

EXHIBITOR TERMS AND CONDITIONS

1. Payment in full is the only guarantee of booth space(s) and/or virtual goody bag participation.
2. Payments are final, and no refunds will be issued.
3. Except by written consent of In Motion, Inc., the Exhibitor cannot sublet or share booth space(s) with any unauthorized person(s) and/or company(ies).
4. Booth display must occupy assigned booth space(s) only and not encroach into the aisles or other booths. In addition, loud noises, including but not limited to amplified music and PA systems may not be played.
5. Leafleting anywhere outside designated booth space(s) is not permitted.
6. No booth changes will be made on site.
7. Exhibitor grants all rights to use photographs of the event to In Motion, Inc. and its assignees.
8. Exhibitor must staff their booth(s) continuously during the listed event hours.
9. Vendors handling or selling any food product (including pre-packaged foods and energy bars) must have a valid City of San Diego Health Permit or Temporary Food Facility Permit for the duration of the event. To apply or for more information, call 858.505.6809.
10. Exhibitor-provided canopies must be fire retardant and display the fire-retardant certification seal.
11. No open flames, smoking, or pets are permitted.
12. In Motion, Inc. reserves the right to refuse this application for any reason whatsoever.
13. If, due to war, fire, strike, government regulation, public catastrophe, severe weather, global pandemic, or other cause, the event or any part thereof is prevented from being held, In Motion, Inc. shall determine to refund the proportionate share of unused funds or offer free booth(s) and/or virtual goody bag insert space at another In Motion, Inc. managed event and either will not be subject to challenge.
14. Exhibitor agrees to hold In Motion, Inc., its owners, agents, employees, affiliates, and sponsors harmless from any third-party claims from, or due to, the acts of the Exhibitor, its agents or employees, and/or for any loss and/or injury to people and/or property of any nature.
15. Exhibitor assumes all responsibility for loss, theft, or destruction of goods, or personal injuries to themselves, their agents, employees, representatives, or visitors ("loss") and will hold harmless In Motion, Inc. and its affiliates from all liability in connection with all of the above except if such loss is caused by or results from the negligence or willful misconduct of In Motion, Inc. or any of its agents, employees, or representatives.
16. Exhibitors must be insured and be able to provide proof of liability insurance if requested.
17. If selling items from their booth(s), the Exhibitor certifies that they have a valid State of California Seller's Permit and be prepared to provide the number if asked. For information about obtaining a State of California Seller's Permit, call 858.385.4700 or visit www.boe.ca.gov. Applications can be completed online, and there is no fee to apply.