

2025 Starr Pass Show

Jan. 30 (Thurs) – Feb. 16 (Sunday), 2025

www.StarrPass.Show

Email application to: Lowell@StarrPass.Show

Zelle Payment: Lowell@StarrPass.Show

(804) 291-6357 ← Text Only

Your Name
Company Name
Mail Address
Mobile Phone in the USA
Email
Website
What do you sell?

TENT ONLY – ELECTRICITY AND TABLES ARE <u>NOT</u> INCLUDED	Price	Qty	Total
20' x 20' = 400 square feet (6,1 meters x 6,1 meters = 37 square meters)	\$ 5,000		\$
20' x 40' = 800 square feet (6,1 meters x 12,2 meters = 74 square meters)	\$ 9,000		\$
20' x 60' = 1,200 square feet (6,1 meters x 18,3 meters = 111 square meters)	\$14,000		\$
40' x 40' = 1,600 square feet (12,1 meters x 12,2 meters = 146 square meters)	\$17,000		\$
40' x 60' = 2,400 square feet (12,2 meters x 18,3 meters = 223 square meters)	\$28,000		\$
Optional 8' x 30" tables (2,4 meters x ,76 meters) – or rent your own	\$50		\$
Optional On-site parking pass (But it is best to leave parking spaces for your customers!)	\$150		\$
Total			\$
Payment Due in Full		Full Payment Due After Due Oct 31, 2024	
		\$	

BALANCE DUE OCTOBER 31, 2024

If applying after October 31, 2024 then payment must be made in full.

I have read both sides of this contract and agree to all terms and conditions therein.

Signature

Date

For Lowell's Use Only:

Date received:	Comments:
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Contract for Participation in the 2025 Tucson Starr Pass Show

1. **Organization:** Starr Pass Show, LLC, PO Box 2274, Glen Allen, VA 23060, the "Organizer". Email: LowellCarhart@yahoo.com

2. **Location, Dates, Hours:** 1114 S Farmington Road, Tucson, AZ 85745. January 30 (Thursday) through February 16, 2024 (Sunday), 10 am to 6 pm daily. Vendor access is 60 minutes before and 30 minutes after each show.

3. **Application for Participation:** Application is made by completing this contract and e-mailing it to LowellCarhart@yahoo.com. You will receive an email invoice upon which payment will be required within 3 days to complete your application. The Vendor herewith agrees to accept all rules, regulations, terms and conditions of the show as being valid for himself / herself and employees. The Vendor accepts full responsibility, and is liable for any and all actions of any employees, or any persons sharing Vendor's assigned selling space.

4. **Conditions of Application:** The hire of exhibition space is for the entire duration of the Show. Upon application acceptance, the Organizer herein grants revocable license to use the exhibition booth assigned, subject to these terms and conditions. The Organizer makes no representations or warranties except as expressly set forth herein. The license granted is revocable by Organizer in the event Vendor shall violate this agreement.

5. **Tent Assignment:** Where feasible, the Organizer will assign the location requested by the Vendor. However, the Organizer reserves the right to change original space assignments if deemed to be in the best interest of the Show or for circumstances beyond the control of the Organizer.

6. **Admission requirements:** The Organizer reserves the right to determine Vendor eligibility for inclusion in the Show as well as accept admission of the Vendor's items for exhibition. Applicants cannot legally claim the right to participate in the Show and applications may be turned down by the Organizer without providing a reason. Admission granted can be withdrawn by Organizer if the required prerequisites can no longer be fulfilled and all deposits returned.

7. **Contract of Hire:** The contract of hire between the contractual partners (the Vendor and Organizer) becomes valid when full payment is received. Organizer shall have full power to interpret the rules, terms and conditions of this contract to make such ruling as may be deemed by the Organizer to be in the best interest of the show. During the show, due to its temporary nature on facilities which are not regularly operated by the Organizer, various unknown and anticipated contingencies may arise, and the Organizer reserves the right to interpret the relative rights of the parties in the light of such unanticipated circumstances and/or contingencies.

8. **Conditions of Payment:** A 50% deposit shall be paid within 3 days of application submission. The remaining balance must be paid by October 31, 2024. Tent numbers will not be assigned until a 50% deposit is received. If a Vendor has a history of late payments, then 100% of the show fee will be due with application. Returned checks are subject to a \$35 service charge. No foreign checks.

For wire transfers email LowellC@StarrPass.Show for bank information. Expenses incurred by Organizer on behalf of Vendor will be deducted from deposit. This includes tent damage fees, clean-up fees, fines, etc.

The Organizer will endeavor to email a payment reminder to the Vendor one month before the balance is due. However, it is the Vendor's responsibility to comply with the contract terms. ALL payments received electronically or by mail after due date are deemed as late and subject to a **\$200 late fee**, loss of discounts, credits, privileges and are also subject to cancellation without refund. **Set up will not be permitted until balance is paid in full.**

9. **Vendor Cancellation:** Unforeseen circumstances can arise that will prevent a Vendor from attending the show as planned. Therefore, release from contract is possible by email request, and refunds subject to the following schedule are available **only** to Vendors who have submitted the 50% minimum deposit:

Before 7/1/24:	Full Refund
Before 8/1/24:	100% of amount paid less \$200
Before 9/1/24:	75% of amount paid less \$200
Before 10/14/24:	50% of amount paid less \$200
10/15/24 or later:	No Refund

A booth cancellation beyond 10/15/24, including "no show" will result in vendor responsibility to pay the entire booking fee as contracted. Participation in any show will be contingent upon finalizing all outstanding financial obligations.

10. **Forfeit:** If the allocated tent has not been claimed by 6pm, Wednesday Jan 29 the space will be considered forfeit and the Organizer entitled to use or assign space otherwise. No refund will be made. It is the Vendor's responsibility to keep their booth clean and neat before, during, and after the show.

11. **Check in and Set-up:** Monday — Wednesday (Jan 27 — 29) between 9am and 6pm. There are no lights on-site to allow later set-up.

Vendors may request earlier access for a fee. The fee is \$400 / day divided by the number of dealers requesting early access. The fee covers security and insurance.

12. **Break-down:** Monday — Wednesday (February 17 — 19) between 9am and 6pm. Security is not provided after Wednesday, February 19.

13. **Clean up:** Vendor must remove all trash in his/her selling space and place it into the dumpster. Failure to comply will result in a \$250 cleaning fee to be deducted from your deposit. Vendor shall be subject to financial liability for the repair or replacement of any damages or equipment losses caused by Vendor and/or any labor involved in clean-up or uncontained trash.

14. **Safeguarding, Security measures:** The Organizer will endeavor to provide overall security of the exhibition, but Vendor agrees to exempt Organizer from liability for any and all loss or damage incurred. It is inevitable that losses will occur, especially to theft. Vendors must ensure that their exhibition stand/booth and items exhibited are properly safeguarded during exhibition hours, during set-up / break-down, and overnight. The Vendor agrees that the Organizer is not responsible for the safety or loss of Vendor's merchandise at any time.

15. **Insurance:** Vendor is 100% responsible for any and all risks implicit or explicit in Vendor's participation in the Show. Vendor agrees to hold Organizer, its owners, employees, agents, or guests 100% blameless from any and all claims arising from loss, robbery, burglary, pilferage, vandalism, fire, water damage accident, negligence or other cause, regardless of how act or omission generates such claim or claims.

The Organizer cannot insure Vendor merchandise. Therefore, the Vendor is 100% responsible for all damage and losses of any kind such as, but not limited to theft, burglary, fire, flood, rain, vehicle accidents, lightning, animals, human activity of any kind, etc. You must insure your own merchandise. Contact organizer for suggested insurance companies.

16. **Liability:** Vendor agrees to indemnify and hold harmless Lowell Carhart, Starr Pass Show, LLC, the land owner, and any agents, representatives, and employees from any and all charges, claims and causes of action, including by 3rd persons, agents, contractors, representatives, and employees of Starr Pass Show, LLC based upon or arising out of any damages, losses, expenses, charges, costs, injuries or illness, including death, sustained or incurred by such person or persons resulting from or in any way, directly or indirectly, connected with the performance or nonperformance of this agreement.

Stated simply: Vendor agrees to not sue anyone for any reason for any event or action arising from being a Vendor at the Starr Pass Show.

17. **Sales Tax:** Vendors must collect sales tax on retail sales.

18. **Cancellation / Postponement of the Show:** If, due to circumstances beyond the Organizer's control or in the case of force majeure (e.g. fire, bomb threat, blizzard, flood, terrorism, quarantine, etc.), it becomes necessary to close or postpone the date of the Show; this will not entitle Vendors to a release from contract or to a reduction in hiring fees. Vendor shall hold Organizer harmless against all other claims and liabilities to Vendor whether arising from expenses incurred, to be incurred, loss of anticipated profit or otherwise.

19. **Rain:** This event takes place inside tents. Therefore, roof leaks are highly likely in adverse weather. Items subject to water damage should be elevated off the ground, placed in waterproof containers, covered with a tarp, etc.