EXHIBITOR AGREEMENT FOR TRPS FESTIVAL OF ROCK POSTERS 2026

This agreement is by and between The Rock Poster Society ("TRPS")

and_____("Exhibitor").

It does not constitute a rental of space but constitutes only a revocable license to use table space on the terms and conditions in this Agreement.

TRPS agrees to allow Exhibitor to use table space at the poster show known as the TRPS Festival of Rock Posters 2026 (the "Show") scheduled to take place on November 7, 2026 at the Hall of Flowers, Golden Gate Park, 9th and Lincoln, San Francisco, CA. In exchange for this space, Exhibitor agrees to pay TRPS the payment as set forth in the Application.

Use and Maintenance of Space / Rules and Regulations – Exhibitor agrees to use table space for the purpose of the exhibition and sale of merchandise, to keep such space open for exhibition and sale during the hours that the Show is open. Exhibitor agrees to maintain the table space in a clean and attractive manner and to abide by all fire, health, safety and other laws and regulations applicable to the use of such space. Exhibitor further agrees to abide by the rules and regulations announced by TRPS for the conduct and character of the Show and exhibits within the Show.

Warranties – As part of this Agreement, Exhibitor warrants and agrees as follows:

1. Exhibitor will not advertise or otherwise make any misrepresentation to anyone regarding the age, origin, or authenticity of any item for sale
2. Exhibitor will disclose any information known to Exhibitor about the age, origin, or authenticity of any item exhibited for sale upon reasonable request for such information
3. Exhibitor is solely responsible for misrepresentations, whether negligently or intentionally made, regarding the age, origin, or authenticity of any item exhibited for sale, and is fully responsible for obtaining all rights, permissions, licenses and clearances necessary for the use of any and all intellectual property, including copyrights and trademarks, in connection with any exhibited item created by Exhibitor
4. Exhibitor will not sell items with generative AI images.

Termination – Exhibitor agrees that TRPS has the sole right to terminate this Agreement at any time for any reason deemed appropriate by TRPS. TRPS shall further have the right to remove furnishings, equipment, merchandise, etc. of such exhibit from the premises immediately.

Table Assignment / Employees and Agents – Table assignments are at the sole discretion of TRPS, and Exhibitor agrees to accept the table assigned. Exhibitor agrees to supply TRPS in advance of the Show with the names of all employees, agents or persons that will be working in or using the table space.

Assumption of Risk / Indemnification – Exhibitor assumes the risk of any loss, damage or theft to its property or to any person on or about the booth space in its employ or at its authorization or invitation. TRPS shall not be responsible for any such loss. Exhibitor agrees to indemnify and hold harmless TRPS for any and all losses, injuries, lawsuits or other claims arising out of or connected with its use of the table space, any exhibit at such space or any sale of merchandise at the Show. Should a claim be brought against TRPS, Exhibitor agrees to defend TRPS at Exhibitor's cost.

Assignments – Exhibitor agrees that it will not assign the Agreement, or any benefits or obligations of the Agreement without prior written consent of TRPS. Any attempted assignment in violation of this provision shall be void.

No Partnership – Nothing contained in this Agreement shall constitute a partnership or joint venture between Exhibitor and TRPS. Neither party shall be deemed an agent or employee of the other.

Arbitration of Disputes – Exhibitor agrees that should there be a dispute between Exhibitor and TRPS arising out of this Agreement or a claim made arising out of the Exhibitor's use of their table space for the purposes of the exhibition and sale of merchandise as set forth in this Agreement, it will be decided by neutral, binding arbitration and not by Court action, except as provided by California law for Judicial Review of Arbitration proceedings. This arbitration shall be conducted in accordance with the California Rules of Court in a manner authorized by the California Code of Civil Procedure, Civil Code and the Rules of Court governing arbitration. The losing party shall pay all costs and fees of the arbitration, including the costs and fees of the opposing parties.

Miscellaneous – This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives and successors in interest of the parties hereto. Headings are for convenience only and not for use in interpretation of the Agreement. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity of any remaining provisions. No waiver by TRPS of any default of any of the terms and conditions of this Agreement shall be construed or operate as a waiver of any subsequent default of any of the terms and conditions. This is the entire agreement between Exhibitor and TRPS relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

I have read and agreed to the above terms and conditions.

Exhibitor_____ TRPS Representative _____

Date_____ Date _____