



# Exhibitor or Sponsor Sponsorship Agreement to Exhibit / Insertion Order (Rev 051813)

**Event:** 2013 San Diego Entrepreneur Day™ Festival “SDEDAY”  
**Event Date:** Saturday, September 28, 2012, 11:00A.M. - 4:00P.M.  
**Event Location:** J Street between 7<sup>th</sup> & 10<sup>th</sup> Ave, San Diego, 92101  
**Event Producers:** Robin Hood Ventures Group (“RHVG”), DBA Entrepreneur Events

Contact Person: \_\_\_\_\_ Referred By: \_\_\_\_\_

Exhibitor / Sponsor Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Business Address: \_\_\_\_\_

Website: \_\_\_\_\_

I hereby warrant and confirm that the above information is, to the best of my knowledge true and correct and further certify that I have read all of the information provided in this application. *I Agree - my online purchase/ order or signature above represents your understanding and agreement to all terms and conditions stated in this application.*

Signature \_\_\_\_\_

Name

Title \_\_\_\_\_

Date \_\_\_\_\_

*You Agree - Your online purchase/ order or signature above represents your understanding and agreement to all terms and conditions stated in this application.*

## TERMS AND CONDITIONS FOR ALL SPONSORS AND EXHIBITORS

- 1) Conditioned upon the City of San Diego placing the exhibit space at the disposal of the Producer, the Producer shall assign to the Exhibitor for the period of the Event the exhibit space contracted for herein or such other exhibit space that the Producer in its discretion deems comparable. Such assignment is made for the period of this Event only and does not imply that same or similar space will be held or offered for future events. Nothing contained herein shall entitle Exhibitor to participate in any Event managed by the Producer or its affiliates other than the Event above.
- 2) Exhibitor agrees that all exhibit fees and all costs related to advertising in any publication or media, including but not limited to, official web site, collateral materials, video must be paid to the Producer prior to move-in of Exhibitor’s display into the Event area. At all times, at its sole and exclusive discretion, the Producer may reassign the exhibit space assigned to another exhibitor and assign alternative space to Exhibitor.
- 3) Exhibitor remains liable for payment of all fees set forth in this agreement.
- 4) The Producer makes no representations or warranties regarding the number of persons who will attend the Event, such number being impossible to predict accurately at this time. The Producer reserves the right to change the name of the Event, the venue of the Event, Event date and official Event Suppliers, as well as sponsorship or exhibitor offerings.
- 5) The Producer reserves the right to circulate any advertising to Event registrants within 30 days after the Event date(s) and such circulation shall represent an appearance of such advertising and no refund shall be due Exhibitor. Exhibitor understands and agrees that the Producer does not guarantee any specific circulation for any advertising purchased outside of circulation to all Event registrants.
- 6) The Producer shall supply all exhibitors with rules and regulations covering the Event and the Event’s venue. Exhibitor agrees that these rules and regulations are an integral part of this agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by

Entrepreneur Events

the Producer for the efficient, safe operation or success of the Event as soon as these additional regulations are communicated to Exhibitor. Some are listed in this document.

- 7) This Agreement may be cancelled by the Producer if the Producer becomes aware of any false or misleading information on applications or any documentation provided or verbally stated, or disreputable business practice or unethical dealing with the Exhibitor, as determined by the Producer, or if the Exhibitor's presence at the Event would or may in any way do damage to the business or reputation of the Event, the Producer, City of San Diego, or other exhibitors. There are no refunds.
- 8) Exhibitors shall display only merchandise listed in their business description. Any substantial change in the type or character of Exhibitor's product lines requires the Producer's prior written approval. No sales exclusivity on type of merchandise is extended to any exhibitor unless specifically negotiated with the Producer and such exclusivity is noted on the first page of this agreement.
- 9) Booth location to be determined by SDEC, RHVG, SEP, and SD Entrepreneur Day Staff. Assigned space is not contingent on location of Event entrances and exits, other exhibitor or attractions. It is agreed that assigned space is final and may not be changed once the Event is open, except at the request of the Producer.
- 10) All designs for displays (other than provided by the Producer) must be submitted to the Producer for approval prior to installation or set up.
- 11) Exhibitor shall not make any promotional efforts, nor supply any transportation or lure, that has the effect of drawing attendees away from the Event. Exhibitor may not promote in any way other trade show without the written consent of the Producer. All business and other activity, for which the vendors have rented space, must be conducted within the designated booth space only. Exhibitors shall not distribute, canvass flyers, nor is any vending allowed of any kind may be done by strolling through the Event's venue or grounds.
- 12) The Exhibitor agrees that the Producer, or its affiliates may take photographs of the Exhibitor's space, exhibit and exhibit personnel during, before or after the open hours of the Event, for any promotional use by the Producer.
- 13) Exhibitor shall not use any music from any source that requires permission from the copyright owner unless they have, in advance, obtained written permission to perform such music, as required, and provided the Producer with a copy of the fully-executed agreement. Exhibitor agrees to indemnify the Producer for all claims resulting from failure to comply with these requirements.
- 14) Exhibitor fees paid, and accepted by the Producer are non-refundable under any circumstances. In the event that becomes of war, fire, rain, strike, governmental order, public catastrophe, act of God, or the public enemy or other cause beyond the control of the Producer, the Event or any part thereof is prevented from being held, is canceled by the Producer or the exhibit space assigned hereunder becomes unavailable, the refund of the exhibit and/or sponsorship fees to the Exhibitor shall be at the sole discretion of the Producer reserves the right to re-schedule the event at no additional cost to the Exhibitor.
- 15) Exhibitor agrees that neither the Producer, its affiliates, SEP, and the City of San Diego, or the owners of the Event venue(s) nor any of their officers, agents, employees or other representatives shall be held accountable or liable for, and the same are hereby released from accountability and liability for any damage, loss, harm, or injury to the person or property of the Exhibitor or the Exhibitor's officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. Exhibitor also agrees that the Producer and SEP, and the City of San Diego will not obtain any insurance against such damage, loss, harm or injury to any person or property of the Exhibitor or any of Exhibitor's officers, agents, employees or other representatives and that the procuring of insurance against those risks is solely the responsibility of the Exhibitor.
- 16) Exhibitor agrees to indemnify, defend, protect, hold and save harmless the Producer, SEP, City of San Diego and management against and from any and all claims, demands, suits, liability, damages, loss, cost of attorney's fees and expenses of whatever kind or nature including, but not limited to subrogation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to act on Exhibitor's part or on the party of any of Exhibitor's officers, agents, employees or other representatives, including but not limited to, claims of damage or loss to the City of San Diego's property or from or out of any damage, loss, harm or injury to the person or any property the Exhibitor or any of the Exhibitor's officers, agents, employees or representatives and further

including, but not limited to, claims of damage or loss to any third party resulting from an infringement of any copyright, patent or trademark.

- 17) Exhibitors will be responsible for all of his / her own merchandise or equipment. SEP, SDEC, RHVG, and City of San Diego will not be liable for any lost, stolen or misplaced merchandise or equipment at the event.
- 18) Exhibitor shall abide by and observe all, if any, applicable federal, state and local laws, ordinances, rules and regulations, all rules with the City of San Diego and other venues' rules at Exhibitor's cost. Contact these agencies, directly, for details.
- 19) Exhibitors shall not sell, transfer, assign or sublet to a third party their rights hereunder to their exhibit space or any portion thereof, unless written permission is given by the Producer.
- 20) Exhibitors must provide their own booths, signage, power extension cords, tables, and table coverings, unless otherwise specified. If you use space outside of your contracted booth you will be charged unless discussed with Producer's Staff.
- 21) If serving food, Exhibitor must comply with County of San Diego Department of Environmental Health. Temporary Facility Sponsor Permit & proof of Insurance naming SEP, SDEC, RHVG, and The City of San Diego must be submitted to Spangler Event Productions before August 22, 2013.
- 22) Exhibitors must post prices in a legible manner and in a visible space within their booth.
- 23) The sale of alcoholic beverages of any kind is strictly prohibited. Consumption of alcoholic beverages by vendors, volunteers or employees of vendors at their booth is prohibited.
- 24) Exhibitors must provide trash receptacles for waste generated by their booth. Improper trash disposal is grounds for exclusion from participation at future events. Producer will provide trash and recycling dumpsters for use.
- 25) Exhibitors are required to obtain and display all necessary permits and / or licenses. SEP, SDEC, RHVG, and City of San Diego are not liable and will not refund any fees or deposits. The application, fees & guidelines can be found here: [http://www.co.san-diego.ca.us/deh/food/pdf/publications\\_specevent\\_sponsor.pdf](http://www.co.san-diego.ca.us/deh/food/pdf/publications_specevent_sponsor.pdf)
- 26) **LOAD IN AND SETUP:** Load in time begins at 6:00 A.M. Vendors & Sponsors must be completely set up by 10:30 A.M. for the Fire Marshall walk through. The event starts at 11:00 A.M. Load-in & out details will be sent to you within (1-2) week(s) of the event date.
- 27) **OPERATING TIME AND TAKE DOWN:** Exhibitors are required to be open from 11:00 A.M. to 4:00 P.M. CLOSING BEFORE THE END OF EVENT OR STAYING OPEN AFTER EVENT IS STRICTLY PROHIBITED AND IS GROUNDS FOR EXCLUSION FROM PARTICIPATION AT FUTURE EVENTS. Exhibit Take down is after 4:00 P.M.
- 28) The following Hold Harmless Agreement is an essential part of this participation form. The undersigned hereby agrees to hold harmless and indemnify the RHVG and the City of San Diego from any costs, losses, damages, injuries, litigation and liability arising out of or related to the activities and use of public or private property by the undersigned, and the agents and employees of the undersigned, at the above described event.
- 29) The Producer has the right to transfer or reassign this agreement to its successor or affiliate company. Payments are non-refundable.
- 30) Producer reserves the right to not accept an exhibitor/insertion order application or has the right to refuse service to a prospective exhibitor, sponsor, participant, volunteer, and/or advertiser.

*If you have further questions please email Ray Hivoral at [RayHivoral@sdentrepreneurday.com](mailto:RayHivoral@sdentrepreneurday.com) (619) 602-8988 or Mike Spangler at [Events@SDEntrepreneurDay.com](mailto:Events@SDEntrepreneurDay.com) (858) 401-0849*

If paying by credit card or PayPal, @ 3.5% MAY be added to your total amount.

Please accept this agreement as your initial copy of your INVOICE. Complete this Sponsor/Exhibitor Agreement and email back to [events@SDEntrepreneurDay.com](mailto:events@SDEntrepreneurDay.com). Checks are payable to "**Entrepreneur Events**" and mail to **P.O. BOX #9326**, San Diego, CA 92109 Attn: Ray Hivoral