

## Exhibitor Contract – Reservation Form (page 1 of 2)

### CONTACT INFORMATION

Exhibitor Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Name of person(s) attending: \_\_\_\_\_

\_\_\_\_\_

Description of company: \_\_\_\_\_

\_\_\_\_\_

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

City, State, Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Web site: \_\_\_\_\_

Description of merchandise to exhibited: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Exhibition Space desired (check one):

Two (8' x 30") tables; \$480  
tables arranged side by side \*

Single table; \$300

Shared table; \$175 per partner:  
shared with \_\_\_\_\_

Preferred table number(s) \_\_\_\_\_

\* For pricing or to reserve more than two tables,  
contact [exhibition@sfems.org](mailto:exhibition@sfems.org).

**NOTE:** table selection is on a first-to-register  
basis. We will do our best to satisfy your request.  
See the Table Layout on accompanying PDF.

Royal blue draping will be provided.  
Depth of area occupied by Exhibitors will vary.

### Exhibition Hours (all times Pacific):

**Thurs, June 9** 9am-12noon: Move In/Set Up  
12noon-6pm: Exhibition Open

**Fri, June 10** 10am-6pm: Exhibition Open

**Sat, June 11** 10am-5pm: Exhibition Open  
5pm-7pm: Tear Down/Move Out

### METHOD OF PAYMENT (US dollars)

Check drawn on a U.S. bank. Mail to:  
San Francisco Early Music Society (SFEMS), PO Box 10151, Berkeley, CA 94709 USA

PayPal: 

VISA or MasterCard - Authorization for payment:

I authorize SFEMS to charge my credit card for payment of the contracted exhibit space.

Name as it appears on Credit Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code (3 digits on back of card): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Please review terms and conditions on page 2.

Mail both pages to SFEMS PO Box 10151, Berkeley, CA 94709 or email to [exhibition@sfems.org](mailto:exhibition@sfems.org)

## Exhibitor Contract – Terms and Conditions (page 2 of 2)

1. **Defined terms:** “Event” means the Exhibition that is a part of the Berkeley Festival & Exhibition, currently scheduled to be held from June 9-11, 2022 at the First Presbyterian Church of Berkeley, CA. Event is produced and managed by the San Francisco Early Music Society (“SFEMS”). “Organizer” means, collectively, SFEMS, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. “Exhibitor” means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this Contract (as defined in the next section) upon acceptance by Organizer in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable. “Facility” means the First Presbyterian Church of Berkeley.

2. **Contract Acceptance:** This written agreement (this “Contract”) shall become binding and effective only when it has been signed on this page (below) by Exhibitor and counter-signed by a duly authorized representative of Organizer.

3. **Assumption of Risks: Releases:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor’s participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage, or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not displayed on any tables or other equipment made available to Exhibitor at the Facility and whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the owner of the Facility assumes or accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Doors of the Facility will be locked at night. Organizer will not hire security guards during the Event. Neither Organizer nor the owner of the Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities, whether described in this paragraph or not.

4. **Indemnification:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to Organizer), and hold Organizer and the owner of the Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys’ fees), and expenses which result from or arise out of or in connection with: (a) Exhibitor’s participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises, or other obligations under this Contract or any other contract, arrangement, or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Contract or any other contract, arrangement, or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the action of Exhibitor; (f) harm or injury (including death) to Exhibitor, and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise.

5. **Limitation of Liability:** Under no circumstance shall Organizer or the owner of the Facility be liable for any lost profits or any incidental, special, indirect, punitive, or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer’s maximum liability under any circumstance exceed the amount actually paid to Organizer by Exhibitor for exhibit space rental pursuant to this Contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matter. Doors of the Facility will be locked at night. Organizer will not hire security guards during the Event. Neither Organizer, nor the owners of the Facility, shall assume any responsibility for Exhibitor’s personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

6. **Assignment of Space:** Exhibit space shall be assigned by Organizer in its sole discretion for the Event and for the Event Dates only. That assignment does not imply that similar space will be assigned for future Events. Organizer reserves the right to change the floor plan or to move Exhibitor to another exhibit space location prior to or during the Event for any or no reason.

7. **Exhibit Space Placements:** Organizer will attempt to honor all exhibit space placements based on the previous exhibition organized by Organizer if application and payment are made within the stipulated time limit, but cannot make any guarantees of exhibit space placement based on Exhibitor’s request. However, Organizer reserves the right to make an alternative placement. Offers made as to location of space are current policy and not a guarantee. Organizer shall be the final authority in assigning space. Organizer may refuse acceptance of any contract for any or no reason. Organizer reserves the right to determine the eligibility of any company or product for inclusion in the Event. No Exhibitor shall exhibit or permit to be exhibited in the space allocated to it any merchandise other than that specific in its application. Organizer further reserve the right to add, alter or delete from the Event’s floor plan at any time in its sole discretion.

8. **Cancellation by Exhibitor:** Exhibitor will receive a full refund of the total exhibit fee for cancellation received in writing on or before April 30, 2022. Exhibitor will receive a 50% refund of the total exhibit fee for cancellation received in writing between April 30, 2022 and May 15, 2022. No refunds will be given after May 15, 2022.

9. **Cancellation by Organizer:** If Exhibitor fails to make a payment required by this Contract in a timely manner, Organizer may terminate this Contract (and Exhibitor’s participation in the Event) without further notice and without obligation to refund any monies previously paid. Organizer reserves the right to refuse Exhibitor permission to Move In and Set Up an exhibit if Exhibitor is in arrears of any payment due to Organizer. Organizer is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without release Exhibitor from any liability hereunder. Organizer may also terminate this Contract effective upon written notice of termination if Exhibitor breaches any of its obligation under this

Contract or any other contract or arrangement with Organizer, without any obligation on Organizer’s part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If Organizer removes or restricts an exhibit that Organizer considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

10. **Cancellation of the Event:** If Organizer cancels the Event due for any reason, Organizer shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, as calculated by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, rename or relocate the Event or change the Event Dates.

11. **Covid-19 Protocols:** Exhibitor agrees to present proof of up-to-date vaccination against Covid-19 (SARS2 coronavirus) as defined by the Centers for Disease Control (CDC) with the submission of this contract. Exhibitors, visitors, and the Organizer shall comply with safety protocols as stated on the Organizer’s website: <https://sfems.org/21-22-concert-season/covid-19-protocols/> including indoor masking recommendations. Exhibitors of wind instruments will be required to sanitize their instruments after each instance of playing before they can be tried by subsequent visitors. Spray bottles of *Sterisol* germicidal disinfectant that is safe for woodwind instruments will be provided by the Organizer.

12. **Exhibitor Space Occupancy:** Organizer shall specify the hours and dates for installing, occupying and dismantling exhibits. Exhibitor shall be completely moved in and ready for business by 12 noon (Pacific time) on June 9. All exhibits shall be open for business at all times during the Event.

13. **Move In/Set Up, Tear Down/Move Out, and Show Hours:** This information will be provided to you separately. Exhibitors are to adhere to these times. Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by Organizer. No breakdown or dismantling of exhibits will be permitted before the Event officially closes down.

14. **Listing and Promotional Materials:** By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event, and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions, or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs/video of Exhibitor’s exhibit space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs/video for promotional purposes.

15. **Care of Exhibit Facility:** Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

16. **Taxes and License:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state, or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event. More information may be found at the following web site: <http://www.boc.ca.gov/info/reg.htm>

17. **Insurance:** Exhibitor shall, at its own expense, secure and maintain through the term of this Contract, including Move In and Move Out days, necessary insurance.

18. **Outside Exhibits/Hospitality Suites:** Exhibitor is prohibited, without express advance written approval from Organizer, from displaying products/services and/or other advertising material in areas outside its booth space.

19. **Character of Displays: Use of Aisles and Common Areas:** Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents, or legally distributes. All exhibitors shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Organizer and no signs, decorations, banners, advertising material, or special exhibits will be permitted in the aisles except by written permission of Organizer. Any and all advertising distribution must be made from Exhibitor’s booth space.

20. **Noise from Exhibit area:** The playing of instruments for demonstration purposes may be permitted. Please be courteous to your neighbors with regard to volume and unnecessary playing. **NB:** The large hall (John Knox A) is directly over the resident day-care center with small children napping between 12:00 and 2:00 PM on week days (Thursday and Friday of the Exhibition). The Facility requires that instruments not be played in that hall during that time. This restriction does not apply to the Mears Room. Exhibitors may use the nearby Lounge for visitors to try instruments at the exhibitors’ discretion and trust. Exhibitors assume full responsibility for any instruments allowed out of their sight for this purpose.

21. **Fire and Safety Laws and Rules:** Federal, state and city laws must be strictly observed.

22. **Sub-letting:** No sub-letting will be permitted.

23. **Freight shipment:** Neither Organizer nor the owner of the Facility will accept shipment of any kind prior to June 9 and after June 11. Any shipments appearing at the Facility before June 9 and after June 11 will not be accepted and turned away. Shipments may be accepted at the Facility by the Exhibitor beginning 8am (Pacific time) on June 9. Exhibitor must make Exhibitor’s own shipping arrangements.

24. **Storage:** There are no storage facilities, rooms or areas of any kind at the Facility during the Event. Exhibitor may store any goods within the Exhibitor’s own exhibit space areas or make Exhibitor’s own arrangements for storage outside of the Facility.

**We (“Exhibitor”) agree to rent Exhibit space, subject to the terms and conditions listed in this Contract:**

EXHIBITOR: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ORGANIZER (SFEMS Representative): Signature: \_\_\_\_\_ Date: \_\_\_\_\_