

# 7<sup>th</sup> Annual Private Preschool – High School Fair 2017

## Exhibitor Terms & Conditions

### Terms

Exhibit spaces will be released if final payment and Agreement is not received by Friday, December 23, 2016.

### Exhibit space, Cost and Expenses.

All exhibits will be located in the University of California Irvine – 4113 Pereira Dr., Pacific Ballroom, Irvine, CA 92697. Booths will be assigned based upon the optimum operational needs for the event. All costs and expenses incurred by Exhibitor relating to the event in any manner, including but not limited to travel, hotel accommodations, and costs associated with the exhibit, are the sole responsibility of Exhibitor.

### Assignment of Space by OCPSA

OCPSA Fair Committee will acknowledge receipt of each space request and assignment of space will be made at a later date. OCPSA Fair Committee reserves the absolute right to assign all booths and spaces so as to best meet the needs of all exhibitors. Spaces will be organized after the registration due date, based upon the operational needs of the event.

### Assignment and Use by Others

No exhibitor may assign his or her booth or its agreement for exhibit space or permit any other person to use any part of such space without prior approval by OCPSA Fair Committee and Board.

### Installation and Dismantling of Exhibits

Each booth is provided with one un-skirted 6' table and two chairs. Set-up begins on Sunday, January 29, 2017 at 11:00am. Please have set-up completed no later than 12:45pm. Dismantling may not commence before 4:00pm on January 29, 2017, and all materials must be completely repacked and removed by 5:00pm.

### Exhibitor Rules and Restrictions

- Cash or over-the-counter sales are not permitted. OCPSA Fair Committee and Board reserves the right to remove, relocate or eliminate any objectionable exhibits, persons, advertisements, or any feature, which detracts from the objective of the *OCPSA Private School Fair*.
- Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the UC Irvine.
- Maximum 5 representatives are suggested to occupy a booth at any given time - including: Exhibitor representatives, mascots, student ambassadors, etc.
- Relocating, moving or repositioning booths is prohibited as per Fire Marshall regulations required of the venue. Booth spaces must stay as originally set up by the Fair Committee.
- All food and drinks associated with the event must be provided, prepared, and served by the venue. Giving out any food or drink of any kind to attendees is strictly prohibited.

### Vendor Rules and Restrictions:

- For vendors that have registered for a booth, all booth/staff rules and restrictions apply.
- Vendors are asked only to contact school representatives when they are not busy with prospective parents and students. Vendors may utilize the one-hour before the fair begins as well as the time after the fair to approach school representatives.

**No Warranties**

Exhibitor acknowledges that OCPSA Fair Committee and Board make no warranties as to the number of attendees at the Event, or the amount of sales orders of any product offered by Exhibitor Presenter at the Event, if any.

**Liability**

Each exhibitor must make provisions for the safeguarding of his or her goods from the time they are placed in the booth until the exhibitor removes them. OCPSA and the UC Irvine will not be responsible for, or guarantee to exhibitor, the safety of exhibit material against fire, accident, theft, or any loss or injury whatsoever.

It is agreed that exhibitor shall assume all liability for damage to exposition facility caused by his or her exhibit, and shall indemnify association from and against any liability that might ensue by reason of his or her exhibit or presence at the *OCPSA Private School Fair*.

Neither OCPSA nor the representatives of the association will be responsible for any injury to any exhibitor, his/her employees, agents or property, or for loss by fire, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever. Exhibitor shall, and does by means of this contract covenant and agree to indemnify and save harmless OCPSA and its representatives of any and all liability that may arise out of bodily injuries or property damage resulting from the use of the premises by the exhibitor, as well as any and all equipment, devices of every kind, make and description.

**Failure to Hold OCPSA Private School Fair**

If OCPSA fails to hold the *OCPSA Private School Fair* as provided in this agreement, or to furnish to exhibitor the space described in this agreement, only the paid fees for the Fair booths and badges will be refunded. No refunds shall be made to exhibitors for any time, expense, damage or loss suffered by exhibitor on account of such failure to hold the *OCPSA Private School Fair*.

**Registration and Payment**

Registration deadline date is December 15, 2016. Checks payable to the OCPSA must be received must be received no later than December 23, 2016. To receive the early registration fee of \$700, you must register online by November 13, 2016. Registrations received after November 13, 2016 will be charged \$775.

**Refund/Cancellation Policy**

All cancellations MUST be in writing and received before January 2, 2017. If cancellation is received by this date, a full refund will be returned provided a replacement exhibitor signs a contract and payment is received.

**Proof of Insurance**

All Exhibitors must provide OCPSA proof of insurance, a Hold Harmless/Named Additional Insured certificate. Please see the attached sample certificate and ask your insurance agent for something similar to this, [naming OCPSA as the Additional Insured with a Hold Harmless clause using the address 2973 Harbor Blvd., #295, Costa Mesa, CA 92626](#). Proof of insurance needs to be provided to OCPSA no later than Friday, December 23, 2016.

**General Provisions**

This Agreement shall be governed by the laws of the state of California. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary expenses. All amendments to the Agreement must be in writing signed by both parties. No waiver of any breach of the Agreement shall constitute a waiver of a subsequent breach, nor shall such waiver constitute a continuing wavier, and no waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto, and shall be binding on and inure to the benefit of their successors and assigns. If any provision of this Agreement or any portion of any provision, is held invalid or unenforceable by an agency of Court of competent jurisdiction, the remaining provisions shall nevertheless remain valid. The parties waive any statutory or common-law rule of construction that ambiguities should be construed against the drafter of this Agreement.

Whenever in the Agreement the context so requires, the neuter gender shall be deemed to refer to and to include the masculine and the feminine, and the singular to refer to and include the plural, and vice versa. The titles of the various articles of this Agreement are used for convenience of reference only and are not intended to and shall not in any way enlarge or diminish the obligations of the parties or affect the meaning or reconstruction of this Agreement. Management and Presenter hereby consent to the jurisdiction of the Superior Court of the State of California and the United States District Court for California for all purposes in connection with this Agreement. All notices provided for by this Agreement shall be made in writing and shall be deemed delivered when delivered personally, or deposited in the United States mail, first class and registered or certified, postage prepaid, and addressed to the business address for CEC set forth on this Agreement. Any signature transmitted via facsimile is deemed an original signature.

**Exhibitor hereby agrees to observe and abide by the Terms, Conditions and Rules set forth herein and attached hereto, and by such additional Terms, Conditions and Rules made by OCPSA on notice to Exhibitor from time to time for the efficient or safe operation of the Event.**

**Exhibitor:**

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**Title:**

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**Signature and Date:**

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**Telephone:**

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