

# **RULES AND REGULATIONS**

## **WMHA (FMCA) INDIO RALLY**

These rules and regulation become a part of the contract between each vendor or exhibitor and Western Motor Home Association (WMHA) of Family Motor Coach Association (FMCA).

### **I. GENERAL**

- A. Refunds for booth space will be made if the cancellation is made in writing before December 1<sup>st</sup>. After that date refunds will be at the discretion of WMHA.
- B. No exhibitor shall assign, sublet or apportion the whole or any part of the space allotted herein without the written consent of the WMHA. Exhibitors may not invite other vendors to share their booth unless that fact is spelled out on the original or amended application.
- C. All goods displayed must be RV related or of interest to RV owners. Exceptions will be made for local interest items.
- D. All exhibitors must be members of FMCA. This can be any form of membership, Commercial, Family or Life. .
- E. All exhibitors that sell tangible personal property must have a valid State of California resale certificate and number.
- F. Exhibitors will be expected to arrive with the following supplies:
  - 25', 3-wire extension cord
  - Plug-in strip
  - Gaffers (duct) tape
  - All necessary hardware and tools to set up booth.
- G. Weight limit for delivered packages is 70 lbs.
- H. No PALLETED merchandise will be accepted at the fairgrounds.
- I. No forklift service will be available for the exhibitors.
- J. Because of experiences we have had in the past, we recommend that merchandise stored in booths in the Taj Mahal not be stored directly on the floor. If there is a heavy rain, water may pool on the floor.

### **II. DEADLINES**

- A. All booths must be fully paid for by December 10<sup>th</sup>, or the space will be sold to exhibitors on the waiting list.
- B. The State of California demands that we submit a list of exhibitors and their resale permit numbers by December 10.
- C. All other information (FMCA#, Personnel Names, Insurance Rider, etc.) must be received by December 10.
- D. Booth setup hours: Wednesday, 9:00 AM to 4:30 PM and Thursday, 9:00 AM to 4:30 PM.
- E. Booths will be open to the public 9:00 AM to 4:00 PM, Friday through Sunday. Exhibitors will be allowed to enter the exhibit area 8:15 AM each day and will be expected to leave as soon as the building has cleared.

### **III. INSTALLATION AND REMOVAL**

- A. All booths must be set up by 4:30 PM Thursday.
- B. Outside exhibitors must have display unit(s) in place (parked) by NOON on Wednesday.
- C. Exhibitors must check in by noon on Thursday, or they will be considered a no-show and the booth will be sold to exhibitors on the waiting list. Except outside exhibitors.
- D. All tables and chairs must be ordered in advance.
- E. Except for restocking, no exhibitor may set up or remove material during show hours.

- F. Move-in, Move-out. Booth exhibitors who begin to tear down or bring out boxes before 5:00PM Sunday, will be subject to a fine of not less than \$300 per booth and may be prohibited from participating in future shows.

#### **IV BOOTH INFORMATION**

- A. Nothing shall be attached to any of the pillars, walls, tent walls, floor or existing fixtures without the permission of the WMHA. If the premises are defaced or damaged by any act of negligence of any exhibitor, their agents, employees or guests, the exhibitor will be responsible for the restoration of the premises either by personally restoring or by paying such sum as shall be deemed necessary for restoration to original condition.
- B. No exhibit shall be removed from the show before the close of exhibits on the last day to the show except with the permission of the WMHA.
- C. All material may start to be removed from the Taj Mahal and Taj Matent at 5:00 P.M. Sunday. No security will be provided after that time.
- D. ALL PERSONAL PROPERTY ITEMS SUCH AS TABLES, CHAIRS AND DISPLAYS MUST BE MARKED WITH THE NAME OF EXHIBITOR'S COMPANY.
- E. BOOTH HEIGHT. The rear booth partition must not exceed eight feet in height. Side partitions on booth may be eight feet high or third the depth from the back of the booth (3'4") but the remainder of the partition must be no higher than three feet. No partition across the front of the booth may be higher than three feet except for draped-to-the-floor counter-height tables of glass showcases. All surfaces exposed to an aisle or other booths must be of a finished nature, either by draping or a decorative panel.
- F. When a canopy is used it may be supported at the corners by something no larger than the canopy tubular frame and the canopy must be erected so as to allow an unobstructed view of neighboring booths. Items may not be hung on the frame that blocks the view of adjacent booths.
- G. WMHA may request changes in the method of display if it is objectionable to an adjoining exhibitor under the above rules.

#### **V. LIVE IN AND DISPLAY COACHES**

- A. All exhibitor owned coaches parked on the fairgrounds are subject to a live-in fee.
- B. Live-in parking placement is at the discretion of the parking crew and the exhibitor service personnel are unable to effect any changes or special accommodations so please don't ask them.
- C. All handicapped parking must be indicated on the application. Changes to handicapped status will not be available once the exhibitor has arrived at the fairgrounds.

#### **VI. OUTSIDE OPERATIONS**

- A. No merchandise may be sold or advertised on the premises except by those paid exhibitors officially exhibiting at the show.
- B. No exhibitor may conduct sales or advertising operations at any location except their assigned booth; this includes their motorhome in the live-in area. The exceptions to this are those exhibitors who, as part of their business, conduct service, installation and repair operations.
- C. No one who is not an official exhibitor may conduct sales, service, installation or repair operations on the fairgrounds without permission of WMHA.

#### **VII THE LEGAL STUFF**

##### **A. RESTRICTIONS**

1. The WMHA reserves the right to restrict exhibits which, because of noise, mess or for any reason, become objectionable and also to prohibit or evict any exhibit which, in management's judgement, may detract from the character of the show.

2. Any exhibitor who disparages products or personnel of another exhibitor, makes false representations of any kind, violates patents or copyright or conducts any illegal or fraudulent actions will be evicted from the show immediately. In the event of such restrictions or evictions, show management will not be liable for refunds of any kind.

#### **B. LIMITATIONS AND LIABILITY**

1. The exhibitor covenants to indemnify and to save harmless Western Motor Home Association (WMHA) and Family Motor Coach Association (FMCA), the show sponsors, its show director, chapter and national officers and service contractors from and against any and all claims, demands, cause of action, suits, or judgments (including any attorney's fees, costs, and expenses incurred in connections therewith) for death or injuries to persons or loss or damage to property arising out of or in connection with the use and occupancy of the exposition area or the demised exhibit and display space or spaces by the exhibitor, his agents, servants, employees, contractors licensees or invitees and not caused by the negligence of its officers, agents employees and servants. In the event of any suits filed, WMHA shall give the exhibitor prompt written notice, by certified mail, to the address stated on the contract, of such claim or suit, and the exhibitor shall have the right to defend or settle the same to the extent of his interest hereunder.
2. WMHA shall not be responsible for any failure to perform any of its obligations hereunder in the event the premises in which the show is to be held becomes, in the sole judgment of WMHA, unfit for occupancy as a result of strikes, lock-outs, or acts of God, inability to obtain labor of materials, government action, war, civil disturbance, fire, unavoidable casualty, or other causes, whether similar or dissimilar, beyond the control of WMHA and which cannot be overcome by due diligence. In the event of termination by WMHA because of the aforesaid causes, the exhibitor expressly waives such liabilities and releases WMHA of and from all claims for damages and agrees WMHA shall have no obligation to the exhibitor except of refund to the exhibitor the fee paid for the show less a proportionate share of all expenses incurred by WMHA for the show.
3. It is further expressly agreed and understood that the show, its sponsors, its director, and WMHA chapter officers shall not be held responsible for any loss or damage or injury to any property belonging to exhibitors, their agents, contractors and employees while the said property is in the exhibit area, or at any other time or place.
4. The owners of the property on which the show is held will not be responsible for injury, loss or damage that may occur to the exhibitors, or the exhibitor employees, agents, servants or invitees from any cause whatsoever, prior to, during or subsequent to the period covered by the show, except for FMCA's sole negligence.

#### **C. INSURANCE**

1. Each commercial exhibitor and service contractor must be covered by a Comprehensive General Liability insurance policy providing limits of at least \$1,000,000 combined limit for bodily injury and property damage per occurrence including products/completed operations coverage. Neither the facility, FMCA or WMHA, nor any of its service contractors, will be responsible for loss or damage to any property of commercial exhibitors or service contractors while in transit or on the event site. Commercial contractors must carry their own insurance at their own expense and provide an insurance certificate to FMCA containing FMCA as additional insured. Failure by exhibitors and service by FMCA to request or review certificates of insurance shall not be deemed to constitute a waiver of FMCA's right or exhibitor or contractor's obligations hereunder.