



# Participation Agreement

1. Evans Consulting Group (ECG) shall have sole control over the production, organization, direction, coordination and staging of said show/event. ECG reserves the exclusive rights and control over which exhibitors are permitted to be in the show and each exhibitor's location, and further reserves the right to cancel the within Agreement provided notice of the cancellation is given no later than 15 days before the scheduled show/event. In the event that ECG cancels the within agreement and proper notice is given to exhibitor, ECG's liability will be limited to a return of any monies advanced by exhibitor.
2. Exhibitor hereby rents the designated booth(s) for the above mentioned shows for the sole purpose of displaying, exhibiting, and promoting its merchandise, products or services during scheduled show hours of said day(s). Exhibitor will remove all merchandise, products and other displays no later than 8:00 p.m. on final day of exhibit. ECG reserves the exclusive rights to reassign booth positioning.
3. Exhibitor agrees to pay a \$23.00 late-payment penalty if any payment is not in the ECG office by the scheduled due date(s). In addition, a \$35.00 fee will be charged for any items returned as unpaid by a bank. Where total payment and late-payment fees are not completed by 30 days prior to show/event ECG reserves the right to retain all monies paid and lease the space to another exhibitor. In the event the Exhibitor cancels the written agreement at any time, no refunds will be made of any monies paid unless ECG can rent a booth space to a comparable vendor at the rental rate.
4. Exhibitor will not assign its rights hereunder to any other individual, corporation or other business entity.
5. ELECTRICAL POWER IS NOT INCLUDED IN THE BOOTH RENTAL.
6. Exhibitor hereby agrees to defend, indemnify and hold ECG harmless against any claims, losses, damages, expenses (including reasonable attorney fees) and judgments or actions arising from any breach of other obligation arising out of this agreement or of any authorized use of the space rented by the exhibitor. Exhibitor agrees to erect all booth displays within guidelines set forth by local fire ordinances.
7. ECG will not be responsible for the safety of any exhibit or property of any exhibitor for the loss or damage of, or destruction to same, by theft, fire or any other cause. Exhibitor will carry personal, business and product liability insurance and will list ECG as coinsured on such policy. Exhibitor accepts responsibility for any sales tax for sales generated from or at the show.
8. Exhibitor understands and agrees that ECG has the right to rent space to competitive companies. Exhibitor understands that ECG makes no guarantee regarding quantity or quality of show attendees.
9. If ECG is prevented from putting on the show as herein provided by reason of any act of God, strike, labor dispute, fire, flood, delay in transportation, public disaster or any other cause or reason either within or beyond the control of ECG, such condition shall be deemed a valid excuse for delay in the performance of such obligations at the specified time and place. ECG shall have the right to reschedule for another date and/or location chosen by ECG.
10. This agreement shall not in any sense be deemed to be or construed to create a partnership or joint venture between the parties thereto and neither party shall have any right or authority to bind the other or its representatives in any way.
11. This agreement is entire and comprises all of the understanding of the parties hereto and cannot be modified or amended except by a written instrument agreed to by both parties.
12. This agreement shall be governed by the laws of Ventura County, State of California applicable to contracts performed entirely therein. Exhibitor agrees that, in the event of legal action to enforce any of the terms or obligations of the Agreement, he/she shall pay such additional sums as and for attorney fees adjudged reasonable by a court or competent jurisdiction. Exhibitor agrees that, all court actions will be conducted in the Ventura County, Simi Valley, California court.
13. No waiver by either party hereto of any break of this contract by the other shall be deemed to be a waiver of any preceding or subsequent breach thereof.
14. When paying by credit card, vendor agrees that ECG can keep the exhibitors credit card information on file and charge scheduled payments to the same card on the assigned dates with no further notice to exhibitor. Exhibitor agrees that the service they are requesting begins immediately and is not limited to show participation, but is a comprehensive advertising package. When paying by check exhibitor understands checks are processed electronically. All Credit Card and Check Payments will be processed through Evans Consulting Group.
15. ANY MAILING LIST GIVEN TO AN EXHIBITOR IS A PROTECTED TRADE SECRET OF ECG AND NO COMPANY OR PERSON WILL BE ENTITLED TO USE THIS LIST FOR ANY OTHER BUSINESS OR ACTIVITY NOT AUTHORIZED BY ECG.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

All advertising packages and booth assignments are tentative until the initial payment and both pages of agreement are received. please complete and fax both pages of this agreement to Evans Consulting Group - 805- 435-7442