



I hereby certify that I understand the nature of Rising Stars Music Showcase, that I understand the attached policies and that my employees, members, and/or agents will be informed of the policies and procedures and that they will observe and comply with the policies and procedures.

Authorized Signature: _____

Title: _____ Date: _____

Booth Rental Agreement

Name of Company: _____

Mailing Address: _____

City / State / Zip: _____

Phone: () _____ Fax: () _____

Contact Person: _____ Title: _____

Website: _____

Email Address: _____

For Profit Business Non Profit Organization (ID) _____

Booth Activity _____

**Rising Stars Music Competition Booth Fees Each 10x10 Booth Space - \$ 50.00
(\$40 for non-profits)**

The City of Ukiah requires million dollar liability insurance with them as named additional insured.

**Total Payment Included \$ _____ () check () money order
Make all checks or money orders for booth fees payable to Rising Stars Music Competition**

PLEASE COPY THIS AGREEMENT FOR YOUR RECORDS!

**RETURN AGREEMENT TO:
Rising Stars Music Competition
109 Canyon Drive
Ukiah, CA 95482**

UNOCCUPIED BOOTH SPACE AND REFUNDS:

If Exhibitor fails to occupy rented space the day of the show by 9:30 am or fails to comply in any other respect with the terms of this agreement, Rising Stars Music Showcase shall have the right to use such space. No refunds will be made if space or portion of space is not used.

POSTPONEMENT OR CANCELLATION:

Rising Stars Music Showcase shall not be liable for any damages or expenses incurred by Exhibitors in the event rented space cannot be occupied, the festival is delayed, interrupted, or not held as scheduled for any reason beyond the reasonable control of Rising Stars Music Showcase. Rising Stars Music Showcase may retain so much of the amount paid by Exhibitors as is deemed necessary to defray expenses already incurred by Rising Stars Music Showcase. The balance, if any, will be equitably refunded to the exhibitor.

FACILITY RESTRICTIONS:

1. Parking in loading areas is permitted for loading and unloading only. Violators will be towed at their expense.
2. Holes may not be drilled, cored, or punched in the building and damage must not be made to lawns, plants etc.
3. No adhesive backed items may be affixed in any way to walls, windows, columns, ceiling, or furniture on property. Decorations, sign, banners, etc. may not be taped, nailed, tacked, stapled or otherwise fastened to walls, doors, painted surfaces, furniture or columns. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls.
4. Exhibitors are liable for damage caused by them, their employees, agents, or representatives, to the building, grounds, and other Exhibitor's property.
5. Helium balloons are permitted only if they are securely tethered. Exhibitors will be responsible for all expenses for retrieval of balloons, should it become necessary.
6. No animals are permitted on the grounds with the exception of those approved by Rising Stars Music Showcase for exhibits and those providing aid to handicapped persons.
7. Combustion engines, propane tanks and any other flammable items, such as decorative materials, are subject to Venue and Fire Marshal restrictions.

EXCLUSIONS FROM RISING STARS MUSIC SHOWCASE:

Rising Stars Music Showcase retains the sole right to determine if Exhibitor meets the criteria for inclusion in the event. Rising Stars Music Showcase shall have the right to exclude Artists or Products and Services which it, in its sole discretion, considers unsuitable or not in keeping with the character of our event. Rising Stars Music Showcase reserves the right to restrict the operation of or evict completely any Vendor who is determined by Rising Stars Music Showcase to be objectionable.

To give each vendor the best opportunity, there will be no duplication of booth activities. For example, Hot Dogs may only be served by one vendor. Activities are reserved on a first come, first served basis. Exhibits using sound systems must be arranged so as not to disturb adjacent exhibitors and their patrons nor cause the areas to be blocked. This is a music show and as such, sound must be kept to a minimum in order to not interfere with the performances. Distribution of circulars, flyers, advertisements, coupons, etc. must be done within the confines of the Exhibitor's rented space.

POLICIES AND PROCEDURES

All **Booth renters** will herein be referred to as "**Exhibitor**" and will hereby agree to be bound by the policies and procedures of the Rising Stars Music Showcase. Exhibitor further agrees to adhere to and be bound by all applicable fire, utility, and building codes and regulations of the Venue. This agreement contains terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto. If any Exhibitor is ejected for violation of these policies or procedures, no return of rent shall be made.

DEADLINE:

Complete payment, signed contract shall be received no later than 3 weeks prior to the event.

Failure to make payment constitutes breach of contract and shall result in termination of the agreement.

REQUIREMENTS:

1. During show hours, all exhibit spaces must be staffed. Exhibitors may not move out until 7:00 pm. (Show is over at 10:00PM Saturday)

ALL BOOTH ITEMS MUST BE REMOVED FROM THE VENUE BY 12:00AM ON SUNDAY.

2, It is the responsibility of Exhibitors to abide by California Health requirements and to obtain all city, county, state or federal licenses, inspections, or permits required by law that are necessary for the operation of their exhibits.

FOOD VENDORS MUST OBTAIN COUNTY PERMITS FOR FOOD SERVICE

Rising Stars Music Showcase will have an event permit on file with Mendocino County. Those wishing to serve food must file their own permit under Rising Stars with the county and be subject to inspections in order to serve food at Rising Stars. Food Permit Books will be provided to those wishing to serve food.

Rising Stars Music Showcase purchases food for staff members from food vendors at the event. Staff members will present food vendors with a food card. These cards may not be used past the printed limit and are only for staff use. Rising Stars will reimburse food vendors fully for all staff meal purchases.

3. Requested Location: Organizers will attempt to locate your booth to your preference, but no guarantees can be made

CANCELLATION AND REFUND:

If an exhibitor notifies Rising Stars Music Showcase in writing of cancellation of agreement after he has been assigned space, and such notification is received 3 weeks before the event, Rising Stars Music Showcase shall retain half of the booth fee and return the remaining half. Within 2 weeks of the event start date, the Exhibitor forfeits any refund whatsoever. Monies retained by Rising Stars Music Showcase in the event of cancellation are liquidated damages by Exhibitor.

Cancellation letter can be sent to:

**Rising Stars Music Competition
Attn: Event Cancellation
109 Canyon Drive
Ukiah, CA 95482**

SPACE SHARING AND DISPLAY POLICIES:

Exhibitors may assign or share their allotted spaces with other Exhibitors with the consent of Rising Stars Music Showcase.

ALL ARTISTS/VENDORS MUST BE APPROVED.

AGREEMENT OF NON-LIABILITY and INDEMNIFICATION

A. THE UNDERSIGNED agrees that in consideration of Rising Stars Music Competition, its Agents & sponsors allowing the undersigned to come upon the premises of the Alex R. Thomas Plaza (hereinafter called "Plaza") for the purposes of conducting thereon a promotional event, the undersigned hereby agrees that neither Rising Stars Music Competition, Ukiah Main Street Program, its Agents & sponsors, nor any other party who has an ownership interest, shall be liable to the undersigned for any damage to persons or property or loss of life caused by any act or omission of the aforementioned parties which occurs during the time (arising from any act or omission that occurs during the time) the undersigned is upon the premises of the Plaza. The undersigned further acknowledges and agrees that no property of the undersigned shall be at any time deemed to be in the care, custody or control of any of the above-mentioned parties other than the undersigned.

B. THE UNDERSIGNED further agrees that it will indemnify and save harmless Rising Stars Music Competition, Ukiah Main Street Program, its Agents & sponsors and any other party who has an ownership interest, from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and property damage occurring on or about the Plaza during the period in which the undersigned is participating in this event. In case Rising Stars Music Competition, its Agents & sponsors or any other party who has an ownership interest, including the City of Ukiah shall be made a party to any litigation commenced against the undersigned, the undersigned shall protect and hold harmless Rising Stars Music Competition, its Agents & sponsors and any other party who has an ownership interest, and shall pay ALL costs, expenses and reasonable attorney fees incurred in connection with such litigation.

Print Name: _____

Date: _____

Signature: _____

Title: _____