



# Commercial Exhibit Space Rental Agreement

Exhibit Days: September 11-12, 2010

FOOD, FUN & FANTASTIC MOTOR SPORT FESTIVAL AT LAGUNA SECA  
Set Up: Noon – 5:00 p.m, Friday, Sep. 10 only (NO SATURDAY SETUP)  
Show Hours: Saturday 9:00a.m.–6:00p.m., Sunday 9:00a.m.-3:00p.m.

Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Drivers License#: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Seller's Permit # (Required unless not selling any items): \_\_\_\_\_

Type of Business/items selling: \_\_\_\_\_

\_\_\_\_\_

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COMMERCIAL SPACE PRICES: 10'x10'space=\$100 each additional space=\$50  
After Aug,5 2010: space = \$125, additional space \$55

If trailer display, how long? \_\_\_\_\_ Open on which side? Passenger: \_\_\_\_ Driver: \_\_\_\_\_

Will you require 110V Electrical service?: \_\_\_\_\_

Exhibitor parking in designated area ONLY – 2 exhibitor passes issued per 10' booth frontage.

Space Required: 10'x \_\_\_\_\_ \$ \_\_\_\_\_

Total amount payable to *CHERRY'S JUBILEE* \$ \_\_\_\_\_

Amount Enclosed (Minimum \$50 Deposit) \$ \_\_\_\_\_

Credit card # \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Will appear as SVMH Foundaiton

Balance (ALL DUE BY AUGUST 5, 2010) \$ \_\_\_\_\_

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PLEASE COMPLETE, SIGN, DATE AND RETURN AGREEMENT WITH YOUR CHECK PAYABLE TO CHERRY'S JUBILEE  
We the undersigned, do hereby apply for Commercial Exhibit space at the above stated event. When executed by both parties, this shall constitute a binding agreement between the parties wherein CHERRY'S JUBILEE agrees to rent to the undersigned, and the undersigned Commercial Exhibitor agrees to rent from CHERRY'S JUBILEE the Commercial Exhibit space at CHERRY'S JUBILEE, the Commercial Exhibitor space at CHERRY'S JUBILEE.

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TERMS: \$90 deposit will hold your space; PAYMENT IN FULL NO LATER THAN August 5, 2010. NO REFUNDS within 30 days of this event.

We have read the rules and regulations. We understand that this agreement shall be legally binding between Event Management and the Commercial Exhibitor upon acceptance in writing by CHERRY'S JUBILEE. We understand that any change of information in this agreement or cancellation must be made in writing. The above statements are certified to be correct to the best knowledge and belief of the undersigned.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*Exhibitor*

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**BOOTH APPLICATION:**

The following is the information needed for those who wish to apply for a booth at CHERRY'S JUBILEE

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**APPLICATIONS AND FEES:**

The Commercial Exhibitor acknowledges that failure to pay for the balance of the payment by the stated due date ,will cause CHERRY'S JUBILEE to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. The parties agree that forfeiture of deposit represents a fair and reasonable estimate of the costs that CHERRY'S JUBILEE will incur by reason of the failure of the Commercial Exhibitor to pay the balance of the payment by the stated due date.

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**SUBLETTING SPACE:**

There will be NO subletting or assigning space.

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**RELEASE OF LIABILITY:**

The Commercial Exhibitor, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware that participation will expose her/him to a risk of property damage, bodily injury, personal injury and/or death, hereby releases, waives, discharges and covenants not to sue THE SALINAS VALLEY MEMORIAL HOSPITAL FOUNDATION, SALINAS VALLEY MEMORIAL HOSPITAL, their officers, directors, trustees, employees, agents, representatives, volunteers, and servants, and all other persons and associates connected with CHERRY'S JUBILEE, and any other sponsors, individuals, or corporations associated with CHERRY'S JUBILEE, whether known or unknown (HEREIN AFTER COLLECTIVELY "SPONSORS"), from any and all liability, including for activity or passive negligence, for any and all property damage, personal injuries, bodily injury, death and/or other claims or causes of action arising out of or relating to the Commercial Exhibitor's participation in CHERRY'S JUBILEE, INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, FUTURE OR CONTINGENCE.

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**COVENANT NOT TO SUE:**

The Commercial Exhibitor, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against the Sponsors arising out of or related to CHERRY'S JUBILEE. The Commercial Exhibitor is aware of Civil Code 1542 and waives its effect. Civil Code 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known by him must have materially affected his settlement with the debtor."

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**INDEMNITY AGREEMENT:**

Commercial Exhibitor shall indemnify and hold harmless the Sponsors against any and all claims, demands, causes of action personal injuries, death, damage, costs and liabilities, in equity, of every kind and nature, whatsoever, directly or proximate of resulting or caused by the act or omission of the Commercial Exhibitor, or any of its officers, agents, employees, guests, patrons, or invitees, and the Commercial Exhibitor shall, at its sole risk and expense, defend any and all suits, actions or other legal binding proceedings which may be brought or instituted against any Sponsor or any such claim, demand or cause of action, and the Commercial Exhibitor shall pay and satisfy any judgment or decree which may be rendered against any Sponsor in any suit, action or other legal proceedings, and the Commercial Exhibitor shall pay for any and all damaged or loss to the property of any Sponsor due to such loss or theft of such property, done or caused by the Commercial Exhibitor, its officers, employees, guests, patrons, and invitees.

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**Make Checks Payable To: CHERRY'S JUBILEE**

Send your completed application and payment to: Cherry's Jubilee, P.O. Box 4760, Salinas, CA 93912

For further information or questions call the Cherry's offices: 831-759-1836 or FAX 831-753-5185

Ad space in *CHERRY'S JUBILEE* Event Program and Sponsor Programs are also available

ALL PROCEEDS BENEFIT THE SALINAS VALLEY MEMORIAL HOSPITAL FOUNDATION