

2018 EXHIBITOR CONTRACT



Agreement between KR Martindale (hereinafter referred to as "The Management") and _____ (EXHIBITOR). The undersigned Exhibitor hereby contracts for an exhibition space at The American Indian Art Show | Marin to be held at the Marin Center, San Rafael, California, on February 17-18, 2018 and agrees to abide by all the terms and conditions set forth in this contract.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL: _____ WEBSITE: _____

PHONE: _____ MOBILE: _____

CIRCLE BOOTH SIZE: 8' x 10' (\$1,520) | 8' x 16' (\$2562 for booth #s 1-20) (\$2432) | 8' x 20' (\$3,040)

or TABLE: Table (\$495) | Table with hard wall (\$800)

BADGE NAMES - List all personnel who require a badge, including yourself.

MAILERS: I would like ____ mailers sent to me for my gallery and/or clientele.

EXHIBITORS WITH HARD WALLS ONLY, Please CIRCLE your choice of paper color: Black; White; Charcoal; Cream; Sand; Russet; Forsythia (Yellow); Leaf Green; Lt. Blue; Midnight Blue;

BOOTH EXHIBITORS ONLY, Please specify quantity of each size (or check NO TABLES).

TABLES: 4' table(s) ____ 6' table(s) ____ 8' table(s) ____ NO TABLES REQUIRED ____

EXTRA HARD WALLS: I would like ____ hard walls (\$85 each if requested by 1-10-18; \$125 after this date)

SHOWCASES:

Counter-top (\$235)____; Tower (\$235)____; Small See-thru (\$235)____; Tall See-thru (\$285)____; Tall Wall (\$285)____
Place a C for Counter; T for Tower; SS for Small See-thru; S for Tall See-thru; W for Tall Wall for placement below:

PEDESTALS (Black):

12"x12"x36"____; 12"x12"x40"____; 12"x12"x48"____; pedestals (\$80) each.



ELECTRICITY: I will need electricity ____ . I will not need electricity ____ . (Back of Booth)

TRACK LIGHTING: I would like ____ 8' track(s) which has three 90watt floods and two 50watt spots (\$135 each).

OVERNIGHT PARKING: Please note: Vehicles parked overnight in the Marin Civic Center parking lot will be charged \$21 per night. Will you be parking overnight at the Marin Center? Yes ____ for ____ nights. No ____.

KR Martindale Show Management
Venice Office TEL: 310-822-9145

Patricia Murphy 949-280-6551 pat@objectsofartshows.com
mail to: 1 Woodside Place, Carmel Valley, CA 93924

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LOCATION

Marin Center
10 Avenue of the Flags
San Rafael, CA 94903

SET UP HOURS

Friday, Feb. 16, 9am - 4pm

SHOW HOURS

Opening Benefit Preview: Sat., Feb. 17 | 9-11am
Show Days: Sat., Feb. 17 | 11am-5pm
Sun., Feb. 18 | 11am-4pm

- The Exhibitor agrees to rent a space at the show to exhibit: only true and real objects made by Native Americans (including North, Central and South America); true and real objects of North, Central, South American and Spanish Colonial art; paintings and photographs depicting Native Americans, Indigenous people, or western scenes. No material shall be: a reproduction; new material made to look old or "antiqued"; a copy or fake; material of a sensitive religious nature.
- NO NAVAJO KACHINAS, NO NON-NATIVE AMERICAN HEISHI, NO DREAMCATCHERS, NO T-SHIRTS.
- The Exhibitor guarantees the authenticity of any item offered for sale and further agrees to fully refund any monies received for an item sold at the show should that item be determined to be a fake, reproduction, or otherwise not authentic. Any item questioned by The Management or a Vetting Committee shall be immediately and permanently removed from display.
- The Exhibitor agrees to maintain the set up of booth and keep staff available in booth until the show has closed (no packing earlier than Sunday, 4:00pm).
- No wholesaling to the general public, or signs declaring discounts or sales on items will be allowed.
- The Management will furnish general security for the show. However, it does not accept any responsibility for loss, theft, or damage to any property of The Exhibitor by any cause. Nor is The Management, its officers or agents, to be held accountable or liable for any damage, loss, harm, or injury to the person or property of The Exhibitor resulting from any cause, including but not limited to, fire, theft, water, accident. The Management is not responsible for providing insurance to cover any of the above, or for any other purpose. The Exhibitor, by agreeing to this contract, accepts total responsibility for its exhibit, its contents, and its safety in relation to any destructive cause, and to injury to the public or other Exhibitor which might occur within the confines of the exhibit, as well as injury to The Exhibitor or its employees or agents while in or at the Exhibit Hall, display rooms, or peripheral areas. The Exhibitor also acknowledges and agrees that The Management is not responsible for any loss or damages due to natural or other extraordinary causes, strikes, legal or otherwise, beyond The Management's control. Nor is it responsible for any losses should such acts of God or other extraordinary cause, preventing the show from opening or concluding. Exhibitor agrees to indemnify and hold harmless The Management from any and all claims of any type against The Management arising out of the show.
- The Exhibitor agrees to abide by all pertinent city, state, county, and federal laws, (including but not limited to, possession of a valid California business license and the collection and payment of all applicable sales taxes), ordinances, fire and safety codes, as well as pertinent regulations of the Embassy Suites and Marin Civic Center. (Example: All table covers must be flame resistant.) The Exhibitor agrees to pay in full for any damage done to walls or rooms in the exhibition spaces caused by The Exhibitor, and to indemnify The Management for any expenses incurred as the result of its failure to adhere to any of the provisions of this agreement.
- If any dispute arises over the terms of this agreement or as a result of the show, the parties agree that any dispute shall be subject to arbitration before the Am. Arbitration Assn. in California, and that by executing this agreement they are waiving any right to a jury trial. The prevailing party in such dispute shall be entitled to recover reasonable attorney's fees.
- No exhibitor may share, sublet, or assign their space, booth, etc. without The Management's approval.
- If any portion of this agreement is determined for any reason to be unenforceable, the remaining provisions are severable and shall remain in full force and effect.

ACCEPTED AND AGREED TO _____ Date: _____
Signature of Exhibitor

I CERTIFY THAT I HOLD STATE OF CALIFORNIA RESALE# _____

The State Board of Equalization will issue out-of-state exhibitors temporary sales tax numbers. Register by following this link: <https://efile.boe.ca.gov/ereg/index.boe>

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