

# The Hat District Shopkeeper Application

“Hatsville Live” International Convention • August 8 - 11, 2019

Gaylord Opryland Resort • 2800 Opryland Dr, Nashville, TN 37214 • (615) 889-1000

Applications are accepted and will be processed on a first come, first served basis.

Company Name	Contact Person	Contact Title
Shopkeeper Representative #1	Shopkeeper Representative #2	
Street Address		
City	State	Zip
Phone	Fax	
Email	Website	

Company Description (20 words or less)

Items To Be Sold or Exhibited

Emergency Contact Name	Relationship	Cell Phone
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Check One: <input type="checkbox"/> 10' x 10' = \$1,000 <input type="checkbox"/> 10' x 20' = \$1,600 <input type="checkbox"/> 10' x 30' = \$2,400 <input type="checkbox"/> 20' x 20' = \$3,200			
Name On Card		Billing Address	
Card Number	Card Verification ID	Exp. Date	
Card Type (i.e Visa, MC, etc)	Amount to Be Billed	Signature of Cardholder	
<ul style="list-style-type: none"> <li>Other booth requests will be taken on an individual basis. All booths include: 8' draping, 36' side dividers, 7"x44" vendor sign (includes booth number &amp; vendor name), one six-foot skirted table, two chairs, and 2 name badges. <i>Note: Booth fee does NOT include: additional tables, additional chairs, furniture, electrical, internet, telephones, etc. Can be ordered via show decorator upon approval.</i></li> <li>A minimum deposit of 50% is required to reserve space at the convention. Final payments are to be made by July 8, 2019 in order to ensure that the reservation is confirmed. If final payments are not received by the above referenced date, the vendor understands that they can/will forfeit their booth space.</li> </ul>		<ul style="list-style-type: none"> <li><b>Check Payment remittance address:</b> <b>Red Hat Society, Attn: Hatsville Live, Hat District, 431 S. Acacia Avenue, Fullerton, CA 92831</b> <b>Phone: (714) 888-8160 Fax: (714) 738-0005</b></li> <li><b>Cancellation Policy:</b> <ul style="list-style-type: none"> <li>Cancellations received by May 8, 2019, will be charged a \$50 cancellation fee</li> <li>Cancellations after May 8, 2019, will forfeit 50% of Booth(s) fee</li> <li>Cancellations after June 10, 2019, will forfeit 75% of Booth(s) fee</li> <li>Cancellations after July 8, 2019, will forfeit 100% of Booth(s) fee</li> </ul> </li> <li>Exhibitors/vendors and sponsors are extended the Red Hat Society discount at the Gaylord Opryland Resort of \$199 for single or double occupancy. Reservations must be made by May 3, 2019 for the group discount rate.</li> </ul>	

**General Liability required. Attach a certificate of insurance showing that Red Hat Society, its subsidiaries, officers, directors, employees and consultants have been named as additionally insured for the purposes of this event.**

Exhibitors are held to the Terms and Conditions attached to and incorporated as part of this application, which upon acceptance will become our agreement. Any exhibitor submitting an application agrees to be bound by all Term and Conditions if its application is accepted. In submitting this application, the exhibitor's authorized representative:

1) Confirms he/she has received a copy of the Terms and Conditions accompanying the application, which are incorporated herein and are made a part hereof; and 2) That in the event this application is accepted by RHS, exhibitor accepts and agrees to abide by these Terms and Conditions including but not limited to all matters pertaining to liability and risk.

Signature _____	Date _____
Authorized Acceptance _____	Event Producer: <i>Bella Lagmay-Funk (714) 888-8160</i>
Payment Received (Amount) _____	Payment Received (Date) _____

PLEASE INITIAL CONSENT \_\_\_\_\_



## 1. EXHIBITOR APPLICATION

These rules and regulations are fully incorporated into "Hatsville Live" (hereinafter, "Event") Shopkeeper (hereinafter, "Exhibitor") space (hereinafter, "Shop") application form. RHS will consider applications for organizations that present in a tasteful manner informational materials, products and services consistent with RHS's vision, mission, and purpose. In order to maintain balance and diversity in the exhibit hall, RHS may limit the number of exhibitors who seek to exhibit certain products and services. Complete product/service literatures as well as any samples that exhibitor intends to distribute must be provided to RHS with Shopkeeper space application. RHS, in its sole discretion, reserves the right to reject at any time any application to exhibit for any reason, even with prior acceptance in this meet or previous RHS events. RHS does not guarantee the success or profitability of any exhibitor.

## 2. RIGHT TO RELOCATE

RHS will attempt to accommodate the preference of each exhibitor. However, RHS reserves the right to relocate an exhibitor, in its sole discretion, any time.

## 3. BOOTH ACTIVITIES

All business activities of the exhibitor must be within the contracted exhibit space of the exhibitor. NO solicitation is allowed outside exhibitor's exhibit space. No exhibitor may use their display to attract any Event registrant to an off-site location for an event or activity during the official Event dates, without prior written consent from RHS. The distribution of products and/or literature, including refreshments and foods, will not be permitted without prior written approval from RHS. No exhibitor may distribute or leave behind merchandise, signs, or printed matter in the registration areas, meeting rooms, or public areas of the Event site, including hotels, shuttle buses, parking garages, etc. without written prior approval of RHS. RHS reserves the right, in its sole discretion, to cancel or reject the use of exhibit space if such space is used to display material of any nature that RHS determines is not in the best interest of the Event or not in compliance with the exhibit rules and regulations. Exhibitors may only display products and/or services sold in their regular course of business. Subject to proper written approval by RHS, the identification of an article from a non-exhibiting company or organization required for operation or demonstration is an exhibitor's display shall be limited to the usual and regular name plates, imprint, or trademark under which same is sold in the general course of business. No photography is allowed in the exhibit hall except with the express written permission of RHS.

**SALES:** Sale of merchandise and/or services will be allowed in the designated section of the exhibit floor if and only if, prior to opening of the show, RHS is provided a copy of exhibitor's Seller's Permit, or similar document(s), as required by the applicable governmental jurisdiction(s). A "sale" is defined as the exchange of a property, product, or service for an agreed sum of money by which cash, debit card, or credit card numbers are exchanged for purchase of property, product or service.

**ODOR PRODUCING ITEMS:** Items that may be deemed offensive by RHS are prohibited. Such items may include, but are not limited to, scents, preparations, foods, paints, animals, and plants.

**POWERED VEHICLES:** Exhibitor assumes all responsibility for ensuring that vehicles comply with all laws, rules, ordinances, and regulations that govern their display and operation.

**CROWD CONTROL:** It is the responsibility of the exhibitor to monitor and maintain orderly lines and groups so as not to obstruct or interfere with nearby exhibits or create any safety and/or security risks.

**DRAWINGS AND CONTESTS:** It is the exhibitor's sole responsibility to comply with all convention center regulations and local, state, and federal laws governing drawings and contests. Food samples and/or beverages must be from the exhibitor's product line. All food and beverages, other than those from exhibitor's product line, must be ordered through the exclusive caterer at the convention center. Exhibitor is responsible for and must comply with all applicable laws and regulations governing food, beverage and any other consumable product or service provided by the exhibitor.

## 4. OCCUPANCY OF SPACE

It is the responsibility of the exhibitor to occupy and adequately staff the exhibit space throughout the official dates and times (subject to change) of the Event.

**SHOP INSTALLATION AND REMOVAL:** All Shops must be completely installed, and all packing cases must be off the floor, unless prior permission is granted by RHS, by 8:00 AM on the last day of exhibit installation to allow for inspection of Shops. No work will be allowed after the Shops open until the close of the show each day.



## 5. INSPECTION OF EXHIBITS

Shops must be ready for inspection by RHS at least two hours prior to the scheduled first-day opening of the Hat District. RHS may elect in its sole discretion to schedule shop inspections in advance or after this date and time to accommodate the needs of RHS and exhibitors.

## 6. REJECTED EXHIBITORS

If RHS determines a Shop to be inappropriate or otherwise unsuitable, such Shop must be altered, modified, or closed to conform to RHS's requirements. Any cost associated with alterations, modifications, or closure, and removal of display will be borne by the exhibitor. Such decisions shall be made in RHS's sole discretion.

## 7. SUBLEASING/SHARING SHOP SPACE

Reassignment, subletting, and/or sharing Shop space is strictly prohibited. No exhibitor shall assign, sublet, or share space allotted with any other company unless approval has been obtained in writing from RHS.

## 8. DEFAULT

Any exhibitor failing to occupy booth space for which the exhibitor has contracted will be held liable for such space at the full rental price. In the event the exhibit space is not occupied by 8:00 AM or scheduled time of inspection whichever occurs later on the final day of exhibit installation, RHS shall have the right to use such space as it sees fit.

## 9. FLOOR PLAN

The dimensions of the exhibit space, as shown on the floor plan, are believed to be accurate, but only warranted to be approximate.

## 10. SHOP REQUIREMENTS

All Shops must be in full compliance with all fire department, show, and exhibit guidelines for the facility, city, county, and state of the Event, including all local, state, and federal laws.

FURNISHINGS: All floor space in the booth area must be carpeted at the exhibitor's expense (unless the Hat District is located in a hotel ballroom already carpeted).

FIRE PREVENTION: All exhibits must be in full compliance with all fire prevention regulations.

HANGING SIGNS or FLASHING SIGNS and STROBE LIGHTS: Hanging signs are not permitted. In the absence of prior written permission from RHS, signs that flash and/or feature strobe lights will not be allowed on the exhibit hall floor.

SOUND DEVICES and NOISE: Public address systems, sound producing or amplifying devices that project sound beyond the exhibitor's space, or excessive operating noise that distracts neighboring exhibits, are expressly prohibited. RHS reserves the right to restrict Shops that, because of noise or any other reason, may distract from the general character of the Event.

LIGHTER-THAN-AIR BALLOONS: In the absence of prior written approval by RHS, lighter-than-air (e.g helium, hot air, etc.) balloons are prohibited.

ANIMALS: No animals except those required for assisting persons with disabilities are allowed in the exhibit halls. Exhibitors must obtain prior written approval from RHS to use any animals for display or any other purpose in the exhibit hall.

## 11. RELOCATION AND SIZE OF SHOPS

RHS reserves the right to change location of Shops as shown on the official exhibit floor plan. Likewise, RHS, in its sole discretion, may relocate Concessions and services, close or open entrances, and reconfigure the official exhibit floor plan. RHS reserves the right to limit exhibit space and size.

## 12. DEFAACEMENT OF BUILDING MATERIALS

Exhibitors are liable for any damage caused by them to the official Event building, facility, or both equipment. Exhibitors may not use nails, screws, or fasteners of any kind, apply paint, lacquer, adhesive, or any other coating on building walls, columns, windows, doors, chairs, and/or floors.

## 13. EMPTY CRATES

Exhibitors are not allowed to store empty crates and/or boxes in their Shop during the Event. Crate and box storage behind Shops or draped areas is prohibited. Empty crates will be stored by the general contractor and returned to exhibitors at the close of the Shops on the final day of the Event. "Empty" stickers identifying the exhibitor should be attached to each empty crate.



#### 14. SECURITY RISK OR LOSS

Exhibitor assumes all risk of loss or damage of any kind to its individual display, its contents, and personal belongings of its Shop staff, rental items, etc.

#### 15. EXHIBITOR REGISTRATION AND ADMISSION POLICY

Official exhibitor badges will be provided for Shop personnel and shall be restricted to the employees and agents of the Shop. All other persons shall be required to register and wear an appropriate badge while in attendance. Exhibitors may enter the exhibit hall one (1) hour prior to opening time and remain one (1) hour after closing time on show days, or as determined by RHS. During other hours, the exhibit area will be available to personnel of exhibiting firms with the express permission of RHS. The persons to whom special permission to enter the exhibit hall is granted must remain in his/her Shop area for the purpose of exhibiting. Exhibitor personnel shall not enter Shops of other organizations, during non-exhibit hours, without written permission from said exhibitor. Each exhibitor receives two (2) exhibitor badges. Additional badges may be requested. Badges, which must be worn at all times, are non-transferable and may be canceled if used inappropriately. Badges do not enable holder to gain admission into the 'Event.'

#### 16. LABOR

Exhibitors must comply with all applicable, local, state, and federal labor laws and applicable labor agreements.

#### 17. EXHIBITOR-APPOINTED CONTRACTORS

Exhibitor will not utilize contractors for the conduct of its activities without the prior written approval of RHS. Any such approval shall be granted in RHS's sole discretion.

#### 18. LIABILITY AND INDEMNIFICATION

The exhibitor agrees to indemnify and hold RHS, its officers, directors, members, employees, agents, and all individuals or organizations performing services for them in connection with the Event harmless from all claims, losses, damages, injuries, liabilities, judgments, or settlements including reasonable attorney's fees, costs, and other expenses, any or all of them incurred on account of actions, negligent or otherwise, of the exhibitor or its employees or agents. Exhibitor agrees to indemnify and hold harmless RHS, and its affiliated and related entities from all complaints, claims, causes of action, damages of any type or nature, including costs, expenses and attorney's fees, that arise out of, or are related to, any product or service offered by exhibitor at the Event. Exhibitor releases RHS from liability for any expenses incurred or other damage suffered by the exhibitor if the Event is canceled because of a strike, riot, act of God, terrorism, threats of terrorism, a local, state, or federal government declared state of emergency, or any other cause beyond RHS's control. Exhibitor warrants that it is fully authorized and licensed to use (a) the name and/or the portraits or pictures of persons, living or dead, or things; (b) any trademarks, or copyrighted or otherwise private materials; (c) any testimonials contained in any exhibit prepared by or on behalf of exhibitor and that such exhibit is not libelous, an invasion of privacy, violation of any right of publicity, or otherwise unlawful as to any third party. Exhibiting at the event does not constitute an endorsement by RHS or any of its affiliated or related entities of any product or service offered by exhibitor. Exhibitor agrees to address all complaints, claims and causes of action, of any type or nature, with respect to any product or service offered by exhibitor at the Event, and that RHS, including its affiliated and related entities, has no duty, obligation or responsibility to address in any manner any complaint, claim, or action that is in any way related to any product or service offered by exhibitor at the Event.

#### 19. NAME AND LOGO AND EVENT THEME AND DESIGN

Use of the "Event Logo" is only authorized pursuant to a prior written and signed agreement with the Red Hat Society, is limited to the actual event logo, and in no way extends to use of the Red Hat Society logo or any other intellectual property of the Red Hat Society. Upon such authorization, the Event Logo can be used related to the event for which such use is authorized from the time booking is completed until the event has concluded. Any communication using or related to the use of the Event Logo must link back to the specific event page on the Red Hat Society website, [www.redhatsociety.com](http://www.redhatsociety.com).

The Event Logo cannot be altered, extracted into pieces or used as portions thereof, and shall not be used for any other purpose other than to promote the event for which its use has been authorized. The use of the Event Logo shall not be construed to be an endorsement of the business authorized to use the Event Logo or its product by the Red Hat Society.



## 20. INSURANCE

Exhibitor shall, at its own cost and expense, obtain and keep in full force and effect during the life of the exhibit such insurance coverage as it is customary to maintain for its employees, agents, and such exhibit programs, including without limitation liability coverage of no less than \$1,000,000 for each occurrence, with combined single limit bodily injury and property damage. RHS shall be named as an additional insured in such policies of insurance. Exhibitor's application and signature warrants that it has current insurance coverage of the amount and kind described above. Exhibitor must provide a certificate of insurance evidencing this coverage to RHS at time of application. The exhibitor shall provide 30 days written notice to RHS prior to cancellation of insurance coverage. Exhibitor acknowledges that RHS does not maintain insurance covering the exhibitor's property and this is the sole responsibility of the exhibitor to obtain appropriate insurance, including business interruption and property damage insurance, covering such uses by the exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to, with, and in transit from the confines of the exhibit hall. Exhibitor assumes all risk of loss or damage of any kind related to property which it provides related to its exhibit.

## 21. SMOKING

No smoking is permitted inside the exhibit hall.

## 22. COMPLIANCE WITH LAWS AND EVENT RULES

Exhibitor, at their own expense, shall observe and comply with all laws, statues, ordinances, rules, and regulations of the Government of the United States and the State of California applicable local jurisdictions, the convention center, and the Event rules and terms and conditions herein. Failure to comply with applicable laws and Event rules may result in RHS evicting the exhibitor and/or denying the exhibitor the opportunity to participate in future RHS-sponsored events.

## 23. AMENDMENTS AND INTERPRETATION OF TERMS AND CONDITIONS

All of the above terms and conditions are hereby expressly made a part of and are to be construed as part of all space and applications. RHS shall have full power in their interpretation and enforcement and the power to make amendments thereto RHS considers necessary to make final decisions on points they do not cover for the proper conduct of the Event.

## 24. GOVERNING LAWS AND JURISDICTIONS

The agreement constituted by exhibitor's accepted application and including these terms and conditions shall be governed by California law and any dispute is subject to jurisdiction in the courts of California, Orange County, unless otherwise agreed in writing by the parties.

## 25. GIFT BASKET SAMPLES

Vendors are requested to provide product samples in a gift basket (\$50 value please) for attendee opportunity drawings. Baskets will be collected on opening day and displayed in the Hat District.

## 26. CODE OF CONDUCT

Exhibitor Demeanor: Exhibitors are expected to conduct themselves in a positive manner in their interactions with each other and the consuming public during and related to the event. If an exhibitor has any concern regarding the event, it must be addressed directly with the RHS employee producing the event after the Hat District has closed. RHS, in its sole discretion, reserves the right to cancel this agreement at any time and remove any exhibitor who disrupts the event through any inappropriate behavior.

## 27. NON-COMPETE CLAUSE

Use of RHS logo or RHS name must not be used on products without RHS approval prior to convention for the use of promoting unlicensed products.

## 28. BLACK HAT SOCIETY

Vendors may not display or sell rival Black Hat Society merchandise including but not limited to black hats and/or black apparel and accessories.