisles. No merchandise, partitions, apparatus, shelving, etc. may extend more than (6) feet above the exhibition hall floor in any part of the exhibition space, unless the exhibition space is a wall space or the Exhibitor has HS approval. No Exhibitor will be permitted to display merchandise which obstructs the view, occasion's injury or infringes on the displays of the Exhibitors.
- SUBLETTING:** The space contracted for is to be used solely by the Exhibitors whose name appears on the Application and Agreement, and no portion can be sublet, shared, or assigned without receiving written permission for HS. The Exhibitor executing this Agreement is responsible for any and all activities in the assigned space including the actions of Exhibitors staff, helpers, and others in the space. Any Exhibitor not abiding by this provision shall forfeit the space, all prepaid rentals and upon demand, pay any rent balances owing HS.
- RESTRICTIONS:** HS reserves the right to restrict or remove exhibits or merchandise which in the sole discretion of HS is unsuitable, of inferior quality, of questionable authenticity, or anything of a character which might reflect badly upon HS. **It is strictly forbidden to display or sell pornographic material, "pirated" films, or videotapes, CDs, or DVDs at the show.** Exhibitors agree to plainly mark the price of all items for sale. Exhibitors agree to plainly mark as such any damaged or reproduction items. Exhibitor agrees to guarantee all items sold and will willingly refund the purchase price of any merchandise, if there is any doubt that it is not as represented. Exhibitor shall not make any agreements or contract in the name of the HS in sales to Exhibitor's customers. HS assumes no responsibility as to authenticity of any merchandise offered for sales by Exhibitor.
- SAFETY:** All exhibits must comply with all regulations imposed by the building management, City and State officials and Fire Marshall's instructions. All equipment used by Exhibitor's including but not limited to table covers, draperies, and curtains must be of flameproof material, and conform to fire and safety codes. **There is no smoking** in any exhibit space or hall. Pets of any kind (with the exception of licensed service dogs) are not allowed on the premises.
- LICENSES & TAXES:** All City, County, State or Federal licenses, inspections or permits required by law of any Exhibitor, shall be obtained by Exhibitor at his own expensed prior to the opening of the show. **The State of California requires all persons offering merchandise for sale within the State of possess a valid sales tax permit and to collect the applicable California sales tax.** Exhibitor shall have sole responsibility for the payment of all taxes and government charges.
- LIABILITY & INDEMNIFICATION:** Exhibitor shall indemnify and hold harmless HS and the Burbank Marriott ("facility") from and against all claims, damages, losses, lawsuits, injuries, costs, liabilities, and expenses including attorney's fees arising out of or resulting from the activities of the Exhibitor, or the officers, exhibit space. Neither HS nor the Facility shall be responsible for loss or damages occurring to the exhibit, Exhibitor's personal property and merchandise or sustained by the Exhibitor from any cause. Exhibitor is entirely responsible for the exhibit space and shall not injure, mark, or deface the premises in any way, and further agrees to reimburse HS and/or the Facility for any loss or damages occurring to the premises. Should any litigation be commenced between the parties to this Agreement concerning any provision of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to its reasonable attorney fees.
- CANCELLATION:** If this Agreement is canceled by Exhibitor or by HS because of Exhibitor's default or violation of this Agreement, monies paid to HS by Exhibitor shall be retained as follows: If cancellation occurs two weeks or less before the start of the show, HS shall retain all monies on deposit. The exhibitor fee shall be liquidated damages for the direct and indirect costs incurred by HS for organizing, advertising, setting up and providing space for Exhibitor, losses and additional expenses caused by Exhibitor's withdrawal including reselling the space. All cancellations must be in writing. In the event that Exhibitor's Application is not accepted by HS, Exhibitor's fee shall be returned by HS. If Exhibitor's cancellation occurs at least two weeks before the start of the show, at HS sole discretion, Exhibitor's monies will be either credited to Exhibitor's next booking or a refund less costs will be made. HS shall not be liable for any damages or expense incurred by Exhibitors in the event the Show is delayed, interrupted, or not held as scheduled.
- HS RESERVES THE RIGHT TO:** HS retains the right to restrict, exclude or evict Exhibitors or exhibits which, because of their method of operation, noise or other features become objectionable or which, in the opinion of HS may detract from the general character of the event as a whole. This includes persons, things, printed matter or anything else HS judges to be objectionable. **HS reserves the right to prohibit Exhibitors and their representatives from passing out literature.** If the above-mentioned action becomes necessary, the HS may retain the exhibitor's fee paid as liquidated damages for breach of this Agreement. HS reserves the right to add to or amend the Terms and Conditions of this agreement.
- SECURITY:** Each Exhibitor is responsible for the security of his exhibit. Tables should not be left unattended during Display hours. **Once Display Hours commence, no one may use fire exit doors for entrance or entrance or exit unless there is an emergency.** To use these doors during Display Hours is a breach of security and will be grounds for forfeiture of Exhibit Space and/or non-acceptance of future applications for space.
- COMPLETE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties hereto. This Agreement shall be binding upon and shall inure to the heirs, personal representatives, and successors in interest of the parties hereto. In the event any one part of this Agreement shall be deemed illegal or unenforceable by a Court of Law, then the remainder shall remain in full force and effect. This Agreement shall be governed by the laws of the State of California. The venue for resolution of disputes here under shall be in Los Angeles, California.
- IMPORTANT NOTE:** As a vendor at this collectibles trade show, you are a professional representative of this hobby. Thus, you will be required to follow the laws of this state, including laws regarding the sale and display of collectibles, as defined in Section 1739.7 of the Civil Code, forged and counterfeit collectibles and autographs, and mint and limited-edition collectibles. Vendor must only use/sell any & all products/materials that vendor has all rights to. Any and all copyright infringement that occurs due to vendors negligence will be solely the responsibility of the vendor and not the HS. If you do not obey the laws, you may be evicted from this trade show, be reported to law enforcement, and be held liable for a civil penalty of 10 times the amount of damages.