

**Clark Public Utilities
Home & Garden Idea Fair**

TERMS AND CONDITIONS

EVENT HOURS – Saturday, April 27, 2024 from 9 a.m. to 6 p.m., and Sunday, April 28, 2024 from 10 a.m. to 5 p.m.

CONTRACTED SPACE – The contracted space is to be used solely by the Exhibitor whose name appears on the Contract and no portion can be sublet or assigned. The Exhibitor shall forfeit his right to the space, all prepaid space costs, and pay any balance owing to Event Management if space is sublet or the space is not occupied and complete by 8:00 p.m., the day before the opening day of the event. If Exhibitor forfeits the space, Event Management may re-lease the space without liability to Exhibitor.

DISPLAY REMOVAL – No exhibits, part of an exhibit or merchandise may be removed from the building until 5:30 p.m. on the closing day of the show. Exhibitors who remove their exhibits, parts of their exhibit, or merchandise before 5:30 p.m. on the closing day [Sunday, April 28, 2024] may not be permitted to participate as a vendor in the future. All exhibit materials must be removed from the Clark County Event Center on the following day [Monday, April 29, 2024] by 4:00 p.m. Clark Public Utilities and FSMG/Clark County Event Center will not keep items, booth decorations, structures, or vehicles left on the premises. The Exhibitor will be liable for any costs and measures required to remove, relocate, or dispose of items left behind.

DISPLAYS – Exhibit displays must be no more than four (4') feet tall within the front five (5') feet of your booth (the half closest to the aisle), to ensure all exhibits have equal visibility from the aisle way. The back five-foot area of the booth may extend to eight (8) feet unless authorized by Event Management. No signs, partitions, apparatus, shelving, etc., may extend more than ten (10) feet above the floor along the rear of an exhibit.

PREMISES LIABILITY – The Exhibitor is entirely responsible for the space occupied and shall not injure, mar or deface the premises. The Exhibitor shall not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the building. Furthermore, Exhibitor shall not affix to the walls or windows of the building any advertisements, signs, etc., or use adhesive type material on painted surfaces. All landscaped areas must have a protective material under them to safeguard the floor. The Exhibitor agrees to reimburse the Event Management and/or the FSMG/Clark County Event Center for any loss of damage occurring to the premises or equipment.

AISSLES – The aisles, passageways and overhead spaces are to remain under the control of Event Management, and no signs, materials, products, decorations, banners, or advertising matter of exhibits; will be permitted in those areas except by permission from Event Management. All exhibits and personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products obstructing the view, cause injury or disadvantageously affect the display of other Exhibitors.

REASSIGNMENT – Event Management shall have the right to move an Exhibitor to another location in order to conform to all City, State and Federal laws and regulations and the general display requirements and guidelines of Event Management.

PARTICIPANTS – This agreement does not reserve for, nor guarantee to, the Exhibitor any space, a specific area or space priority, right of first refusal or any other manner or participation in any future event.

ANIMALS – Pets/animals are not permitted at the Event or Event Premises and must be immediately removed. Authorized services animals are permitted. Any animal that exhibits aggressive or threatening behaviors must be immediately removed from the premises.

ALCOHOLIC BEVERAGES – Exhibitors and their employees, agents and guests shall not consume any alcoholic beverages on the event premises. Event Management, in its discretion, may remove Exhibitor and the exhibit from the event without refund for violation of this restriction.

RESTRICTIONS – Event Management reserves the right to require removal of all items of merchandise or prohibit the offering of any services not described in this agreement, and to restrict or remove exhibits that have been falsely entered, violate this agreement or are deemed by Event Management, in its sole discretion as unsuitable or objectionable. Exhibits deemed unsuitable or objectionable must be removed immediately. Unsuitable and objectionable exhibits include, but are not limited to, flashing lights, noise, amplification systems, music, bubbles, smoke machines, public address systems, uncooperative persons, animals, birds, conduct, printed matter, odors, food or anything found to be objectionable to Event Management, the FSMG/Clark County Event Center or the general public. The exhibits removed under this paragraph shall not receive a refund. No inflated balloon may be handed out or sold.

COMPLIANCE -- Exhibitors must comply with all City, State and Federal laws, ordinances, regulations and Fire Marshal instructions. Any and all City, State or Federal licenses, inspections or permits required by law of any Exhibitor in the installation or operation of the display shall be obtained by the Exhibitor prior to the opening of the event. Exhibitors must have in their possession at the event any licenses or permits required by the City or the State.

CONDUCT -- Exhibitors and their employees, agents, and guests who engage in behavior or use language deemed volatile, threatening, aggressive, inappropriate, uncooperative, or otherwise unsafe by Event Management shall be immediately removed from the Event. Exhibitors removed under this paragraph shall not receive a refund.

INSTALLATIONS – Any special exhibit needs above and beyond those listed in this contract as part of the standard booth space rental, including carpentry, wiring, electrical or other work, steam, water or drainage connections shall be installed at Exhibitor's expense, and in accordance with the direction and requirements of the FSMG/Clark County Exhibition Center and/or Event Management.

ELECTRICITY – Each indoor booth space is furnished with one 600 watt/5amp outlet. Any additional electrical requirements will be at the exhibitor's expense and coordinated through the Event's Electrical Contractor.

CANCELLATION OF CONTRACT – If this agreement is cancelled by Exhibitor for any reason, or by Event Management because of Exhibitor's default or violation of the agreement, monies paid to Event Management by Exhibitor shall be retained as follows: If cancellation occurs 60 days or more before the start of the event, Event Management shall retain the \$100 deposit per booth space and return the balance to Exhibitor. If cancellation occurs within 60 days of the event, the entire amount paid to date by Exhibitor shall be retained by Event Management. ANY CANCELLATION MUST BE IN WRITING.

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INDEMNIFICATION AND RELEASE – Exhibitor shall protect, defend, indemnify and hold harmless Clark Public Utilities and FSMG/Clark County Event Center, their officers, event agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Exhibitor's exhibit and the activities of the Exhibitor and the officers, contractors, licensees, agents, employees, guests, invitees or visitors of Exhibitor, including but not limited to claims, damages, losses and expenses arising out of or resulting from performance of live or recorded music or other copyrighted works with the exhibit and arising out of or resulting from disputes between exhibitors regarding violations of unfair trade practice laws or patent or copyright laws, except to the extent caused by the sole negligence of Clark Public Utilities or FSMG/Clark County Event Center. Furthermore, Exhibitor acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the event, and that such exposure or infection may result in personal injury, illness, permanent disability and death. Exhibitor understands that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions, or negligence of others who may attend the event or others with whom they may have contact. Accordingly, Exhibitor understand and agrees to release Clark Public Utilities and FSMG/Clark County Event Center from any and all claims for COVID-19 exposure based on the actions, omissions, or negligence of Clark Public Utilities or FSMG/Clark County Event Center, its employees, agents, and/or representatives, whether a COVID-19 infection occurs before, during, or after participation in the event. In case the exhibit facility shall be destroyed by fire or by any other cause, or in case other circumstances shall make it impossible or inadvisable for Clark Public Utilities or FSMG/Clark County Event Center to permit the contracted space to be occupied by the Exhibitor, then this license shall terminate and the Exhibitor shall waive any claim for damages or compensation, except for the pro rata return of the amount paid for space rental.

INSURANCE – Exhibitor shall secure and maintain liability insurance, naming Clark Public Utilities and FSMG/Clark County Event Center their officers, agents and employees as additional insured, as will protect them from claims which may arise out of or result from the activities of the Exhibitor. A certificate of insurance is to be furnished to Event Management. Neither Clark Public Utilities nor FSMG/Clark County Event Center shall be responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause. Such additional insurance, if desired, must be obtained by the Exhibitor.

CONSENT TO USE OF EXHIBITOR'S LIKENESS – Exhibitor hereby consents to Event Management's royalty-free use of visual and audio reproduction of Exhibitor and its employees and exhibit(s) including and without limitation of recordings, photographs, video tapes, films and other images or likenesses for the purpose of Event Management's advertisement and promotion of this and future events.

DISPUTES BETWEEN EXHIBITORS – Event Management shall have no responsibility for settling any dispute between Exhibitors, and Exhibitors expressly release Event Management from any liability for any disputes between Exhibitors, including, but not limited to, violations of unfair trade practice laws, patent or copyright laws by any Exhibitor.