

Please read all the above before you submit this form

## **CONTRACT & APPLICATION**

### **SHOW RULES, POLICIES, PROCEDURES:**

- 1) Applicants for table space must be at least 18 years of age. Applicants under 18 years of age must have a signature from a parent or legal guardian.
- 2) The re-sale or transfer of tables from the original owner is not permitted and will not be honored by Tenth Inning Productions LLC.
- 3) Refunds on table fees will not be made unless the table is resold by Tenth Inning Productions LLC.
- 4) Tenth Inning Productions LLC will permit only dealers of record for this show to sell inside or outside the facility. Anyone found illegally selling on the property will be subject to removal from the property and/or prosecution. Booth “sharing” is not permitted without prior written approval by Tenth Inning Productions LLC.
- 5) Dealers must provide their own table coverings for the show.
- 6) The registered dealer is expected to be at the show for the entire show or have a working representative working there for them.
- 7) Badges will be supplied for dealers and must be worn always.
- 8) A booth/table reservation entitles the dealer to 2 badges per booth/table reservation.
- 9) Each dealer is required to follow all state, federal and local laws regarding taxes.

- 10) Dealers are required to have and display a CA state sales tax certificate. Each dealer is responsible for complying with all federal, state and local laws, including those regarding required tax licenses and payments.
- 11) The dealer assumes the responsibility of his/her own insurance coverage.
- 12) Dealer may not sell any misrepresented, forged, stolen, or counterfeit merchandise of any kind. If a dealer is found doing so they can and will be removed from the show.
- 13) Neither Tenth Inning Productions LLC nor the facility where the show is taking place are to be held responsible for the damage or loss of any material or an injury or loss to any person for any reason.
- 14) Dealers are expected to dress, present and conduct themselves in a professional manner always. Dealers are expected to keep the booth/table areas clean always. Only dealer- related handouts are permitted inside or outside the show facility. No barking or amplification systems by the dealer are permitted. Violation of any rules may be cause for the immediate removal of the offender from the show without prior warning or refund. Violation of any rules may be cause for the immediate removal of the offender from the show without prior warning or refund.
- 15) Tenth Inning Productions LLC reserves the right to deny a table rental to any individual for any reason without explanation.
- 16) No soliciting of any kind of any other sports card, collectibles and/or memorabilia show is allowed inside a Tenth Inning Productions LLC show, unless approved by Tenth Inning Productions LLC.

- 17) Tenth Inning Productions LLC will not permit the sale, trade, or display of any material deemed to be unlicensed and/or unauthorized by Major League Baseball, the Players Association, including teams or individual players. This proscription applies to all other sports and non-sports material as well. The dealer is responsible for furnishing copies of licensing agreements and/or authorizations as may be requested by Tenth Inning Productions LLC or other appropriate licensing entities.
- 18) Tenth Inning Productions will not permit gambling devices, games of chance, slot machines, or any other activity defined primarily as gambling, at the show; no material considered offensive, lewd and/or distasteful may be displayed or sold. Any materials deemed not appropriate for sale by Tenth Inning Productions LLC must be removed immediately. Failure to comply may result in loss of booth rights and/or any applicable deposits or show rent.
- 19) Dealers will not bring current or former professional athletes as booth assistants or to provide photographs/autographs at this show, unless approved in writing by Tenth Inning Productions LLC (30 days) prior to the show.
- 20) No items may be attached or affixed to painted, papered or wood surfaces in the facility.
- 21) All dealer booths must be closed promptly at the listed show closing times each day.
- 22) Tenth Inning Productions LLC will notify the dealer of show set-up times and show hours prior to the show dates.
- 23) Tenth Inning Productions LLC reserves the right to deny or cancel a booth rental, or to not issue a dealer badge to any individual without providing a reason for the denial.

- 24) Neither Tenth Inning Productions LLC nor venue, their owners, officers or employees, agents and contractors are liable for stolen, lost, or damaged material, nor injury or loss to any person for any reason.
- 25) Tenth Inning Productions LLC reserves the right to establish additional rules, policies, and procedures for the show as it deems proper and necessary. The dealer agrees to accept all rules, policies, and procedures established by Tenth Inning Productions LLC.
- 26) The terms specified on this form are part of a legal binding agreement between the registered dealer named on the following page and Tenth Inning Productions LLC. The dealer, through submission of this application form, agrees to abide by all show rules, policies, and procedures, and to accept the responsibility for compliance of same by all members of his or her party throughout the duration of this contract.

**PLEASE READ ALL OF THE ABOVE CAREFULLY BEFORE YOU SUBMIT YOUR BOOTH APPLICATION & CONTRACT FOR THIS SHOW! Intending to be legally bound, the undersigned accepts the above terms and conditions.**

Terms specified on this form are deemed as a contractual agreement between Tenth Inning Productions LLC and the Registered Dealer.

By submitting this form the dealer agrees to all rules, policies and procedures stated on this form.

Signature: \_\_\_\_\_

Register Dealer: \_\_\_\_\_ (Print)

Name: \_\_\_\_\_

TradeName: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Payment in full is due to reserve table(s) along with completed form.**

**PayPal @tenthinningpro**

**6 Ft Table \_\_\_\_\_ \$250**

**Return Form To:**

Tenth Inning Productions LLC; Attn: Dealer Registration

2872 Ygnacio Valley Road, Suite 260, Walnut Creek, CA 94598

Show Date:

**February 25 & 26, 2023**

Email to: **[info@eastbaycardshow.com](mailto:info@eastbaycardshow.com)**;

Call: 415-470-2670