

Mehregan 2011

October 1 & 2
Lakeside Lagoon, Irvine
Orange County, California



July, 2011

Dear Mehregan Exhibitor:

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Thank you for your interest in the **15th Annual Persian Festival of Autumn (Mehregan)**, which will be held on Saturday and Sunday October 1-2, 2011 from 11:00 AM to 11:00 PM at the Hidden Valley/Lakeview Lagoon Park in Irvine, CA. We are very excited about this year Mehregan and are preparing for a more majestic celebration.

Mehregan is a celebration of nature, a festival of seasons, and the birthday of light. It commemorates the triumph of good over evil, warmth over coldness, light over darkness and knowledge over ignorance. For thousands of years Persians have celebrated Mehregan as a harvest festival. The colorful festival of Mehregan marks the beginning of autumn, which is a time to gain strength from the past and look to the future with love, compassion, and understanding.

Since 1994, volunteers from several non-profit organizations have gathered annually to create an extraordinary event that includes an array of activities such as arts & crafts, music, dance, children's activities, Persian cuisine, and much more. This festival celebrates Persian culture and diversity in the community. The number of participants has grown steadily over the years to close to 20,000 attendees each year. This year we expect that number to be even greater.

This is a wonderful opportunity for you to exhibit and showcase your products and services at the largest Iranian-American gathering in the USA.

Enclosed is the Mehregan **Exhibitor Registration Form** for your review. To reserve your exhibit space, complete and sign this form mail it to NIPOC / Mehregan with your payment. For your convenience, the schedule of fees is listed on the form. Please select the appropriate fee for your booth or tent type and insert the dollar amount on the form.

The Mehregan Organizing Committee reserves the rights to pre-assign booths or exhibit tents.

On behalf of all the volunteers of Mehregan Organizing Committee, we would like to thank you in advance for your support of this non-profit event and we hope to see you at the festival. For additional information regarding site layout, program and directions, please contact NIPOC or visit our web site at www.nipoc.org.

Best Regards,

Mehregan 2011 Organizing Committee

Reserve your booth now!



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Exhibitor Registration Form



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<i>Business Name:</i>		<i>Business Type:</i>	
<i>Contact Name:</i>		<i>Exhibit Type:</i>	
<i>Address:</i>			
<i>City:</i>		<i>State:</i>	<i>Zip Code:</i>
<i>Phone: ()</i>	<i>Fax: ()</i>	<i>Cell: ()</i>	
<i>Email:</i>		<i>Web Site:</i>	
<i>Exhibitor Display Name:</i>			
<i>Products to be Exhibited:</i>			
<i>S.S. or Tax ID (Required for city business license):</i>			
<i>CA Reseller's Permit # (If you plan to sell taxable items):</i>			

Quantity	Type	Unit Cost Before Sept 1 st	Unit Cost After Sept 1 st	Cost		# of Tickets per Day	Total Tickets
	Expo Tent (10'x10')	\$1,150	\$1,350				
	Bazaar Table (30" x 72")	\$700	\$850				
	Art Booth	\$200	\$400				
	Banner	\$100	\$125				
	Table (additional)	\$35	\$35				
	Chair (additional)	\$10	\$10				
	Electrical Ext Cord	\$30	\$30				
Total Cost:						Total Tickets:	

One table and two chairs are provided for each expo tent, and art booth. Two Chairs are provided for each bazaar table.
10%, 15%, or 25% discount for NIPOC Silver, Gold, or Platinum Business members

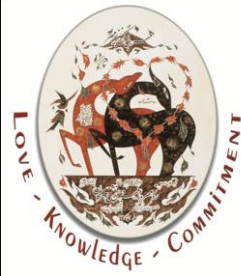
Agreed & Accepted by Exhibitor:

Name: _____	Signature: _____
Title: _____	Date: _____

Name: _____	Signature: _____
Received by Mehregan Representative	Date: _____

Payment By: Visa Master Card Check (please make checks payable to Mehregan-NIPOC)

CardHolderName: _____ CardNumber: _____ Exp.Date: _____



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Exhibitor Agreement



This Exhibitor Agreement (“Agreement”) is made by and between Mehregan Organizing Committee of Orange County (“Mehregan”) and _____ (“Exhibitor”)

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RECITALS

NIPOC will present the Mehregan, Persian Festival of Autumn (“Festival”) to be held at Hidden Valley/Lakeside Lagoon Park in Irvine CA

Exhibitor desires to exhibit at the Festival and Mehregan desires to accept Exhibitor’s payments on the terms and conditions set forth herein. **NOW, THEREFORE, in consideration of the promises, the provisions and respective agreements hereinafter set forth, the parties here agree as follows:**

1. Exhibitor Benefits

Upon the terms and subject to the conditions set forth in this Exhibitor Agreement, Mehregan agrees to provide to the Exhibitor Expo Tent(s), Bazaar Table(s) and or Art Booth(s), as requested in the Exhibitor Registration Form at Festival, pursuant to the terms and conditions of the Exhibit Registration Form and Exhibitor Rules attached herein.

2. Exhibitor Price and Payment

In exchange for the Exhibitor benefits set forth in paragraph 1 above, Exhibitor agrees to pay to Mehregan the sum of Total Cost as stated in the Exhibitor Registration Form payable upon execution of this Exhibitor Agreement.

3. Entrance Tickets

Exhibitor will receive free entrance tickets as stated in the Exhibitor Registration Form. Additional tickets may be purchased at the presale price or at the gate price.

4. Security Deposit Fee

When applicable, exhibitor shall pay the additional fee of \$ _____ for security and cleaning deposit to Mehregan.

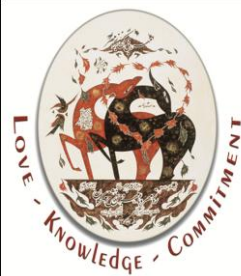
5. Permits \ Licenses

Exhibitors shall obtain all permits/licenses required by city, county, or state ordinances, statutes and regulations to Exhibitor, the Festival, and/or to serve food and/or to exhibit and display general merchandise and services at the Festival. Exhibitor shall submit copies of all permits / licenses to Mehregan on or before fifteen (15) days to the event (September 15th, 2011). Failure to provide said permits/licenses to Mehregan shall constitute a default pursuant to the terms and conditions of this Agreement and said default shall terminate Exhibitor’s right to participate in the Festival.

6. Exhibitor’s Representations and Warranties

- a) Exhibitor agrees to maintain a policy of comprehensive or commercial general commercial liability insurance, including bodily injury and property damage, with an endorsement of not less than One Million Dollars (\$1,000,000) per occurrence. Exhibitor shall provide Mehregan with a copy of the insurance certificate on or before fifteen (15) days to the event (September 15th, 2011), evidencing NIPOC / Mehregan as additional named insured on said policy for the Festival. Failure to provide said certificate of insurance shall constitute a default of Exhibitor’s representations, warranties and obligation pursuant to the terms and conditions of this Agreement and said default shall terminate Exhibitor’s right to participate in the Festival.
- b) Exhibitor shall observe all city, county, state and federal laws during the Festival.
- c) Exhibitor shall observe all rules, regulations, code of ethical principles and standards of professional practice and policies of NIPOC - Mehregan. Violators will be excused from the festival grounds and no refund will be given.

Initial _____



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- d) Any and all advertising of the Festival by the Exhibitor, independent of the advertising and promotion of the Festival by Mehregan, shall be submitted to the approval of Mehregan, which may withhold its consent within their sole and absolute discretion, at least fifteen (15) days prior to the estimated date of publication and/or distribution (September 15th, 2011).
- e) Exhibitor shall not play music at any time during the Festival, including the time Exhibitor is setting up its booth (s) before the Festival commences and dismantling its booth (s) after the Festival closes.
- f) Exhibitor shall not sell soft drinks, water, tea and fruits at any time during the Festival, including the time Exhibitor is setting up its booth (s) before the Festival commences and dismantling its booth (s) after the Festival closes.
- g) Exhibitor shall clean its booth (s) and the area immediately surrounding its booth (s) each night after the festival had closed for the day.

7. Mehregan's Representation and Warranties

- a. Mehregan shall provide a general security for the Festival.
- b. Mehregan will not be responsible for articles left or stolen at the Festival.
- c. Mehregan, in sole and absolute discretion, shall advertise and promote the Festival.
- d. Mehregan makes no representations, warranties or guarantees regarding attendance at the Festival.

8. Indemnification of Mehregan

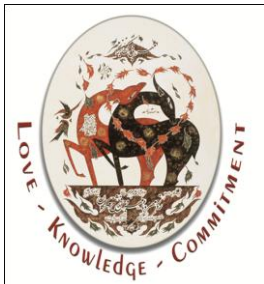
- a. Exhibitor indemnifies and agrees to hold Mehregan harmless against, and will reimburse Mehregan on demand for, any payment, loss, cost, or expense (including reasonable loss, cost, or expense or claim thereof) made or incurred by or asserted against Mehregan in respect of:
 - i. Any omission, misrepresentation, breach of warranty, or no fulfillment of any term, provision, covenant or agreement on the part of Exhibitor certificate or other instruments furnished or to be furnished to Mehregan pursuant to this Agreement; or
 - ii. Any obligation or liabilities arising from or related to Exhibitor or the conduct or operation of Exhibitor's business, including but not limited to Exhibitor's operation of its booth (s), at the Festival.
- b. Exhibitor agrees to defend, indemnify and hold Mehregan harmless against any and all claims, demands, costs, and expenses, including attorney's fees and costs, that Mehregan may sustain or incur by reason of any claim of infringement or violation of any copyright or property right of Exhibitor at the Festival. Exhibitor agrees to pay any and all fees or royalties required to be paid on copyrighted material, and to hold Mehregan harmless for any liability for such fees and royalties.

9. Force Majeure: Mehregan shall not be responsible for the failure of Festival participants to appear and participate in the Festival if such failure is caused by or due to any force majeure, including but not limited to, earthquake, flood, acts of God, civil commotion, and fire.

10. Miscellaneous

- a) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto.
- b) **Entire Agreement.** This Agreement, together with the Exhibitor hereto, constitute the final written expression of all of the agreements between the parties with respect to the matters specified herein, and is a complete and exclusive statement of those terms. It supersedes all understandings and negotiations concerning the matters specified herein.
- c) **Authority to Enter into Agreement:** Exhibitor and Mehregan represent and warrant it has the authority to enter into this Agreement.
- d) **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of California exclusive of the conflict of law's provisions thereof. The Venue of and action arising out of or in connection with this Agreement shall be Irvine, California.

a. **Initial:** _____



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Exhibitor Agreement

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- f) **Sales Tax:** Exhibitor acknowledges and understands that it will be responsible for collection and payment of applicable sales taxes on goods sold by it during Mehregan event.
- g) **Security:** Exhibitor understands that the Mehregan Organization will not be able to guarantee any special security for display items or other property, either during festival hours or after-hours.
- h) **Insurance:** Exhibitor understands that the Mehregan Organization is not responsible for insuring Exhibitor's business, property or personnel for damage, injury, loss or liability from any cause whatsoever. Exhibitor assumes responsibility for all such insurance and agrees to purchase adequate insurance.
- i) **Waiver and Release:** Exhibitor, on behalf of himself or herself and his or her heirs, successors and assigns, hereby waives and forever releases and discharges the Mehregan Organizing Committee, its participating organizations and persons, and their affiliates, volunteers, agents, representatives, heirs, successors and assigns from all claims, damage, injury, loss or liability now or hereafter arising out of or relating to Mehregan, whether resulting from fire, theft, vandalism, negligence or any other cause whatsoever.
- j) **Weather Conditions, Etc.:** Each participating Exhibitor hereby acknowledges and agrees that the Mehregan event may be interfered with, prevented by and/or terminated as a result of inclement weather, acts of God, civil commotion, fire, earthquake, flood, action or interference of governmental authorities or agents, lockouts or other causes beyond the reasonable control of the Mehregan Committee, whether similar or dissimilar to the forgoing. The Mehregan Committee shall not be liable to any Exhibitor as a result of any such interference, prevention or termination, and no refunds of the registration fee will be given.
- k) **Rules and Regulations:** Exhibitor acknowledges and confirms that he/she has read and agreed to abide by the "Exhibitor Rules and Agreement" form contained herewith. Exhibitor agrees to abide by all further rules and regulations promulgated by the Mehregan Organization.

11. Location Assignment

The Mehregan Committee reserves the rights to pre assign tents or exhibit tables. Each TENT (except major food tents) consists of approximately a 10' x 10' area and each BAZAAR BOOTH consists of approximately an 8' X 8' area. Tents / Booths must be occupied by the contracting exhibitor and cannot be shared by other exhibitors. All fees must be remitted with this contract.

12. DISPLAY ARRANGEMENTS:

In reference with the atmosphere and spirit of the Festival, exhibitors are strongly urged and recommended to decorate their display booths / exhibit tables accordingly and keep them looking fresh throughout the Festival. Simple booths / tents with brochures and posters are not acceptable. There will be a minimum of \$100 charge if the Mehregan Organizing Committee needs to upgrade your display arrangement.

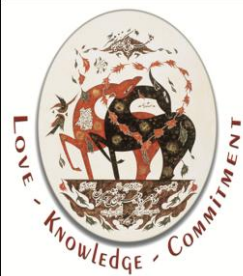
13. LEGAL DOCUMENTS:

Exhibitors are responsible for all legal permits, insurance and security associated with their display booths / exhibit tables and their activities. A copy of the required permits and insurance shall be submitted to the Mehregan organization on or before fifteen (15) days to the event (September 15th, 2011). A copy of Exhibitor's sales tax certificate must be displayed at the booth / tent.

14. FESTIVAL OPERATION:

Festival hours for visitors or the general public are as follows:
Saturday and Sunday, 11:00 am - 11:00 pm

Initial: _____



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Exhibitor Rules & Regulations

15. SET-UP SCHEDULE:

Booths / tents shall be set-up on Friday, between 2:00 pm and 9:00 pm. All booths / tents should be completely set-up by Friday, before 9:00 pm. No rearrangement of booths / tents will be allowed after 11:00 am on the Festival days. Loading and unloading of equipment is from 7:00 am to 10:00 am on the event days. Vehicle entrance gates will be closed at 10:00 am sharp on the event days.

16. TEAR DOWN SCHEDULE:

The Festival officially ends Sunday at 11:00 pm. Exhibitors can start tearing down on Sunday at 11:00 pm. The entire Festival area will be closed after 12:00 midnight on Sunday. Booths/tents must be disassembled and removed the following Monday no later than 12:00 noon.

17. FESTIVAL BROCHURES:

Each sponsor will be listed in the Festival Brochure.

18. AGREEMENT:

By submitting this registration form to the Mehregan Organizing Committee, exhibitor hereby agrees to the above rules and regulations. The Mehregan Organizing Committee must approve all exhibitors.

19. SIGNS:

All booth or tent signs must meet Mehregan's design criteria. Sale signs including specials and discounted prices are not permitted to be displayed at the booth / tent. All signs must be in ENGLISH.

20. ADVERTISEMENTS & FLYERS:

Distribution of any flyer is not allowed on the grounds during the Festival. Flyers and brochures may be displayed at the exhibitor's booth or tent.

21. TYPES OF ITEMS:

All display and sale items must be approved by the Mehregan Organization. Mehregan personnel at the second warning will remove any display or sale items other than what is listed on the original registration form displayed at the booth/tent.

22. SALES:

Mehregan Organization is not responsible for the sale or representation of items displayed or sold at the booth / tent. Sales tax must be included in the sale price.

23. ACKNOWLEDGMENT:

Exhibitors acknowledge and authorize the Mehregan Organization for the use of any pictures or film taken during the festival for its publicity or other usage.

24. REFUNDS:

There will be a 50% cancellation fee if notice is received one week before the Event. There will be no refund issued after that date.

25. Name and Likeness:

Exhibitor hereby authorizes and consents to the use of his/her name and likeness in any promotion, advertising and other use in connection with the Event and future NIPOC and Mehregan events.

Initial: _____

Exhibitor Signature

Date

Mehregan Representative

Date