

# 2022 Light! Design Expo Agency Agreement

Please complete this form and submit it to Zakiya Johnson, [zakiya@lightdesignexpo.com](mailto:zakiya@lightdesignexpo.com) by Jan 14, 2022. The company name and the contact information provided will be used for the space sign, the event directory, event website, exhibitor list, and other identifying materials.

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**Location:** Pier 27, The Embarcadero, San Francisco 94111  
**Exhibitor Set Up:** Wednesday, July 20, 2022 from 2:00pm to 10:00pm  
**Show Date:** Thursday July 21, 2022 from 11:30am to 8:00pm | Exhibitor Access at 10:30am

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Agency Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_ Website \_\_\_\_\_

Agency Point of Contact \_\_\_\_\_

Name \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Social Media /Marketing Contact \_\_\_\_\_ Email \_\_\_\_\_

Person authorized to sign this agreement \_\_\_\_\_ Email \_\_\_\_\_

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I hereby authorize the Illuminating Engineering Society of San Francisco Section (“Event Management”) to reserve the following space(s) for our Agency and collect payment for spaces directly from our participating exhibitors.

**Rate:** \$2,500.00 per 8’x6’ space \_\_\_\_\_ number of spaces x \$2,500.00 = \$\_\_\_\_\_ Total

**Payment schedule is below. Please notify your participating manufacturers.**

- \$1000 deposit per space due upon submittal of this agreement due by Jan 14, 2022.
- Final payment due March 31, 2022 (invoiced 30 days prior)

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

By signing this agreement, you state that you have read and are informed of and agree to the terms and conditions on the following pages.

## **Terms and Conditions**

The following terms and conditions shall apply to this agreement and are binding upon the parties hereto:

### **1. Exhibit Space Assignments**

Exhibit space assignments will be made on a first-come, first-served basis and only on receipt of the required advance deposit. The entire amount is due based on the payment schedule on the face of this contract. Deposit and subsequent payments are not refundable. Payments not received per the payment schedule will result in space cancellation with no refund of previous deposit. If the event is cancelled for any reason, Exhibitor will receive a full refund only if Event Management receives a full refund of all fees.

### **2. Exhibitor Eligibility**

Exhibit spaces are open for sale to manufacturers of architectural lighting products and services. Event Management reserves the right to determine eligibility of Exhibitor for inclusion in the event, prior to or after execution of the agreement.

### **3. Exhibit Space**

Exhibit space includes: a 6'x 24" table, one chair (optional), and power (one 120 V 600 watt drop per space). If the Exhibitor requires more power, they should inform Event Management and additional fees may apply.

### **4. Sublet of Exhibit Spaces**

Exhibitors are not permitted to assign or sublet a space that is allotted to them by this agreement. Nor shall they exhibit or permit to be exhibited in their space any merchandise, logos or advertising materials which are not part of their company's regular products or services.

### **5. Exhibitor Food & Beverage**

Exhibitors are not permitted to serve or sell any food or beverages other than water to any event attendees during the event.

### **6. Use of Pier 27 Name**

Exhibitors are permitted to use the "PIER 27" name to announce the location of the event, but may not make any claims that Metro Shore Services is in any way sponsoring or hosting the event.

### **7. Exhibitor Setup Schedule and Electrical Power**

Exhibitor setup will be from 2pm- 10pm Wednesday, July 20, 2022 ONLY. No exceptions. No setup is allowed on event day, July 21, 2022. Testing of equipment MUST be completed during setup times. Assistance with electrical power will be made available during setup times. Additional power needs exceeding 600 watts must be requested at least 60 days in advance of event day.

### **8. Freight, Handling, Loading, and Unloading of Exhibit Materials:**

Pier 27's loading area is under Union Jurisdiction. Loading, unloading and transport to exhibit floor of exhibit materials will be provided by Alliance Nationwide Exposition. Fees for these services may apply:

There are three options for delivering your display materials to your Exhibit space(s).

1. Ship materials to Alliance's Advance Warehouse up to 30 days in advance. Alliance will bring materials to the assigned Exhibit Space. Fees apply: refer to Alliance's Online Exhibitor Guide.
2. Deliveries by personal vehicle or third-party delivery service to the designated Loading Area at Pier 27. Materials will be unloaded by Alliance and delivered to your assigned Exhibit Space. Fees apply: refer to Alliance's Online Exhibitor Guide.
3. Hand Carry: If an Exhibitor can carry the full contents of his/her booth materials in one trip by one person without the use of a hand truck, dolly, or wheels, he/she is free to hand carry the items in, at No Charge. Exhibitors choosing the Hand Carry option will be required to self-park and then bring in their materials through the main entrance of the Exhibit Hall.

All handling for exhibit materials sent to Alliance's Advance Warehouse as well as those unloaded at show site must be PREPAID at the Exhibitor's expense.

## **9. Exhibit Specifications and Building Permits**

Some exhibits may require a special building permit. Detailed requirements for exhibits that may require permits are explained in the Exhibitor Guide. Venue staff will assist you in obtaining any necessary permits. As part of your registration process as an Exhibitor, you will receive an Exhibitor Entry Form. On this form you must provide detailed information on your planned exhibit. All Exhibitors will be required to complete the Exhibitor Entry Form and submit to their Agency Exhibitor Coordinators.

## **10. Exhibit Breakdown Schedule and Requirements**

Breakdown on the day of the event, July 21<sup>st</sup> is from 8:00 PM to 11:30 PM. All exhibits must be completely vacated from the venue by 11:30 PM. Any items being picked up by carrier must be done within the same 8:00 PM to 11:30 PM window on July 21<sup>st</sup>. Removal and storage services are available from Alliance for additional charges- please refer to Alliance's Online Exhibitor Guide. The foregoing schedules are subject to any changes required by Pier 27.

Exhibits must be kept intact until the closing of the event on July 21, 2022 at 8:00 PM. Exhibitors are not permitted to break down exhibits before event closing time.

All exhibits and exhibit materials must be removed from the main exhibit area on the upper level of the Pier 27 building by 11:30 PM July 21, 2022. Exhibit materials not removed by that time will be declared abandoned and removed by Pier 27 at the Exhibitor's expense and disposed of at Event Management's discretion.

## **11. Event Hours**

Event hours are 11:30 AM to 8:00 PM July 21, 2022. Exhibitors have access to the building at 10:30 AM.

## **12. Indemnification**

Exhibitor agrees to protect, save and hold IES San Francisco and Pier 27 Indemnitees as defined below (IES San Francisco and the Pier 27 Indemnitees will be referred to collectively as the "Indemnitees") forever harmless for any damages or charges imposed for violation of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, and save, and hold harmless the Indemnitees against and from any and all losses, costs, or damages, from or out of or by reason of said Exhibitor's occupancy and use of the event premises, or any part thereof. Watchmen will be furnished, but the furnishings of such watchmen will not be deemed to affect the non-liability of this section of agreement. It is recommended that Exhibitors take individual precautionary measures such as securing easily transportable articles of value and their removal to a place of safekeeping after exhibit hours or while the exhibit space is not manned. It is further agreed that all material brought by the Exhibitor is the responsibility of the Exhibitor and that event management hereby disclaims all responsibility for these articles. The parties hereto acknowledge that the forgoing disclaimer of liability has been negotiated between the parties and is reflected in the charges applicable to this agreement.

## **13. Insurance Requirements, COI**

Exhibitor agrees to provide at least 60 days prior to the event date the following insurance policies for the event dates of July 20-22, 2022 as applicable, with the following coverages and limits:

Commercial General Liability. Exhibitor will procure commercial general liability insurance coverage of not less than \$2,000,000.00 per person and per occurrence.

The insurance policies will name Nautilus International Holding Corporation and Affiliated Entities (Metro Ports, Metro Cruise, Metro Shore, Metro Risk Management), the City and County of San Francisco, the San Francisco Port Commission, and their officers, agents, employees, and representatives (the "Pier 27 Indemnitees") as additional insured for all policies. Exhibitor shall cause each insurance policy identified above to contain a waiver of subrogation for the benefit of the Pier 27 Indemnitees.

Insurance policies can be emailed to [zakiya@lightdesignexpo.com](mailto:zakiya@lightdesignexpo.com).

## **14. Workmen's Compensation Laws**

Exhibitor must be aware of and in compliance with all federal and state workers compensation laws and regulations.

## **15. Postponement or Cancellation of Event**

In the event of postponement of the event for any cause, it is agreed that Event Management shall have a period of 90 days from the postponement date to reschedule and reproduce the event but only if Event Management has the right to reschedule such event under its agreement with Pier 27. If the event is rescheduled and reproduced

within this period, it is agreed that all aspects of this agreement remain intact and that the Exhibitors will reschedule their exhibit to participate in the rescheduled exposition. If the event is cancelled as a result of a Force Majeure, the Exhibitor will be refunded their deposits and any monies paid toward the exhibit registration fee with the exception of \$200 which will be forfeited.

**16. Photography and Use Rights**

Exhibitor permits Event Management and Pier 27 to photograph and/or film the event for their own marketing purposes. The rights to such photographs and/or film shall remain with Event Management and/or Pier 27 with no expected compensation to Exhibitor.

**17. Agreement to Abide by Contract Terms**

Each Exhibitor for themselves, agents and employees, agrees to abide by the Contract Terms & Conditions as published by Event Management and Pier 27 Policies and Procedures, a copy of which is attached hereto and incorporated by reference.

**18. Limitation of Liability**

The Event Management will not have any liability to Exhibitor for any loss suffered by Exhibitor which arises out of any action, omission, or error in judgment of the Event Management.

**21. Agreement and Changes or Amendments**

This Agreement constitutes the entire agreement between the parties with respect to the event rental that is the subject of this Agreement. Any modification, change or amendment of this Agreement shall be between the parties.

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