



## **BAZAAR EXHIBITION AGREEMENT MAS CON LA 2023**

### **TERMS & CONDITIONS**

The 26th Annual MAS Convention Exhibition Bazaar (“Bazaar”) is held by the Muslim American Society (“MAS”). The Bazaar is scheduled to be held in Exhibition A at the Ontario Convention Center, located at 2000 E Convention Center Way, Ontario, CA 91764 (“Facility”) on November 23-25. “Exhibitor” means, collectively, the entity that is applying to exhibit at the Bazaar, the authorized representative of that entity who is executing this contract on its behalf and, where applicable, that entity’s officers, employees, contractors and agents.

#### **1. AGREEMENT**

After the Exhibition space contract is reviewed, accepted and processed by MAS, exhibitor will be issued a confirmation letter which, in conjunction with and subject to the terms of this contract, grants an exclusive, non-transferable license to only use a specifically assigned space at the Bazaar within the guidelines of the rules & regulations and for the exclusive purpose as defined in the herein agreement. MAS reserves the right to reject applications, terminate contract, and/or cancel booth(s) reservation with or without cause at any time prior to or during Bazaar if in the best interests of MAS and/or Bazaar.

#### **2. FEES & CANCELLATION**

Payment for all fees in full is due upon reservation. Full refunds will be issued for cancellations made by Exhibitor prior to October 1st. From October 1st to October 15th, only a 50% refund will be issued. No refunds will be issued after October 15th. No refunds will be issued to Exhibitors who violate the terms of this agreement.

#### **3. ASSIGNED BOOTH**

The assigned 10 foot by 10 foot space includes a single booth defined by (1) draped backdrop, (2) small draped dividers, (1) company I.D. sign, (1) 8 foot draped display table, (1) wastebasket and (2) chairs. Exhibitors may not move from an assigned booth to another booth, assume additional booth space, or move booth tables, chairs, drapes or accessories from and between other booths without a properly authorized ‘booth change’ form. Booths must be set up and dismantled according to the schedule which will be provided in the ‘Booth Space Confirmation.’ All displays must be confined to the booth and cannot obstruct the view or access of surrounding displays. Any demonstrations, discussions, or other activities must be confined to the booth. Audio, video, and multimedia equipment will be monitored by Bazaar personnel to ensure that a comfortable sound level is maintained. Any exceptions must be requested 30 days prior to the Bazaar. MAS reserves the right to modify or relocate Exhibitor’s space at any time if in the best interests of the Bazaar.

#### **4. EXHIBITOR UTILITIES & ADDITIONAL SERVICES**

Exhibitor is responsible for placing all electrical and utility orders directly with the Electrical & General Services contractors by the Convention center..

#### **5. RESTRICTIONS**

No food or beverages may be sold in the Bazaar or given away free with the exception of pre-approved vendors by the Convention team. Those exhibitors without prior authorization or found to be selling food or beverages will have their exhibit closed. There is zero tolerance for this. Fireworks and any other incendiary devices & helium are expressly prohibited. Fuel tanks or heating appliances such as microwaves, ovens, etc. are also prohibited. Any literature (fundraising or otherwise) is restricted



to the assigned booth and must be pre-approved in writing by MAS. Solicitation of any kind by any exhibitor or group (for-profit or non-profit) is expressly prohibited outside of the assigned booth.

## **6. CODE OF ETHICS**

Exhibitors and their staff are expected to follow Islamic standards of behavior & ethics when dealing with customers & soliciting business. Products or services sold or displayed/demonstrated in actual, kind or in printed or audio-visual matter must meet Islamic standards that MAS wishes to observe. MAS reserves the right to terminate the Contract and therefore close any exhibit and eject any exhibitor or exhibitor's staff immediately from the Bazaar and Facility who/which participate(s) in illegal or un-Islamic activities of any kind, is/are involved in any way with disruptive or dangerous activities, violate(s) any of the terms or conditions of this agreement, or do(es) not immediately comply with instructions given by the MAS Bazaar coordinator. Exhibitors are responsible for any costs and damages associated with contract termination and/or removal from the facility.

## **7. INDEMNITIES AND LIMITATION OF LIABILITY**

Exhibitors and their staff indemnify and hold harmless the Muslim American Society and its staff, volunteers & agency's from and against all cost, damages judgments or legal expenses which may arise from this agreement, set-up, exhibition, participation or dismantling activities during, before, and after the convention. Exhibitor also assumes all risks of loss, injury, theft or damage of any kind or nature whatsoever to any exhibit or component thereof; including but not limited to goods, merchandise, cash, records, or any other property. Further, exhibitors are expressly bound, at their expense, to repair any damage that they may cause to the Bazaar fixtures or the Ontario Convention Center through unauthorized modifications or movements or their exhibit.

## **8. INSURANCE**

The exhibitor understands that neither MAS nor the Ontario Convention Center maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance. Exhibitors are advised to carry adequate insurance coverage for all property of the Exhibitor, insuring against loss by all risks. Exhibitor agrees to furnish evidence of such insurance upon request by MAS. Exhibitors and their staff indemnify and hold harmless the Ontario Convention Center and their respective agents against any claim or expenses arising out of the use of the exhibition premises. Exhibitor hereby waives all rights of subrogation against MAS and the owner and manager of Ontario Convention Center. Exhibitors should take precautionary measures, such as the securing of small or easily portable articles of value.

## **9. OBSERVANCE OF LAWS**

Selling, marketing, or distributing unauthorized or illegally produced materials is strictly prohibited. Any and all exhibitors found with pirated media programs, or, contraband goods, or, any other illegal products will have their goods confiscated, they will forfeit their Bazaar space, and, they will immediately be escorted out of the Bazaar. MAS bears no responsibility or liability for loss or damage of any sort if exhibitors are found with illegal programs or products. Exhibitors shall observe all applicable laws, rules and regulations, and ordinances of any applicable government authority and all rules of the facility.

Each party shall abide by and observe all applicable laws, rules and regulations, and ordinances of any applicable government authority and all rules of the facility. Furthermore, Exhibitor releases and discharges MAS and its officers, directors, employees, agents, independent contractors and representatives from any and all liabilities arising out of, or in any way related to, the selection, rejection, or removal of Exhibitor to or from the facility and enforcement of the Agreement.

## **10. AGREEMENT TO TERMS, CONDITIONS, AND RULES**

Exhibitors agree to observe and abide by the foregoing terms, conditions, and rules, and by such additional terms, conditions, and rules established by MAS from time to time for the efficient and safe operation of the Bazaar, including, but not limited to, those contained in this Agreement. The terms and conditions in any attachment, like Bazaar map and classification, to this



contract are part of this contract. There is no other agreement or warranty between the Exhibitor and MAS except as set forth in this document and any addenda/exhibits hereto. The headings used in this Agreement are for organizational purposes only and

are not to be used in the interpretation of the substance of this Agreement. The rights of MAS under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of MAS.

**11. GOVERNING LAW**

This Agreement is governed by the laws of the State of California without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Exhibitor irrevocably consents to the personal jurisdiction of the state and federal courts located in San Bernardino, California. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

**12. AUTHORIZATION**

As an authorized agent of this business or organization, I have read and understood this contract and agree to abide by its terms and conditions. By signing below, I hereby acknowledge that I fully understand, read, and agree to the Terms and Conditions of this Agreement, and am authorized to execute this Agreement on behalf of the Exhibitor.

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Authorized Signature

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Printed Name

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Date