

The 13th Annual

# Sunset

## Celebration Weekend

June 5 & 6, 2010 10 a.m. – 5 p.m.

In June 2010, Sunset headquarters in Menlo Park will open its doors for our 13th annual Celebration Weekend—welcoming more than 23,000 Sunset enthusiasts who pay to watch the pages of the magazine come to life.

By filling out the application below: we hereby apply for exhibit space in Sunset's Celebration Weekend 2010. We agree to abide by Celebration Weekend rules and regulations, issued in advance of the event. By signing the application, we have read and understand all items on this application. Event takes place rain or shine.

### Exhibitor Application:

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

(As you would like it to appear on **ALL** event material including tent sign)

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_

Onsite Contact Name: \_\_\_\_\_

Onsite Contact Cell: (\_\_\_\_) \_\_\_\_\_

Website: \_\_\_\_\_

Resale #: \_\_\_\_\_

Category: \_\_\_\_\_

### Exhibitor Information:

One-line description to appear in Celebration Weekend

Resource Guide

### How did you hear about Celebration Weekend?

Past participant     Ad in Sunset     Sunset's website

ProEvents website/mailer     Other \_\_\_\_\_

Ad in newspaper/radio/online

### 10'x10' Exhibit Booth Package

Package includes: 10' x 10' festival canopy, one 6' draped table, two chairs, and one wastebasket, one 7" x 44" booth sign, product and contact listing in event program guide distributed to over 23,000 attendees

### 2010 Exhibit Booth Space Request

(Event Management does not guarantee requested space)

We request our same 2009 booth space # \_\_\_\_\_

We request to move our booth space to booth # \_\_\_\_\_

### Please check choice below:

10x10 booth package

• \$1200 (Early Bird Special! Application must be received by February 18th, 2010 to qualify for discounted rate.)

• \$1400 (Regular Fee. Applied to applications received between February 19th and April 30, 2010.)

• \$1600 (Late Registration Fee. Applied to applications received between May 1st and two weeks before the event. Subject to space availability.)

Corner booth request—\$150 (please provide a separate check. This fee is not charged until we confirm your corner position.)

Temporary Health Dept Permit Fee—\$90 (This amount must be included with booth fee if you are planning on sampling any food or wine at your booth.)

### Form of payment:

Check     Visa     Mastercard (See attached credit card authorization form.)

### Please verify that you have included all of the following:

Application     Booth Fee     3 Photos or brochure     SASE (if you want photos returned)

Signed Release (see overside)     Credit Card Authorization (if applicable)

**Make checks payable to:** "Celebration Weekend/Sunset Magazine"

**Mail to:** Team PRO Event, Inc. P.O. Box 315, Mill Valley, CA 94942. (There is a \$20 charge for returned checks.)

**For further information please contact Michele Cleland at Team PRO Event, Inc.**

Phone (415) 383-3470 • Fax (415) 383-7020 • Email shellcleland@aol.com • Visit [www.sunset.com/cw](http://www.sunset.com/cw)

## EXHIBITOR APPLICATION INSTRUCTIONS

**Please make a copy of these instructions for your records.**

Please complete the Application Form by PRINTING OR TYPING the information requested. The State of California requires each applicant selling product to possess a valid California Resale Certificate & Number. This number must appear on your application to be processed.

If you wish to remain on our mailing list, please return this application, regardless of whether you are applying for this year's event or not. Please mark your application **"Mailing List Only"**.

**Selection:** Sunset accepts a limited number of home, travel, food, and garden exhibitors at Celebration Weekend. Other considerations will be the overall presentation balance, so that no one exhibitor category will dominate.

**Include with your application: (3) photos, color copies, or brochure representative of your product and booth display.** This is to aid in the selection process and to guarantee your product/service meets the standards of our jury. Please include your name on each photo/print for identification. No slides accepted. Please include a SASE for photos to be returned to you post event.

**Acceptance:** Jurying will take place starting in December and continue on a bi-monthly basis until the event. You will be notified of your acceptance status on or before April 19, 2010. Checks from those who are not accepted will be returned upon notification. Applications will be allowed up to the event date, as space allows.

**Payment Fees:** Regular Fees for Exhibitors is \$1400. An Early Discounted Fee of \$1200 is available for Exhibitors who register before February 18th, 2010. Exhibitors who register after May 1st, 2010 will be charged \$1600. Corner booths will be charged an extra \$150. **Two separate checks are required**—a check for the booth fees and a check for the corner fee. Checks made payable to: **Celebration Weekend/Sunset Magazine** must accompany each application. There is a \$20 charge for returned checks.

**Withdrawal:** Exhibitors may withdraw up to March 26, 2010 and receive a 75% refund and until April 9, 2010 for a 50% refund. After April 23, 2010, participation fees are not refundable.

**Cancellation of Event:** If weather, acts of God, or other circumstances beyond the control of Sunset Publishing or Team PRO Event, Inc. cause the event to be cancelled, participation fees will not be returned. Sunset Publishing and PRO Event, Inc. cannot be held liable by exhibitors for the failure of the event to take place.

**Space Assignment and Final Instructions:** Accepted Exhibitors will receive an Exhibitor Handbook no later than April 23, 2010. It will be followed by your specific Space Assignment, as well as detailed event load-in and load-out instructions. Set up for all exhibitors will be on Friday, June 4th (unless booth is located on Willow Road).

**Health Department:** Please indicate on front of application if you intend on sampling food or beverages. The Health Department Permit fee will be approximately \$90.00 for 2010. We will get you the proper forms, please fill them out and mail back to us. We will be taking care of the filing for this year for all food exhibitors.

**Proof of Insurance:** Exhibitor must provide Sunset with the following insurance certificates by May 5, 2010: fax to Team PRO Event (415) 383-7020 or Rey Ledda (650)327-6489. (1) workers' compensation insurance with statutory minimum limits and (2) commercial general liability insurance, including personal injury, property damage and product/completed operations, with a minimum limits of \$1 million per occurrence and \$1 million annual aggregate. Exhibitor will provide Sunset with a certificate of insurance naming Sunset as an additional insured on all such policies as applicable. Failure to provide proof of insurance will result in revocation of exhibitor privilege to participate in the event. (Shahinian Insurance Services provides this type of event insurance for about \$90.00. Call at (800) 457-2231)

**Event Address:** Sunset Publishing, 80 Willow Road, Menlo Park, CA 94025

### Notification

Notification of your status will be sent by mail by or before April 19, 2010. All booth spaces are reserved on a first-come basis. Sunset does not guarantee space availability and reserves the right to refuse exhibitor participation. If no spaces are available, you will be notified by phone and your payment will be returned to you.

Print Your Name: .....

Signature: ..... Date: .....

## TERMS, CONDITIONS, AND RULES

### 1. EXHIBITOR TO BE BOUND BY TERMS, CONDITIONS AND RULES.

Exhibitor agrees to observe and abide by the terms, conditions, and rules set forth in this Agreement. All references to "Agreement" will include these Terms, Conditions, and Rules and the terms, conditions, and rules set forth in the Exhibitor Handbook and any other communications, documents, or correspondence provided by Sunset to Exhibitor in connection with the Event. Sunset will provide Exhibitor with the Exhibitor Handbook no later than April 21, 2008.

**2. ABSENCE OF WARRANTIES.** Sunset makes no representations or warranties regarding anticipated benefits to be received by Exhibitor from participating in the Event or the fitness of the event for Exhibitor's needs, purposes, or otherwise.

**3. TERMINATION.** Sunset reserves the right to immediately terminate this Agreement, close the exhibit, and remove Exhibitor's property, if Exhibitor breaches any of the material terms of this Agreement. Breaches for which Sunset may terminate this Agreement include, but are not limited to, a determination by Sunset, in its sole discretion, that Exhibitor or any of Exhibitor's products is not eligible to participate in the Event.

**4. EVENT HOURS AND DATES.** The dates and hours of the Event are set forth on the front page of this application. Hours and dates for installing, showing, and dismantling exhibits will be set forth in the Exhibitor Handbook. All exhibits must be open for business during exhibit hours, and no dismantling or packing may be started before the official close of the Event. Sunset reserves the right, in its discretion, to cancel the Event at least thirty (30) days in advance, in which event the fees paid by Exhibitor will be refunded as Exhibitor's sole and exclusive remedy for cancellation.

**5. LATE PAYMENT; REVOCATION OF PRIVILEGE TO ATTEND; CANCELLATION.** Exhibitor's privilege to attend the Event and/or exhibit products is conditioned upon timely payment of all fees due hereunder and compliance with terms, conditions, and rules set forth in this Agreement. If Exhibitor fails to make timely payments when due or comply with any term, condition, or rule, Exhibitor's privilege to attend the Event and/or exhibit products may be revoked by Sunset in its sole discretion without prior notice. Exhibitor must notify Sunset in writing of its intent to cancel on or before April 11, 2008. A cancellation fee in the amount of 50% of the Exhibitor's initial payment is due upon cancellation.

**6. ASSIGNMENT OF EXHIBIT SPACE.** Sunset will assign an Exhibit Space to Exhibitor for the duration of the Event only. Exhibit Space assignments will be made at Sunset's sole discretion. Sunset reserves the right to change the format and/or location of any or all Exhibit Spaces. Exhibitor is granted only a license to use Exhibit Space and will have no rights to the exclusive use or occupancy of any location within the Event area. This Agreement is not intended and will not be construed to constitute a lease of real or personal property.

**7. EXHIBITION OF NORMAL GOODS AND LINES.** Exhibitor may not allow any other company or individual to use, occupy or share its Exhibit Space without the prior written consent of Sunset, which Sunset, in its sole discretion, may withhold. At the Event, Exhibitor will only exhibit merchandise it manufactures or lines it normally represents during the calendar year.

**8. SUNSET TRADEMARKS.** Exhibitor will not, by reason of this Agreement, have any rights to use the trademark "Sunset" or any other trade name, trademark, and/or logotype of Sunset Publishing Corporation, except in such manner and with such legal notices as Sunset may approve in writing. Exhibitor acknowledges that this Agreement and its participation in the Event in no way confers upon Exhibitor any right or interest whatsoever in such marks, which are and will remain the sole and exclusive property of Sunset.

**9. PRODUCT/BRAND EXCLUSIVITY.** Sunset does not grant or guarantee product or brand exclusivity to or for Exhibitor's product or brand at the Event.

**10. LIMITS OF LIABILITY; INDEMNIFICATION.** Sunset, the event manager, their officers, agents, directors, employees, or other representatives will not be liable for, and Exhibitor releases the same from liability for, any claim, damage, loss, or injury to Exhibitor, from any cause whatsoever, resulting from or arising out of Exhibitor's participation in the Event. Exhibitor expressly assumes any risk of harm to Exhibitor arising out of its participation in the Event, including any risk resulting from the particular location of the space designated to them by Sunset or the event manager. Exhibitor will hold harmless and indemnify, defend and protect Sunset, the event manager, their officers, agents, directors, employees, or other representatives from any and

all claims, demands, suits, liability, damages, legal costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, failures to act, or negligence of Exhibitor or any of its officers, agents, directors, employees, or other representatives, including but not limited to, claims of damage or loss resulting from any breach of this Agreement, or claims of damage or loss to any third party resulting from any infringement of copyright, patent, or trade or service mark or name.

**11. INABILITY TO HOLD EVENT.** If, because of war, fire, strike, breach of contract by third parties, government regulation, public catastrophe, act of God or the public enemy, or other cause beyond the control of Sunset, the Event or any part thereof is prevented from being held or is canceled by Sunset, Sunset in its sole discretion may refund to Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remain after deducting expenses incurred by reasonable compensation to Sunset, but in no case will the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

**12. EXHIBITOR MATERIALS.** All Exhibitor materials must conform to national, state, and local fire and safety codes.

**13. OBSERVANCE OF LAWS.** Exhibitor will abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority.

**14. ARBITRATION.** Any controversy or claim between the parties hereto arising out of the Event or related to the provisions of this Agreement or the breach thereof, will be submitted to non-binding mediation. If complete agreement cannot be reached within 30 days after submission to mediation, any remaining issues will be resolved by binding arbitration by one arbitrator in San Francisco or other mutually agreeable location, in accordance with the Rules of the American Arbitration Association, and judgment upon the decision or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**15. EXECUTION; AMENDMENTS.** This Agreement will be deemed to have been executed and entirely formed in California. This Agreement may not be amended or modified except by a written instrument executed by an officer of Sunset that specifically states that it amends and/or modifies this Agreement.

**19. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements between the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. No party is relying upon warranties representations, or inducements not set forth herein.

**20. PARTIAL INVALIDITY; INTERPRETATION; WAIVER.** If any provision of this Agreement is found to be invalid or unenforceable, it will in no way effect, impair or invalidate any other provision of this Agreement, and such other provisions will remain in full force and effect. This Agreement will be interpreted according to its fair meaning and not for or against any party. No waiver of rights or granting of permission in any one instance will be construed as a waiver of rights in any other instance.

**20. HEADINGS.** The section headings used in this Agreement are intended for convenience only and will not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

**21. ACCEPTANCE BY SUNSET.** The application of Exhibitor to which these Terms, Conditions and Rules are attached constitutes the offer of Exhibitor to enter into a contract for the Exhibit Space in accordance with this Agreement. Upon Sunset's written confirmation or acceptance to Exhibitor, the same shall constitute the legally binding agreement of Exhibitor and Sunset.

\*Additional information, guidelines and restrictions are contained in the Exhibitor Handbook, which will be provided to you no later than April 19, 2010.

Sunset Publishing Corporation

# Credit Card Authorization Form

**Mail with**

**application to:** Team PRO Event, Inc.  
P.O. Box 315  
Mill Valley, CA 9494  
415-383-3470

**or fax to:** **415-383-7020**  
Attn: Michele Cleland

**To be completed by all cardholders:**

**PLEASE CHECK ALL THAT APPLY:**

10x10 Booth Package (check one)

\$1200 (Early Bird Special! Application must be received by February 18th, 2010 to qualify for discounted rate.)

\$1400 (Regular Fee. Applied to applications received between February 19th and April 30, 2010.)

\$1600 (Late Registration Fee. Applied to applications received between May 1st and two weeks before the event. Subject to space availability.)

\$150 Corner Booth (Note: This fee is not charged until we confirm your corner placement)

\$90 Health Department Permit Fee (This amount must be paid if you are planning on sampling any food or wine at your booth.)

Note: Each charge may be run separately

(please print name & title)

Today's date:.....

Name on card:.....

Authorized by:.....

Signature:.....

Billing address:.....

City:..... Zip code: .....

Phone: (.....)..... Fax: (.....).....

Email Address:.....

Credit card type:.....

Credit card number:..... Expiration date:.....