NATIONAL HEIRLOOM EXPOSITION

**VENTURA COUNTY FAIRGROUNDS**

**Ventura, CA**

**SEPTEMBER 12, 13, 14, 2023**

***Exhibitor Application deadline: July 31, 2023***

**Prizes will be awarded for all Exhibits, Categories, and Competitions.**

***Exhibit categories:***

* Produce (vegetables, fruit, grain, herbs, flowers, nuts, mushrooms, seeds, honey, eggs, preserves, etc.)
* Garden Art (Fruit and Vegetable Carving, Paintings, Crafts, Quilts, Recycled Object Art, Jewelry, Seed Art, Photography, etc)
* Garden and Farm Antique Exhibit (Old-Time Tools, Machinery, Memorabilia, etc)
* Heritage Poultry (please complete our Poultry Exhibitor Form for entry)

***Contest categories:***

* Giant Pumpkin
* Largest Tomato
* Largest Watermelon
* Any other categories that have several participants (Dahlia, Iris, etc)

**ALL VENDORS/EXHIBITORS ARE EXPECTED TO ABIDE BY THE RULES REGULATIONS SET FORTH BY THE VENTURA COUNTY HEALTH DEPARTMENT. THE NATIONAL HEIRLOOM EXPOSITION IS NOT RESPONSIBLE FOR ANY FINES OR PENALTIES INCURRED FOR VIOLATION OF THE VENTURA COUNTY HEALTH CODE.**

***There is no cost to qualified exhibitors. Sales are subject to a 20% commission.***

Name: Phone: E-mail: Website: Contact On-Site: Contact On-Site Cell Phone: Billing Address: City: State: Zip:

Please list a description and approximate quantity of each item you are bringing. Use additional page if required:

Indicate exhibit location preference: Indoor \_\_ Outdoor

Is electricity required: Yes No ­\_\_\_\_\_\_\_

**Donations are welcome:** Checks should be made payable to “**National Heirloom Exposition**.”

Mail completed agreement to:

**The National Heirloom Exposition**

**c/o Baker Creek Heirloom Seed Company 2278 Baker Creek Road**

**Mansfield, MO 65704**

# I have read the entire contract including Terms and Conditions. By signing hereunder I agree to abide by all rules, regulations, terms and conditions, and cancellation policy. All information I have provided is accurate.

Signature: Print: Date: Questions? Please contact: info@theheirloomexpo.com

**Agreement Terms and Conditions**

The following are the contract terms of the agreement for exhibit space at The National Heirloom Exposition, herein known as “Expo”. It is agreed that each Exhibitor will abide by and be responsible for the rules and regulations of this agreement. Please note – your signature on this agreement indicates that you have read and understand the following terms:

1. PRODUCER: The word 'Producer' as used herein shall mean the producing organization, The National Heirloom Exposition, agents, or employees acting for and in the

management of the Expo.

1. EXHIBIT AREA: Limited tables, racks, and pens are available; please submit your requests as soon as possible. Exhibitors are welcome to bring their own tables and display racks. Exhibits may be limited by Producer based upon size and available space. Producer will make its best efforts to accommodate exhibits of all shapes and sizes.
2. EXHIBIT INSTALLATION: Exhibitors may initiate booth construction after checking in at the Heirloom Expo Desk, upon which time 'exhibitor badges' will be issued. Set-up hours will be 10.00am – 10.00pm Monday, Sept 11, 2023. Exhibitors are responsible for providing or arranging all necessary labor in transporting, erecting, dismantling, or

recreation of displays.

1. EXHIBIT STAFFING: Produce, Art, and Farm displays need not necessarily be staffed. Poultry and Small Livestock exhibitors must take full responsibility for the care and welfare of their animals and exhibits. Any exhibitors required to be present are requested to arrive 30 minutes prior to show opening each day.
2. EXHIBITOR CONDUCT: Exhibitors agree to conduct themselves in a respectful, cooperative manner appropriate to the integrity of the attendees, fellow exhibitors, Producer, and Producer's staff. Children under the age of 14 must remain with their parents while at the Exposition. Parents will be held responsible for any damage caused by their children, to persons or property. We reserve the right to turn over lost or unattended children to the appropriate authorities.
3. EXHIBIT OPERATION: Products may be sold from exhibit space. The exhibitor shall hold harmless “Expo” from any and all damages and/or theft of merchandise or materials from contracted exhibition space. No exhibit shall extend beyond its allotted space unless authorized in writing by Producer. Distribution of samples and literature is strictly limited to the confines of the Exhibitor's area.
4. NOISE CONTROL: The use of any sound equipment is prohibited unless approved by Producer.
5. SMOKING: Producer has a strict no-smoking policy. Exhibitor smoking is permitted only in the vendor parking lot.
6. RECORDING: Each exhibitor shall agree to all forms of photography, video, and audio recordings conducted by the Producer or its appointees, without compensation of persons, products, or performances. Each exhibitor hereby gives permission to use any or all of these photographs and recordings, without compensation, provided such is in accordance with applicable laws.
7. ELIGIBLE PRODUCTS: It is the responsibility of the Exhibitor to inform the Producer of any product, service or claim that does not comply with the regulations of the FDA

or any other State or Federal regulatory agency and/or is considered experimental. Exhibitor is strictly prohibited from having or selling on-site any substance or product

considered illegal. All products or service to be sold, offered, or referred to during The National Heirloom Exposition must be included on the reservation form.

1. PETS: All pets brought to The National Heirloom Exposition must have vaccination paperwork and be registered service animals. Pets are not allowed at exhibit booths.

Owners are responsible for any damage caused by their pets, to persons, property, livestock, or other pets. Owners are required to clean up all pet waste.

1. PARKING: Parking is permitted in customer parking areas only. Unauthorized or unattended vehicles will be towed at owner's expense.
2. UNOCCUPIED SPACE: In the event an Exhibitor has failed to occupy the space contracted for by 10:00am on the first day of the Exposition, Sept 12, 2023, Producer shall have the right to utilize such space in any manner suited to its purposes. Producer will not refund any monies, donation or otherwise paid, nor will Producer refund any expenses incurred by Exhibitor or any monies paid by Exhibitor for equipment or services.
3. EXHIBIT CARE: Exhibitors are responsible for keeping exhibit space clean and tidy at all times. Exhibitor is responsible for placing trash and recyclables in the appropriate designated trash and recycle bins.
4. BREAKDOWN OF EXHIBIT: Booth tear-down and removal will take place between 9:00pm and 11:00pm on Thursday, Sept 14th and between 8:00am and 5:00pm on

Friday, Sept 15th. Under no circumstance should booth removal commence prior to 9:00pm on Thursday, Sept 14th, 2023, unless items are sold out or removal has been previously agreed upon by Producer. All materials MUST be removed by Exhibitor after Expo during the booth 'teardown' timeframe, unless previously agreed upon by Producer.

1. EXHIBIT ASSIGNMENT: Exhibit assignment will be at the sole and exclusive discretion of Producer. Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from entities other than his/her own in the exhibit space, without the express written consent of Producer. Once all indoor exhibit spaces are filled, further exhibitor applicants will be offered an outdoor exhibit location. Producer reserves the exclusive right to assign an outdoor location to any vendors which it deems in its sole and exclusive discretion are unsuitable for the indoor exhibit halls.
2. SECURITY: The exhibit hall must be vacated 30 minutes after the close of the show daily (except on the final day of the show.) Exhibitors will be allowed to enter the exhibit hall upon presentation of exhibitor badge only. Producer does not warrant or otherwise ensure the exhibit will be free from theft, vandalism or other mishaps before, during, or

after show closing. Exhibitor expressly waives any and all claims against Producer, its agents, and employees, which may arise as a result of security or staff failing to prevent harm to exhibits or otherwise perform satisfactorily.

1. INSURANCE: Insurance will be purchased by Producer as required by the facility (fairgrounds) for attendee liability in common areas. Exhibitor further agrees to hold

harmless Producer, its owners, agents servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the exhibitor may be liable under any Workers Compensation law and exhibitor himself/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by exhibitor of the privileges herein granted. Exhibitor, at its option may purchase insurance coverage for their exhibited items if they deem such is necessary.

1. REJECTED EXHIBITS: Exhibitor acknowledges and agrees that the exhibit shall be admitted and permitted to remain in the Expo only upon continued strict compliance with the terms and conditions of this agreement and its standards. Notwithstanding such compliance, the Producer reserves the right to reject or remove Exhibitor's exhibit, in whole or in part from the exhibit hall for any reason whatsoever.
2. FIRE AND SAFETY LAWS: All Federal, State, and City regulations pertaining to fire and safety must be adhered to.
3. SALES LICENSES: Exhibitors who plan to sell merchandise on the premises in a cash-and-carry fashion are responsible for complying with all appropriate City, County, State, and Federal licensing and tax requirements. Information can be obtained prior to the Expo from the proper licensing agency.
4. BOOTH CONTRACT: The exhibit space contract, upon receipt by Producer shall constitute a good faith intent by exhibitor to perform. If due to circumstances beyond the control of Producer, such as war, fire, strike or other emergency, the Expo should be canceled, Exhibitor shall waive any claims for damages or compensation against Producer, its owner, agents or affiliates.
5. NON GUARANTEE: Exhibitor agrees that Producer, its agents and employees shall remain free from harm in the sale of products, attendance, exclusive privileges of

Exhibitor success.

1. FAMILY EVENT: Expo is a family-oriented event. Any product, music, language or physical action that would, in the sole judgment of Producer be inappropriate for children is prohibited.
2. COMPLIANCE WITH LAWS/STANDARDS: Any Exhibitor sampling food at their booth is responsible for all Health Department permits, rules, regulations, and licenses. By law, individuals are not allowed to bring alcoholic beverages which were purchased off premises, onto the Ventura County Fairgrounds.
3. FAILURE TO COMPLY: Failure to comply with these rules and regulations may result in fines levied by Producer, Ventura County Fairgrounds, or Government agencies. Producer and Ventura County Fairgrounds retain their right to close any exhibit which fails to cooperate with these policies.
4. This contract establishes a good faith intent by exhibitor to perform as indicated in this 'exhibitor agreement'. This contract specifically excludes the existence or implication of any partnership agreement or ownership position on the part of the Exhibitor, whether expressed orally or implied by anyone who is a party to this agreement or whether expressed orally or implied by third parties. Any questions or issues that are not covered in this contract shall be subject solely to the decision of Producer.
5. LAW AND VENUE: The parties agree that this contract shall be interpreted under the laws of the State of California and that the proper venue for an action concerning this contract is in Ventura County.
6. COMMISSION: A sales commission of 20% will be payable on any/all sales from Poultry, Livestock, Farm, or Art exhibits. Exhibitor will track sales and report to Producer at the close of the Exposition.