

Publishing & Digital Terms of Agreement

This contract represents the agreement between Simply Clear Marketing & Media (SCMM) and the client above and authorizes SCMM to publish the advertising of the client above and under the conditions above. SCMM reserves the rights to refuse, edit, alter, or omit any advertisement submitted for publication and assume no responsibility for advertising deadlines not met by the client, including negligence by the client to proof all copy or artwork. Typographical errors or omission of copy must be corrected before copy deadlines; liability by SCMM of any published errors; we will be responsible for only one incorrect insertion of an ad. The client is responsible for the quality of all press ready pdf ads or artwork. No cancellations can be accepted after deadline each Friday prior to the day of publication. Clients not fulfilling multiple ad contracts will be billed at the earned rate for the number of ads run. SCMM is not liable for delays in delivery or production where conditions cannot be controlled. All advertisements created by SCMM are copyrighted by SCMM; no permission is granted for use elsewhere. Client and/or advertising agency or agent agrees to assume any and all liability for all components of advertisements submitted to SCMM including text, graphics, photos, claims, etc. This includes but is not limited to any claims of libel, violations of rights of privacy, plagiarism, unfair business practices, copyright and/or trademark infringement. All advertisements that SCMM deems might be mistaken for editorial copy will be marked "Advertisement" at the top of the ad. Finance charges on unpaid balances over 14 days will be 1.5% per month (annual rate of 18%). Short rates will be enforced for failure to fulfill contractual requirements. Accounts more than 60 days' overdue may be terminated and short-rate charges will be enforced. Any rebates due will be credited to the advertiser's account. Advertiser agrees to pay court costs and attorney's fees if suit is brought for payment of bills. The Publisher reserves the right to revise rates and forms upon 30 days written notice to the Advertiser; non-contract rates are subject to change without notice. Advertiser agrees to allow SCMM to charge the provided credit card for the placement of ads.

Event Terms of Agreement

1. Deposit: Exhibitor shall submit this application form with a NON-REFUNDABLE 50% deposit to be considered for contract acceptance. A Contract shall not exist between parties until accepted by show management. Acceptance shall be indicated by a signed and confirmed contract. A confirmed copy of the contract shall be returned to the exhibitor upon acceptance. No verbal reservations are accepted and no "holding" of space will occur without receipt of a minimum 50% deposit.
- Payment: A credit card on file is required. Exhibitor will remit entire balance of space rental fee 30 days prior to event. In the result that payment has not been paid Monday before the show, the credit card on file will be charged to zero out the balance. In the result of a no show to the event your credit card on file will be charged a fine of \$100 at 5pm on the Friday prior to the event. If SCMM has accepted a check, and it is returned a \$25 fee will be added to your balance. Rain checks: NO "Rain checks" will be offered, as the show will be held regardless of weather.
- 2 Exhibit Hours: Management shall determine and publicize the exhibit hours the show floor shall be open to the public during each day of the show. SCMM Reserves the right to change exhibit hours and/or the number of days and dates of the Exhibition as it may deem desirable.
3. Merchandise Removal: No exhibits or part of an exhibit may be removed until after the closing hour of the last day of the show. At this time, all Exhibitors should remove all small and valuable items from their display.
4. Rules for Exhibits: a. Displays: Only those products and services listed on the contract may be sold or displayed. Only the signage of the exhibitor whose name appears on the contract can be placed at the booth space. No signs, partitions, apparatus, shelving, etc. may extend more than ten feet high in the back more than five feet from the back to the front of an exhibit. Beyond the five feet from the back of the exhibit, your display must not exceed 4 feet high. The cloth booths will be installed by the Show Decorator and all additional orders should be directed to the Show Decorator. All exposed surfaces of displays must be finished by the exhibitor. Promotional material may only be given out at your booth unless prior arrangements have been made.
- b. Liability: The Exhibitor is entirely responsible for the space leased and shall not including but not limited to, injure, mar, or deface the premises. The Exhibitor shall not drive, nor permit to be driven any pins, nails, hooks, tacks and screws in any part of the show facility. Furthermore, Exhibitor shall not affix to the walls or windows of show facility and advertisements, signs, etc. or use scotch tape, masking tape or any other type of adhesive material on painted surfaces. Automobiles, truck and other similar conveyances are not permitted in the facility. The Exhibitor agrees to reimburse SCMM for any loss or damage occurring to the premises or equipment.
- c. Aisles: The aisles, passageways and overhead spaces remain under the control of SCMM and no signs, decorations, banners, advertising materials may be in these spaces without written permission from SCMM
- d. Space: The space contracted for is to be used by the Exhibitor whose name appears on the contract and no portion can be sublet or assigned without proper written permission from SCMM. No company may exhibit or display literature other than that company named on a signed contract. Additional booth fees may be collected by SCMM based on number of booths occupied and number of companies occupying said booths at discretion of SCMM The Exhibitor shall forfeit his or her right to the space, all prepaid rentals and upon demand pay any rent balance owing to SCMM if he or she fails to occupy or use his or her space or to have his or her exhibit complete and in place by the opening of the show.
- e. Alcoholic Beverages: Exhibitors and their employees, agents and guests shall not consume any alcoholic beverages except in designated areas. Violation shall be grounds for removing Exhibitor and exhibit from the show without refund and all costs associated with the removal of the exhibit.
- f. Lotteries: Exhibitors shall not engage in any lottery, chance drawing lottery or other game of chance that the attended must pay to enter
- g. Restrictions: SCMM reserves the right to restrict or remove exhibits, without refund, that have falsely entered or are deemed by SCMM unsuitable or objectionable. This restriction applies to but is not limited to, noise, P.A. Systems persons, animals, birds, things, conduct, printed matter, or anything of character that might be objectionable to the show or SCMM
- h. Location of Exhibits: All measurements and exhibit space layouts shown on the floor plan are as accurate as possible but SCMM reserves the right to make modifications and change space assignments as may be necessary to adjust the floor plan to meet show requirements. Sides of exhibits may not extend more than five feet from the back of the booth to the front as shown in the Exhibit Display. No changes to the floor plan can be made without permission of SCMM Booths must be set up on the Friday prior to the event to avoid jeopardizing your location.
5. ALL EXHIBITS MUST COMPLY WITH CITY ORDINANCES, TAX REGULATIONS, AND FIRE MARSHALL RULES AND REGULATIONS. FOR INFORMATION PLEASE CONTACT THE FIRE MARSHALL'S OFFICE OR TAX REVENUE OFFICE.
6. Storage: Fire Marshall Regulations prohibit the storage of boxes, crates, packing materials, etc. and not over one day's supply of literature for your display. Exhibitor must arrange for storage of empty crates etc. at own expense.
7. Running of Engines: Oil, gas, or gasoline engines may be operated only with the consent of SCMM and must conform to City Ordinances, Regulations and Fire Marshall instructions.
8. Installations: Any special carpentry, wiring, electrical or other work, gas, steam, water and drainage connection shall be installed at the Exhibitor's expense and in accordance with SCMM's direction.
9. Electricity: All electricity connections shall be equipped with an Electrical Ground Conductor. It is your responsibility as an exhibitor to bring sufficient electrical cords and surge protectors.
10. Miscellaneous Terms and Conditions: a. Cancellation of Contract: This contract is non-refundable. A portion of deposits received may be transferred to another event at SCMM discretion. If in the event the show is cancelled or postponed the Exhibitor shall be offered another show date of his or her choosing. Exhibitor must notify SCMM in writing if he or she is unable to attend at least 30 days prior to the event.
- b. Termination Clause: SCMM has the right to cancel a contract at any time with a client for any reason.
- c. Rights of Event not held, delayed, or ended early: SCMM shall not be held liable for any damages or expense incurred by exhibitors in the event the Event has an emergency, is delayed, interrupted or not held as scheduled; and if, for any reason beyond the control of SCMM (such as act of nature) the Event is not held, SCMM may retain so much of the amount paid by the exhibitors as is necessary to defray expenses already incurred by SCMM will not be held liable for lost profits or lost business.
- d. Security for Rental: Failure of Exhibitor to pay rental as specified herein shall entitle Management to take possession of merchandise; materials and the exhibit displayed by Exhibitor and to retain the same as security for such unpaid rental. Management shall have the right to dispose of it without further notice to exhibitor in such manner as it deems appropriate, whether by sale or otherwise. Any sale and in payment of unpaid rental; any excess shall be distributed to exhibitor.
- e. Indemnification: Exhibitor shall indemnify and hold harmless SCMM and the Event Location from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the activities of the exhibitor, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of the Exhibitors.
- f. Insurance: Exhibitor shall purchase and maintain such insurance, naming SCMM, directors, officers, shareholders, agents, representatives, employees and the Event Location as additional insured, as will protect them from claims which may arise out of or a result from the activities of the Exhibitor. Neither SCMM nor the Event Location shall be responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause. The Exhibitor, if desired, must obtain such additional insurance.
- g. Attorney's Fees: If any action arises between parties out of this agreement or to enforce any of its provisions, the losing party shall pay the prevailing party as a trial court may adjudge reasonable and if an appeal is taken from any judgement of the trial court, the losing party shall pay the amount the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.
- h. Licenses: Exhibitor shall be responsible to obtain any and all licenses required for the exhibit.
- i. Rules and Regulations: SCMM reserves the right to impose rules and regulations governing the operation or conduct of the Exhibitory and or Event.
- j. Food and Beverages: No exhibitor shall sell or distribute food or beverages of any type without the express written consent of SCMM
- k. Early Breakdown: Show hours must be observed. No early breakdowns are permitted or exhibitor will not be allowed in any further SCMM shows.
11. Complete Agreement: This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto. This agreement shall be constructed in accordance with laws of the State of California, venue in San Luis Obispo County and Monterey County.
12. Severability Clause - If any provision of this Agreement will be held invalid or unenforceable for any reason the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
13. Modification Clause - This Agreement may be modified or amended in writing, if the writing is signed by both parties.
14. Fair Interpretation Clause - Each of the Parties hereto expressly acknowledges and agrees that this Agreement shall be deemed to have been mutually prepared so that the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.
15. Counterparts Phone and Facsimile Signatures. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by phone or facsimile transmission. Such phone or facsimile signature shall be treated in all respects as having the same effect as the original signature. Additionally, this Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterpart together will constitute one and the same agreement.
16. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing and signed by the waiving party to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.