

Platinum Shows and Productions, LLC

Smithfield RI

January 13th 2024 9am-3pm

EXHIBITOR SPACE CONTRACT

CONTACT: RICROWNJEWELCARDSHOW@GMAIL.COM

- 1) Exhibitor agrees that the space rented will be used for the purpose of buying and selling hobby related collectibles. Platinum Shows LLC, Joseph Brito, David Simmons, Vincent Letizia III, or The Crowne Plaza Hotel Warwick RI and its employees assume no responsibility for lost or stolen property
- 2) Additionally, the aforementioned indemnify themselves against any unforeseen incidents or acts of God, war, terrorism or viruses that might cause the show to be canceled.
- 3) Exhibitor agrees to abide by all show rules, policies and procedures and to accept the responsibility for the compliance of the same by all members of his/her party throughout the course of the show. Please read Exhibit A

Company Name \_\_\_\_\_

Individual Name \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP : \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

- I WOULD LIKE TO RESERVE\_\_\_\_\_NUMBER OF TABLES @ \$150 PER TABLE- \$50 DISCOUNT FOR EACH ADDITIONAL TABLE. One \$20 Food Voucher per Vendor

TOTAL DUE: \_\_\_\_\_

**IF COMPLETE PAYMENT IS NOT RECEIVED BY\_11/13/23 SPACE IS SUBJECT TO FORFEITURE WITHOUT REFUND. I HAVE RECEIVED A COPY OF THIS EXHIBITOR SPACE CONTRACT AND THE EXHIBIT A AND HAVE READ THEM CAREFULLY AND AGREE TO ABIDE BY THEM.**

**All exhibitors are required to pay all applicable sales tax to the State of Rhode Island Division of Taxation**

EXHIBITOR

SIGNATURE: \_\_\_\_\_DATE:\_\_\_\_\_

## Exhibit A

- The "Promoters" will be referred to as Platinum Shows and Productions LLC
- "The Venue" will be referred to as The Crowne Plaza Hotel in Warwick RI
- EXHIBIT SET-UP: ALL EXHIBITS MUST BE FULLY SET-UP BY SHOW OPENING, AND ALL EXHIBITS MUST BE OPEN FOR BUSINESS DURING ALL SHOW HOURS. NO DISMANTLING OR PACKING MAY BE STARTED BEFORE SHOW CLOSING.
- EXHIBIT AREA: ALL AISLES AND ENTRANCE DOORS WILL BE UNDER THE CONTROL OF THE PROMOTER AND OR CONVENTION CENTER EMPLOYEE, MERCHANDISE DISPLAYS, SIGNS OR OTHER PROPERTY OF THE EXHIBITOR'S MAY NOT EXTEND INTO THE AISLES. EXHIBITORS AND THEIR AGENT'S MAY NOT SELL MERCHANDISE, GIVE SOUVENIRS OR OTHER HAND OUTS OF ANY KIND ANYWHERE OTHER THAN THEIR ASSIGNED SPACE.
- UNAUTHORIZED ITEMS: THE SHOW PROMOTERS WILL NOT PERMIT THE DISPLAY, SALE AND OR DISTRIBUTION OF ANY COUNTERFEIT PRODUCT OR MERCHANDISE; UNDER NO CIRCUMSTANCE MAY ANY EXHIBITOR HAVE ANYONE SIGNING AUTOGRAPHS AT THEIR BOOTH WITHOUT THE WRITTEN PERMISSION OF THE PROMOTER.
- BADGES: EXHIBITORS AND THEIR EMPLOYEES MUST APPLY FOR EXHIBIT BADGES FROM THE PROMOTER AND WEAR SUCH BADGE AT ALL TIMES WHEN IN THE SHOW SITE. BADGES ARE NON-TRANSFERABLE.
- ALLOCATIONS OF SPACE: ALL EXHIBITORS MUST CONTRACT DIRECTLY WITH THE PROMOTER. NO EXHIBITOR MAY SUBLET, SUBCONTRACT, SHARE HIS ALLOCATED AREA OR ASSIGN HIS CONTRACT TO ANY OTHER COMPANY OR INDIVIDUAL. VIOLATIONS OF THIS MAY SUBJECT THE EXHIBITOR TO EXPULSION WITHOUT REFUND FROM THE SHOW. THE RIGHT, FOR ANY REASON TO CHANGE THE LAYOUT OF THE EXHIBITION OR ANY PART THEREOF, CANCEL OR POSTPONE THE SHOW WITHOUT ANY LIABILITY. IN THE EVENT OF CANCELLATION OR POSTPONEMENT

FOR ANY REASON OTHER THAN AS PROVIDED IN SECTION 12 OF THIS CONTRACT, EXHIBITORS WILL BE NOTIFIED AND WILL RECEIVE A FULL REFUND.

- EXHIBITORS MUST COMPLY: WITH ALL REGULATIONS OF UNIONS APPLICABLE TO RECEIVING, SETUP, DISPLAY,
- DISMANTLING AND REMOVAL OF PERSONAL PROPERTY AND EXHIBITS, AND THE RULES AND REGULATIONS of the Crown Plaza Hotel in Warwick RI .
- FIRE, THEFT, ACCIDENT: THE PROMOTER WILL MAINTAIN A SECURITY SERVICE IN THE BUILDING AND/OR SHALL MAKE REASONABLE EFFORTS TO PROVIDE SECURITY. HOWEVER, THE PROMOTER SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF THE EXHIBITOR, ITS PROPERTY, EMPLOYEES, VISITORS OR CUSTOMERS FROM THEFT, DISAPPEARANCE, PILFERAGE, INJURY OR DAMAGE BY FIRE, ACCIDENT OR ANY OTHER CAUSE. EXHIBITOR ASSUMES SOLE LIABILITY FOR ANY LOSSES RESULTING FROM SUCH CAUSES.
- THE PROMOTER: SHALL NOT PROVIDE INSURANCE FOR THE BENEFIT OF THE EXHIBITOR OR ITS PROPERTY. THE EXHIBITOR IS RESPONSIBLE FOR PROVIDING ITS OWN INSURANCE FOR HIS PROPERTY AND GENERAL LIABILITY. EXHIBITOR AGREES TO ABIDE BY THE CITY FIRE PREVENTION CODE AND THE EXHIBIT HALL FIRE REGULATIONS.
- INDEMNIFICATION: EXHIBITOR SHALL INDEMNIFY AND HOLD HARMLESS THE PROMOTER, CROWNE PLAZA, WARWICK RI, FROM ANY DAMAGES, EXPENSES, LOSSES OR LIABILITIES INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES RESULTING FROM ANY CLAIMS, DEMANDS, SUITS OR OTHER ACTIONS BASED ON THE EXHIBITOR'S OCCUPATION FOR USE OF THE EXHIBIT SPACE, INCLUDING BUT NOT LIMITED TO ALL CLAIMS AND DEMANDS EXHIBITORS, THEIR AGENTS, EMPLOYEES, REPRESENTATIVES, CUSTOMERS AND GUESTS, FOR INJURY TO PERSON OR PROPERTY ARISING BY VIRTUE OF ANY OCCURRENCE IN THE EXHIBIT SPACE OR THE SHOW SITE. OR IN THE PARKING AREAS IN PROXIMITY TO THE SHOW SITE DURING THE CONTRACT TERM AS WELL AS ANY PERIOD DURING

WHICH THE EXHIBITOR IS MOVING INTO OR OUT OF THE SHOW SITE. THE SHOW PROMOTER DOES NOT ACCEPT RESPONSIBILITY NOR IS A BAILMENT CREATED FOR THE MERCHANDISE OR EQUIPMENT DELIVERED TO OR BY THE EXHIBITOR AT ANY TIME. THE SHOW SITE AND PROMOTER AND THE CROWNE PLAZA WARWICK RI, ARE NOT RESPONSIBLE FOR ANY LOSS OR THEFT OF EXHIBITORS MERCHANDISE OR EQUIPMENT DURING ANY PERIOD OF THE SHOW OR DURING SET UP AND OR DISMANTLING.

- IN THE EVENT THAT, BECAUSE OF WAR, FIRE, STRIKE, GOVERNMENT REGULATIONS, PUBLIC CATASTROPHE, ACT OF GOD OR THE PUBLIC ENEMY, TERRORIST, VIRUSES OR OTHER CAUSE BEYOND THE CONTROL OF THE SHOW PROMOTER, THE SHOW OR ANY PART THEREOF IS PREVENTED FROM BEING HELD, IS CANCELED BY THE SHOW PROMOTER OR THE EXHIBIT SPACE BECOMES UNAVAILABLE, ANY REFUND GIVEN, SHALL BE A PROPORTIONATE SHARE OF THE BALANCE TO THE AGGREGATE EXHIBIT FEES RECEIVED WHICH REMAINS AFTER DEDUCTING THE EXPENSE INCURRED BY THE SHOW PROMOTER AND REASONABLE COMPENSATION TO THE SHOW, BUT IN NO CASE SHALL THE AMOUNT OF REFUND TO THE EXHIBITOR EXCEED THE AMOUNT OF THE EXHIBIT FEE PAID. EXHIBITORS SHALL NOT HAVE ANY RIGHT TO AN ACCOUNTING REVIEW OR AUDIT OF THE FINANCIAL RECORDS OF THE SHOW OR THE PROMOTER.
- CANCELLATION: NO REFUNDS WILL BE ISSUED. NOT TRANSFERABLE WITHOUT PRIOR AUTHORIZATION 14. THE REPRESENTATIVE OF EXHIBITOR, WHO EXECUTES THIS AGREEMENT FOR AND ON BEHALF OF SUCH PARTY IF ANY, WARRANTS TO THE PROMOTER THAT HE OR SHE POSSESSES THE REQUISITE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND ANY OTHER AGREEMENT CONTEMPLATED HEREBY. 15. IN THE EVENT ANY PROVISION HEREOF IS FOUND INVALID OR UNENFORCEABLE EITHER AS A RESULT OF ARBITRATION OR JUDICIAL DECREE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE ACCORDING TO ITS TERMS.

- IF EXHIBITORS SHALL MAKE ANY PAYMENT TO THE PROMOTER HEREUNDER BY MEANS OF CHECK WHICH FAILS TO BE HONORED FOR ANY REASON, EXHIBITOR SHALL PAY TO PROMOTER A RETURN PAYMENT FEE OF FIFTY (\$50.00) DOLLARS FOR EACH SUCH CHECK, AND PROMOTER AT HIS DISCRETION WOULD HAVE THE RIGHT TO HAVE ALL FUTURE FUNDS DELIVERED BY CERTIFIED BANK CHECK.
- PAYMENT: PAYMENT IN FULL IS DUE AT TIME THIS CONTRACT IS EXECUTED
- AUTHENTICITY OF MERCHANDISE: EXHIBITOR AGREES THAT NEITHER EXHIBITOR, NOR ANYONE IN EXHIBITORS SPACE MAY BUY, SELL, TRADE OR DISPLAY ANY MERCHANDISE THAT IS QUESTIONED AND OR DEEMED TO BE COUNTERFEIT, FAKE, OR NOT AUTHENTIC AS IT IS BEING OFFERED. UPON REQUEST BY PROMOTER, ANY PRODUCT THAT IS DEEMED QUESTIONABLE BY THE SHOW PROMOTER OR BY AN INDEPENDENT AGENT OF PROMOTERS CHOICE MUST BE IMMEDIATELY REMOVED FROM THE SHOW. VIOLATION OF THIS POLICY MAY RESULT IN IMMEDIATE EXPULSION FROM THE SHOW WITHOUT REFUND.
- THE PROMOTER SHALL HAVE FULL POWER TO INTERPRET AND OR AMEND THESE TERMS AND CONDITIONS WHICH IN ITS DISCRETION SHALL BE IN THE BEST INTEREST OF THE SHOW.
- THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING AND CONTRACT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR COMMUNICATIONS WITH RESPECT TO THE SUBJECT MATTER HEREOF.
- \*ALL RULES AND REGULATIONS AND THE POLICIES AND PROCEDURES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE