

CALIFORNIA
PACIFIC INTERNATIONAL
EXPOSITION

Rules and Regulations
for
EXHIBITORS
and
CONCESSIONAIRES

1935

Prop. of
Louis Bodner
Architect.

Office of Management
Balboa Park, San Diego, California

RULES AND REGULATIONS FOR EXHIBITORS

SECTION I.

Scope and Definitions

1. Scope.

These Rules and Regulations are intended for the guidance and information of Applicants for Concessions and Exhibit Space, and upon the acceptance by California Pacific International Exposition of any Application for Concessions or Exhibit Space these Rules and Regulations shall be and become a part of said Application the same as though written at length therein and shall govern the installation, maintenance, operation, disposition and removal of each Concession or Exhibit. California Pacific International Exposition reserves the right to construe, amend or add to these Rules and Regulations and to issue others whenever it deems it necessary to do so.

2. Definitions.

The following terms used in these Rules and Regulations are defined and shall have the respective meanings, as follows:

(a) "California Pacific International Exposition Company" is a Corporation not for pecuniary profit, organized under the laws of the State of California and is herein referred to as the California Pacific International Exposition.

(b) "Executive Manager" means the Executive Manager of California Pacific International Exposition.

(c) "Applicant" and "Exhibitor" mean and include any person, firm, corporation, association, or municipality applying for Concession or Exhibit Space or to which Concession or Exhibit Space may be allotted.

(d) "Exhibit" means an Exhibit collected, produced and displayed through the co-operation of industrial or other associations or individuals, in which will be shown the progress of a particular industry, profession or science resulting from the application of scientific discoveries or invention.

(e) "Concession" means a privilege granted by California Pacific International Exposition to operate within the Exposition grounds a business for profit, for the purpose of serving the convenience, comfort, pleasure or amusement of visitors to the Exposition, Exhibitors and their employees and agents and employees of California Pacific International Exposition.

(f) "Sales Privilege" means a privilege granted by California Pacific International Exposition to an Ex-

hibitor to sell or give away articles, materials or products produced by operations conducted by the Exhibitor within the Exposition Grounds.

(g) "To the satisfaction of California Pacific International Exposition," "approved by California Pacific International Exposition," and other similar terms, mean to the satisfaction of or upon the approval of the proper officer or agent of California Pacific International Exposition designated by the Executive Manager to secure compliance with the provisions of the General Conditions and Rules and Regulations.

(h) "Exposition" means the exposition to be held by California Pacific International Exposition beginning about May 29, 1935, said exposition to be held in Balboa Park, San Diego, California.

(i) Where the pronouns "He," "His," "Him," etc., are used as referring to an Applicant or to a Concessionaire or Exhibitor, these words refer to and mean the Applicant or the Concessionaire or the Exhibitor, as the case may be, whether such Applicant or Concessionaire or Exhibitor is an individual, a partnership, or a corporation.

SECTION II.

Applications, Charges, Payment and Permits for Exhibit Space

1. Application Forms and Plans.

All Applications for Concession or Exhibit Space shall be made on forms prescribed by California Pacific International Exposition.

Every Application shall include a general description of the nature of the proposed exhibit and be followed within a reasonable time by sketches on a uniform scale of one-quarter of an inch to the foot showing:

(a) A floor plan of the general layout of the proposed Exhibit.

(b) A front elevation, a side elevation and, if practicable, a perspective of the proposed installation so as to give a fair idea of its general aspect, and the style and coloring of the decorations.

2. General Information and Requirements.

(a) Exhibit Spaces will in general be in units of twenty feet square or in multiples thereof, although there will be many spaces of smaller size. Preference will be given to Applications for two or more unit spaces. No Application will be considered for an area of less than one hundred square feet, except for special locations.

(b) Other conditions and considerations being equal, preference in locations will, in general, be given Applications in the order of receipt by California Pacific International Exposition, first consideration, however, being given to the logical arrangements of Exhibits in accordance with the plan and purpose of the Exposition.

(c) No sales or free distribution of merchandise by an Exhibitor will be permitted without the Exhibitor first having obtained from California Pacific International Exposition a permit in writing for such purpose. Any Exhibitor desiring a sales privilege should so state in the Application for Exhibit Space.

(d) All Applications will be carefully considered by California Pacific International Exposition with all convenient speed, and allotments of Exhibit Space will be made by California Pacific International Exposition at a date as early as practicable. California Pacific International Exposition will, so far as practicable, allot Exhibit Space in locations as requested by Applicant, but it reserves the absolute discretion to grant or refuse any Application for Exhibit Space.

3. Payment for Space.

(a) The Applicant shall accompany his Application for Exhibit Space with a fee in the amount of fifty percent (50%) of the total amount due and payable to California Pacific International Exposition for the Exhibit Space requested by the Applicant and shall pay to California Pacific International Exposition the total amount due and payable for the Exhibit Space allotted to the Applicant on or before May 1, 1935.

In the event any Application for Exhibit Space is rejected by California Pacific International Exposition, said fee or payment above mentioned shall be returned to the Applicant. In the event the Application for Exhibit Space is accepted by California Pacific International Exposition and the Applicant fails, refuses or neglects to accept the allotment of space made the Applicant by California Pacific International Exposition, as herein provided, said fee of 50% of the total amount due should payment have been made in full, shall be forfeited and retained by California Pacific International Exposition as liquidated damages.

California Pacific International Exposition will, simultaneously with the allotment of Exhibit Space made to any Exhibitor, send by mail, telegraph or cable to such Exhibitor at such address as may be designated in the Exhibitor's Application, notification of the allotment of space made such Exhibitor.

(b) If payments for Exhibit Space are not made by the Exhibitor within the times specified, the allotment

of space made to the Exhibitor may, at the option of California Pacific International Exposition, be cancelled by California Pacific International Exposition without further notice, but California Pacific International Exposition will upon such cancellation send notice thereof in writing by mail, by telegraph or cable to the Exhibitor at the address given by the Exhibitor in his Application. If such allotment of Exhibit Space is so cancelled by California Pacific International Exposition any partial payments previously made thereon will be forfeited to California Pacific International Exposition as liquidated damages and all rights of the Exhibitor in the Exhibit Space allotted to the Exhibitor shall cease and terminate and the Exhibitor shall have no claim of any kind whatsoever against California Pacific International Exposition on account thereof.

4. Permits.

(a) When an allotment of Exhibit Space is made, the Applicant will be notified thereof as above provided and will be furnished with a Permit to occupy such Exhibit Space subject to the terms and conditions of Applicant's Application for such Exhibit Space and the provisions of these Rules and Regulations. No Exhibitor will be permitted to transfer or sublet any portion of the Exhibit Space allotted to the Exhibitor or to place therein any Exhibits other than those specified in the Application, without the consent in writing of California Pacific International Exposition first had and obtained. No Exhibitor will be allowed to make use of Exhibit Space allotted to the Exhibitor for any purpose other than for the display of Exhibits, except as otherwise provided in these Rules and Regulations or as may be approved in writing by California Pacific International Exposition.

(b) All Exhibits must be shown under the name of the Exhibitor but in the case of Collective Exhibits the Exhibitor displaying such Collective Exhibits may determine the degree and nature of the participation of individual units of such Exhibits and by appropriate signs or labels, to be approved by California Pacific International Exposition, give credit accordingly.

(c) If the Exhibitor shall use on or about the construction, installation, equipment or operation of his Exhibit any patented or copyrighted device or material he shall, before making use thereof, procure the lawful right to use the same and shall in any event save and keep harmless California Pacific International Exposition at all times from and against any and all claims for infringement thereof.

5. Cancellation of Permits.

(a) In the event of a breach by the Exhibitor of any of the representations or warranties contained in the Application of the Exhibitor or in the event of failure or refusal on the part of the Exhibitor to conform to and carry out any of the terms, conditions or provisions of said Application, together with the General Conditions on the reverse side thereof, or any of the terms, conditions or provisions of these Rules and Regulations, then California Pacific International Exposition may revoke and cancel the Exhibitor's Permit and in such event all payments theretofore made by the Exhibitor to California Pacific International Exposition shall be forfeited and retained by California Pacific International Exposition as liquidated damages.

(b) In the event any Exhibitor shall, after allotment of Exhibit Space to such exhibitor, fail to take possession of such Exhibit Space and proceed to the installation of the appropriate Exhibit to the satisfaction of California Pacific International Exposition at least one month before the date set for the opening of the Exposition, then California Pacific International Exposition may, at its option, cancel the Permit for such Exhibit Space issued to said Exhibitor, and may re-allot such Exhibit Space, and in case of such cancellation any payments theretofore made on account thereof by such Exhibitor to California Pacific International Exposition shall be in like manner forfeited and retained by California Pacific International Exposition as liquidated damages.

SECTION III.

Booths and Special Buildings

1. Construction of Booths.

(a) Booths or other inclosures necessary for displaying and protecting Exhibits and the safety of the general public shall be constructed at the expense of the Exhibitor.

(b) Other rules and regulations may be furnished by California Pacific International Exposition covering the arrangements to be made by Exhibitors for the construction of booths, partitions, railings or other inclosures, flooring of booths and special foundations, tables, counters and cabinets, columns and walls and decorations and signs.

2. Special Buildings and Outside Construction.

Special buildings and outside construction will in general be provided for by special contract with California Pacific International Exposition, will be subject to these Rules and Regulations, so far as applicable, and

may also be covered by special rules, regulations and conditions applicable thereto.

3. Demolition of Booths and Buildings.

(a) Unless special arrangements are made with California Pacific International Exposition to the contrary, all booths, structures and buildings erected by or for Exhibitors must be demolished and removed from the grounds at the expense of the Exhibitor within forty-five days after the close of the Exposition. All grounds or other spaces occupied or used by the Exhibitor must be left in approximately the same condition in which the same were prior to the Exhibitor taking over the same.

(b) All construction work necessary to be done in connection with Exhibits and all demolition work required to be done as above provided shall be carried on under Rules and Regulations of California Pacific International Exposition as promulgated from time to time, and must at all times be to the satisfaction of California Pacific International Exposition.

4. Liens.

The Exhibitor does by the signing of the Application covenant, stipulate and agree that there shall, during the term of his occupancy, be no mechanics' liens upon any buildings or improvements which may at any time be put upon or be upon said premises, and the said premises shall at all times remain free and clear from all mechanics' liens and free from any and all claims liable to ripen into mechanics' liens.

It is further agreed and notice is hereby given that no mechanics' or other liens shall in any way, manner or degree affect the claim of California Pacific International Exposition on such buildings or attach to its right in said premises.

SECTION IV.

Transportation

All expenses of transportation, receiving, unpacking, arranging and installing of Exhibits and property, as well as the removal thereof, shall be paid by the Exhibitor. Special rules and regulations governing transportation arrangements, making of shipments and consignments and the handling thereof may be issued.

SECTION V.

Exhibits

1. Certificates of Participation.

Certificates of participation will be issued to all Exhibitors.

2. Rejection of Exhibits.

California Pacific International Exposition reserves the right to reject and/or cause to be removed at the expense of the Exhibitor any Exhibit for any reason satisfactory to itself and in the event of such rejection and removal shall not be liable for any loss or damage by the Exhibitor or expense incurred by said Exhibitor in connection therewith.

3. Goods Barred.

No articles which are in any way dangerous or offensive, no patent medicines, nostrums or other preparations whose ingredients are concealed will be permitted on the grounds by California Pacific International Exposition. California Pacific International Exposition has full power and authority to order immediate removal from the Exposition grounds of any article which it may consider to be dangerous, detrimental to or incompatible with the purposes or welfare of the Exposition or the comfort and safety of the public.

4. Sound Producing Exhibits and Electrical Interference.

(a) All sound producing Exhibits must be of such a nature as not to cause annoyance or inconvenience to visitors or other Exhibitors. The decision of California Pacific International Exposition as to the desirability of any such sound producing Exhibit shall be final and binding and any order issued by California Pacific International Exposition for the discontinuance thereof shall be obeyed by the Exhibitor.

Sound amplification equipment may be installed and operated only by obtaining a special written permit therefor from California Pacific International Exposition.

(b) All electrical equipment installed by an Exhibitor shall be so shielded or otherwise protected and so operated as not to cause interference with the equipment of California Pacific International Exposition or other Exhibitors.

The decision of California Pacific International Exposition that any such electrical equipment does cause interference as above stated shall be final and binding upon the Exhibitor and the Exhibitor shall carry out and perform such orders and directions as may be issued by California Pacific International Exposition in the premises.

5. Unpacking and Installing.

The unpacking and installing of all Exhibits and other material incidental thereto must be done by and at the expense of the Exhibitor and in a manner satisfactory to California Pacific International Exposition.

6. Empty Cases.

All empty cases to be retained by the Exhibitor must be promptly removed from the Exposition grounds at the expense of the Exhibitor. All straw, excelsior or other materials used in packing must be placed by the Exhibitor in receptacles to be furnished by California Pacific International Exposition and will be removed and destroyed by California Pacific International Exposition without expense to the Exhibitor.

7. Installation of Exhibits.

In general, the reception of new Exhibits will not commence before April 1, 1935. In special cases and/or where Exhibits or portions thereof consist of heavy or bulky articles, machinery or equipment, or where special foundations are required, or shoring of floors is necessary for the protection of the structure of the building, reception of such Exhibits will commence at an earlier date under special arrangements to be made with California Pacific International Exposition. In order that the Exposition may be complete in all its details on the opening day, Exhibitors must have their Exhibits completely installed and ready for operation not later than May 22, 1935. Failure on the part of any Exhibitor to complete such installation by said date, May 22, 1935, or failure on the part of the Exhibitor previous to said date to make such arrangements as in the opinion of California Pacific International Exposition will reasonably guarantee completion of such installation by said date, May 22, 1935, may result in cancellation of the Exhibitor's Permit for Exhibit Space and the Permit for the Exhibit, removal of the Exhibit from the Exposition grounds and forfeiture by the Exhibitor of all amounts previously paid to California Pacific International Exposition and/or the taking over, completion of the installation and operation of the Exhibit by California Pacific International Exposition at the expense and risk of the Exhibitor. In no event shall California Pacific International Exposition be held liable for any damages or claims of any kind whatsoever for or on account of any action taken by it by reason of such failure on the part of the Exhibitor to complete the installation of the Exhibit. Any contractor selected by an Exhibitor in connection with the installation of the Exhibit or the equipment thereof must be approved by California Pacific International Exposition before such contractor or any of his agents or employees are permitted to enter the Exposition grounds.

8. Exploitation of Exhibits.

(a) Exhibits must not be conducted or operated in such a way as to be a nuisance or annoyance to visitors

or other Exhibitors. All methods of attracting attention to the Exhibits by music or noise making devices, soliciting on the part of attendants and the giving away or using of noise making or other souvenirs shall be subject to the approval of California Pacific International Exposition.

(b) Other than catalogues, no posters, prospectuses or other publicity devices may be distributed by any Exhibitor within the grounds without written authority from California Pacific International Exposition. Newspapers, business cards and brief descriptive circulars may be placed within Exhibit Space, but no effort shall be made on the part of any Exhibitor or employees of the Exhibitor to hand out or distribute the same to visitors, except on the request of the visitor. The decision of California Pacific International Exposition with relation to any of the matters and things in this paragraph contained shall be final and binding upon the Exhibitor.

9. Machinery in Motion.

(a) A special permit must be obtained from California Pacific International Exposition for machinery or other appliances in motion, in addition to the permit issued to the Exhibitor for Exhibit Space. The installation and operation of such machines or appliances will be permitted under regulations, but it is noted that no machinery or appliances emitting smoke or fumes which might be injurious to health, or which might cause inconvenience or annoyance to visitors or other Exhibitors will be permitted. California Pacific International Exposition reserves the right to refuse to issue any such special permit for any such Exhibit involving machinery in motion and the decision of California Pacific International Exposition with relation thereto, or with relation to the operation of any such Exhibit shall be final and binding upon the Exhibitor.

10. Transportation of Materials and Supplies To and From Exhibitors.

All materials, supplies, and waste matter of any kind required to be transported within the grounds by Exhibitors for any purpose will be handled throughout the Exposition grounds by transportation facilities under the control of California Pacific International Exposition, under such rules and regulations relating thereto as may be from time to time issued by California Pacific International Exposition.

11. Photographs of Exhibits.

(a) Photographs of exhibits and articles on exhibition may be made and/or shown by the Exhibitor and

post cards or other reproductions of such photographs may be distributed without charge under such restrictions and regulations as may from time to time be issued by California Pacific International Exposition, but the showing or distributing of photographs or reproductions thereof of any other Exhibit or portion of the Exposition grounds or buildings is prohibited unless a special permit in writing is issued therefor by California Pacific International Exposition.

(b) It is anticipated that visitors will be permitted to use small hand cameras, without tripods or other rests.

(c) Except as above provided, the right to take or cause to be taken photographs, and the publication, sale and distribution of photographs, post cards, view books and folders within the Exposition grounds, is reserved exclusively to California Pacific International Exposition.

12. Sales and Distribution of Merchandise.

All sales and/or distribution of merchandise by Exhibitors must be made in accordance with the following provisions:

(a) All such sales or distribution must comply with the laws, rules and regulations of the United States of America and of the State of California, City of San Diego or other competent authority, and all rules and regulations from time to time promulgated by California Pacific International Exposition.

(b) No article exhibited may be sold for delivery prior to the close of the Exhibition but orders may be taken for immediate delivery by the Exhibitor to be filled from stock outside the Exposition grounds.

(c) Products manufactured within the Exposition grounds for the purpose of demonstrating processes may be sold or distributed free of charge subject to the direction of California Pacific International Exposition.

(d) Sales or distribution of articles imported from foreign countries can be made only after all customs and other duties have been paid. Such sales and/or distribution will also be governed by any and all rules, regulations and orders which may be issued by the Secretary of the Treasury of the United States of America or other competent authority.

(e) California Pacific International Exposition reserves the right to fix the price at which any article shall be sold.

(f) Neither California Pacific International Exposition nor any of its directors, agents or employees shall be liable for any fraud or misrepresentation on the

part of the Exhibitor, nor for failure on the part of the Exhibitor to deliver any article sold or contracted to be sold by the Exhibitor.

(g) California Pacific International Exposition reserves the right to limit sales to be made by the Exhibitor or to withdraw entirely from the Exhibitor the right to make such sales if in the opinion of California Pacific International Exposition such procedure is advisable.

(h) No sales or distribution of any article or merchandise shall be made by the Exhibitor except under a permit in writing so to do obtained from California Pacific International Exposition.

(i) Amount, if any, due and payable to California Pacific International Exposition in return for sales privileges granted will be fixed and determined by California Pacific International Exposition depending upon the nature and extent of the privileges granted.

12. Official Guides and Catalogues.

Official guides and catalogues for the Exposition will be published by California Pacific International Exposition under such rules and regulations as may hereafter be promulgated. In addition to the foregoing, Exhibitors may, subject to the approval of California Pacific International Exposition, publish at their own expense separate catalogues for free distribution covering their own Exhibits.

SECTION VI.

Exhibitor's Employees and Contractors

1. Credentials, and Obedience to Rules and Regulations.

All employees, agents and representatives of Exhibitors must have written authority from the Exhibitor designating them as such, and must carry out and perform any and all rules and regulations or orders of California Pacific International Exposition.

2. Hours.

It is contemplated that the Exhibit Buildings will be open to visitors each day from ten o'clock A. M. until ten o'clock P. M., and to Exhibitors, their agents, employees and representatives at all hours but these hours are subject to change at the option of California Pacific International Exposition.

Special work for the conditioning and maintenance of Exhibits, outside of routine work in connection with any Exhibits, may be performed by Exhibitors and their employees between midnight and eight o'clock A. M. by written permit in each case first had and

obtained from California Pacific International Exposition. All Exhibits and Exhibit Space must be in complete order each day before the hour of opening of Exhibit Buildings for visitors. No such special work will be permitted during the hours when the Exhibit Buildings are open to visitors, except in emergencies and then only on special written authority from California Pacific International Exposition.

3. Admission of Employees to Grounds.

All Exhibitors, their agents, employees and representatives, together with the personnel of contractors and their employees, who may be engaged on work for such Exhibitors on the Exposition grounds will be granted free admission to the Exposition grounds at such hours and under such restrictions as may be prescribed by California Pacific International Exposition. All requests for free admission to the Exposition grounds must be submitted to California Pacific International Exposition in ample time to permit the necessary credentials to be issued. California Pacific International Exposition reserves the right to reject any application for free admission of any person to the Exposition grounds for any reason satisfactory to California Pacific International Exposition. While a liberal construction will be placed on the requirements of Exhibitors and others in their employ, as above stated, these credentials will be restricted within reasonable limits.

4. Contractors and Sub-Contractors.

No contractor or sub-contractor should be engaged by any Exhibitor to perform work or furnish materials in the Exposition grounds without the Exhibitor first consulting California Pacific International Exposition as California Pacific International Exposition reserves the right to exclude from the Exposition grounds any contractor or sub-contractor objectionable to it.

SECTION VII.

Protection

1. Police and Fire Protection.

California Pacific International Exposition will cooperate with the San Diego Police and Fire Fighting authorities to maintain a police force and fire department within the Exposition grounds, but California Pacific International Exposition will not be responsible for depredations or loss of any kind, whether by fire, by the elements, or from other cause, however originating.

Exhibitors may at their own expense employ watchmen to guard their property but the personnel of such watchmen must be satisfactory to California Pacific International Exposition and in addition to rules and regulations prescribed for employees of Exhibitors such watchmen will be subject to all rules and regulations governing employees of California Pacific International Exposition.

2. Fire and Lights.

No open fire or open flame lights or burners of any description will be allowed in the buildings or Exposition grounds without special permission in writing from California Pacific International Exposition.

3. Insurance.

(a) California Pacific International Exposition will carry no insurance of any kind whatever on Exhibits, except by special arrangement with the Exhibitor.

Without assuming any responsibility for the placing of insurance on Exhibits, California Pacific International Exposition will use its good offices and assist Exhibitors in every possible way in procuring favorable terms and rates for such insurance.

(b) The Exhibitor shall at all times maintain such insurance as will protect the Exhibitor and California Pacific International Exposition, its directors, officers, employees and agents from any and all claims under the Workmen's Compensation Act of the State of California, as now or hereafter in force, and from any other claims for damages for personal injury, including death, which may arise from operations in connection with the Exhibit, whether such operations be performed by the Exhibitor or by any contractor, sub-contractor or materialman or anyone directly or indirectly employed by any of them, together with such other public liability and property damage insurance as will protect the Exhibitor, California Pacific International Exposition and its directors, officers, agents and employees on account of claims for injury or damage to real or personal property sustained by any person growing out of any act or deed of the Exhibitor, or any contractor or sub-contractor or materialman or any employee of the Exhibitor. The amount of insurance to be provided by the Exhibitor as above specified, together with the form of policies and the companies in which the same may be issued shall be subject to the approval of California Pacific International Exposition. All such policies of insurance or certificates thereof shall be delivered to California Pacific International Exposition.

SECTION VIII.**Utilities**

Water, sewerage and electricity will be available at most points within the Exposition grounds by comparatively short connections for service. Gas connections are also available. Compressed air, steam and mechanical connections from shafts will not be available. Connections for the above utilities to the nearest main, as well as all maintenance thereof and repairs thereto, will be at the expense of the Exhibitor.

The failure of California Pacific International Exposition to insist in any one instance or more upon the observance and/or performance of any of these Rules or Regulations shall not operate or be deemed to be a waiver of any future breach or in any manner estop California Pacific International Exposition from enforcing any of the rights, privileges or remedies herein reserved to it.

RULES AND REGULATIONS FOR CONCESSIONS

SECTION I.**1. Applications.**

(a) Application for a Permit for a desired concession must be submitted on forms prescribed and furnished by the California Pacific International Exposition.

(b) All checks, drafts or money orders tendered to the California Pacific International Exposition in connection with any Application will be deposited by the California Pacific International Exposition pending acceptance or rejection of said Application, and the depositing of any such check, draft or money order shall not be deemed or construed as an acceptance of the Application.

(c) The California Pacific International Exposition will carefully consider all Applications with all convenient speed and will as promptly as possible either accept the Application in writing or decline to accept the Application, and in the event the Application is rejected will return to the Applicant any monies tendered to the California Pacific International Exposition on account of said Application. The California Pacific International Exposition reserves the right to reject any and all Applications.

(d) An application is an offer which, upon acceptance by the California Pacific International Exposition shall become a valid and binding contract between the Applicant and the California Pacific International Exposition, but such Application confers no rights with respect to the desired Concession upon the Applicant and it in no way binds the California Pacific International Exposition prior to the acceptance thereof by a duly qualified officer of the California Pacific International Exposition, and the acceptance of such Application by the California Pacific International Ex-

position confers no rights upon the Applicant unless he shall keep and perform each and every provision in his Application, including provisions contained in these General Conditions and Rules and Regulations.

2. Location of Concessions.

(a) Every Concession shall be located upon and limited to the place or places specified for it in the Application and approved.

(b) Every Concession for Transportation Facilities shall be limited to such routes and terminal facilities as may be specified by the California Pacific International Exposition and the California Pacific International Exposition may temporarily suspend such transportation or reroute the same at any time the California Pacific International Exposition so desires.

3. Assignment.

No Concessionaire will be permitted to assign or transfer the space allotted him for a Concession or the Concessionaire's interest in the Concession, or to install, operate or maintain any type of Concession other than that specified and described in the Application, without the consent in writing of the California Pacific International Exposition first had and obtained. No sub-letting of any Concessionaire's space or any interest therein will be valid, but any and all operations in the Concession area shall be considered as the operations of the Concessionaire and the Concessionaire will be responsible to the California Pacific International Exposition therefor.

4. Patents and Copyrights.

If a Concessionaire shall require in the construction, installation, equipment or operation of his Concession any patented, copyrighted or trade-marked device or material, he shall, before making use thereof, procure the lawful right to use the same, and he shall, in any event, save and keep harmless the California Pacific International Exposition at all times from and against any and all claims for infringement thereof.

5. Operating Permits.

No Concession shall open for operations or operate thereafter without a written Operating Permit from the California Pacific International Exposition, which Permit will not be issued unless the Applicant shall have satisfied the requirements of the California Pacific International Exposition as to Insurance, Sanitation, Revenue Control, Building Regulations, and shall have paid to the California Pacific International Exposition all amounts due. Each Concessionaire shall have his Operating Permit posted in a conspicuous place in his Concession.

SECTION II.**Relationship Between Concessionaires and the California Pacific International Exposition****1. Concessionaires Not Agents of the California Pacific International Exposition.**

No Concessionaire is or shall be an agent or a representative of the California Pacific International Exposition, nor shall a Concessionaire at any time make any representation, either in advertising material, promotion material, orally, or in any other way, that he is an agent or a representative of the California Pacific International Exposition.

2. Concessionaires Not Partners of the California Pacific International Exposition.

Notwithstanding any agreement between the California Pacific International Exposition and a Concessionaire, whereby a percentage of gross receipts or income from a Concession shall be retained by the California Pacific International Exposition, there is not and shall not be at any time any partnership relationship between a Concessionaire and the California Pacific International Exposition. Any money or other thing of value that the California Pacific International Exposition receives or may receive from a Concessionaire or Concession shall be deemed in the nature of a compensation for money expended or to be expended and for privileges granted; and the receipt of such compensation shall not imply any partnership relationship between a Concessionaire and the California Pacific International Exposition.

SECTION III.**Financing Concessions****1. Prospectuses and Circulars.**

Every prospectus and/or circular or other matter designed to secure assistance in the financing of any Concession must bear on its face in bold type the statement:

The California Pacific International Exposition is not interested in any way in the sale or the distribution of the within mentioned securities.

No representation or statement shall be made by any Applicant or by any of the Applicant's solicitors, agents, or employees to the effect or implying that the California Pacific International Exposition is in any way interested in the financing of the Applicant's Conces-

sion, or in the sale or distribution of any securities in connection with such financing.

2. Restrictions.

No Applicant for a Concession and no Concessionaire shall at any time adopt or use any method of financing or business or trade practice in connection with his Concession which is objectionable to the California Pacific International Exposition.

3. Exposition Representatives Not to Be Interested in Concessions.

No employee or agent of the California Pacific International Exposition shall have any financial interest, directly or indirectly, in any Concession or in the financing thereof, or shall receive from any Concessionaire any money or benefits whatever, without the express authorization of the Board of Directors of the California Pacific International Exposition.

SECTION IV.**Advertising and Exploiting Concessions****1. Restrictions on Advertising Matter.**

No advertising matter of any kind or description, whether designed to induce financial participation in a Concession, or to induce visitors to patronize a Concession, or to buy any article, material or service furnished by any Concessionaire shall contain any statement to the effect or implying that the Concession is an activity of or operated by the California Pacific International Exposition. The California Pacific International Exposition may at any time direct that any method of advertising or any statement used in connection with advertising shall be discontinued and the Concessionaire shall immediately comply with such direction.

2. Names of Directors, Officers, or Employees of the California Pacific International Exposition Shall Not Be Used.

The name of no director, officer, or employee of the California Pacific International Exposition shall be used in any advertising matter or prospectus, nor shall any direct or implied statement be made that any such person is interested in any Concession. No statement shall be made which might mislead the public in regard to the relationship of a Concession or of a Concessionaire to the Board of Directors, officers, or employees of the California Pacific International Exposition.

3. Limitation of Responsibility of the California Pacific International Exposition.

The California Pacific International Exposition shall not be held responsible in any way for any misunderstanding or claim of fraud which may occur or be made as a result of any statement or method used by an Applicant or a Concessionaire or by any representative or agent of an Applicant or a Concessionaire in connection with any prospectus or any other advertising matter concerning a Concession.

4. Restrictions on Signs and Posters on Exposition Grounds.

The use by a Concessionaire of signs and posters on the Exposition Grounds shall be limited to the space allotted to his Concession.

All plans and designs for signs and posters must be submitted to the California Pacific International Exposition for approval before their erection or exhibition. Any signs or posters erected without first securing the approval of the California Pacific International Exposition will be removed by the California Pacific International Exposition and the expense thereof charged to the Concessionaire.

5. Restrictions on Other Advertising on Exposition Grounds.

All other means of attracting attention to a Concession, such as music, noise producing devices, solicitations by attendants, giving away souvenirs or other articles, are prohibited except where specific permission therefor is given in writing by the California Pacific International Exposition.

The use of any means of attracting attention to a Concession shall be promptly and completely discontinued upon the order of the California Pacific International Exposition.

SECTION V.

Construction and Demolition

1. Drawings.

The Concessionaire shall furnish, at the Concessionaire's own expense, to the California Pacific International Exposition for approval, drawings, plans, specifications and engineering data showing in detail all construction work required for the Concession, including the utilities required, lettering of signs, colors, safety devices, fire hazards, and all other details pertaining to the construction and operation of the Concession.

If the drawings and specifications submitted by the Concessionaire, are accepted in writing by the California Pacific International Exposition Concessionaire agrees that construction work shall be finished and performed in accordance with said plans and specifications. No construction work will be done by the Concessionaire until and unless the plans therefor shall be approved by the California Pacific International Exposition. The California Pacific International Exposition reserves the right to reject any plans.

2. Time of Completion.

The Concessionaire shall have all construction work, painting, equipment and/or renovating complete and his Concession ready to operate on or before the 1st day of May, 1935.

3. Changes in Plans.

No changes in the plans for the construction of a Concession from those submitted to and approved by the California Pacific International Exposition will be permitted, except on written authority of the California Pacific International Exposition.

4. Demolition.

(a) No portion of a Concessionaire's equipment or other property belonging to him or to any of his agents or employees shall be removed from the Exposition Grounds during or after the close of the Exposition without a permit in writing from the California Pacific International Exposition, and the California Pacific International Exposition may refuse to issue such permit until all obligations of the Concessionaire, whether to the California Pacific International Exposition or to others, have been met and satisfied in full. In the event of failure on the part of the Concessionaire to meet and satisfy all such obligations, whether due to the California Pacific International Exposition or to others, the California Pacific International Exposition may, at its election, hold, use, sell or otherwise dispose of any property, goods or chattels belonging to the Concessionaire for the same purposes and in the same manner and with the same effect as provided in the event of abandonment of property by the Concessionaire. The foregoing provision is made solely for the benefit and protection of the California Pacific International Exposition and no rights shall vest in any third party on account thereof, and no claim may be advanced by any third party because of the same.

(b) Promptly after the close of the Exposition and after the California Pacific International Exposition

has given a Concessionaire a removal permit, as provided in paragraph (a) of this article, the Concessionaire shall, at his own expense, remove from the Exposition Grounds all his equipment, together with all other property belonging to him and his employees and agents, and shall demolish and remove all buildings and structures erected by him. Such removal must be completed within forty-five days after closing date, unless special permit in writing extending said time has been issued to the Concessionaire by the California Pacific International Exposition. After the close of the Exposition, the California Pacific International Exposition will issue with reasonable promptness the necessary orders governing the removal of the above described property, with which orders all Concessionaires must comply.

Any property belonging to a Concessionaire or to any employee or agent of a Concessionaire, or left by a Concessionaire or by any employee or agent of a Concessionaire on the Exposition Grounds, and not removed within the forty-five days, unless special permit in writing extending said time has been issued to the Concessionaire, shall be considered as abandoned by the Concessionaire to the California Pacific International Exposition, and the same shall thereupon be and become the property of the California Pacific International Exposition to be sold or disposed of by it in such manner as it may deem advisable for its own use and benefit.

(c) All buildings, booths, works and other structures constructed by or belonging to the California Pacific International Exposition shall be and remain the property of the California Pacific International Exposition and will be demolished by the California Pacific International Exposition without further expense to the Concessionaire. All salvage, if any, from such demolition work shall be the property of the California Pacific International Exposition.

SECTION VI.

Transportation of Materials and Supplies

1. Transportation.

Transportation of all equipment, materials, merchandise, property and supplies, unless otherwise provided for herein shall be done by and at the expense of the Concessionaire.

2. Routes and Time.

All transportation within the Exposition Grounds

shall be by such means and over such routes and at such hours as may from time to time be prescribed by the California Pacific International Exposition.

SECTION VII.

Operation of Concessions

1. Concessionaires to Furnish Materials and Labor and to Operate Concessions.

Every Concessionaire shall, at his own expense, at all times provide all labor, materials and supplies necessary to operate his Concession, and shall operate his Concession in a manner satisfactory to the California Pacific International Exposition.

2. Hours of Operating Concessions.

Subject to change, it is expected that the gates of the Exposition Grounds will be open for admission of visitors each day from 10 o'clock A. M. until 12:00 o'clock midnight, and to Concessionaires, their agents, employees, and representatives at all hours.

Special work for the conditioning and maintenance of Concessions, outside of routine work in connection with any Concession, may be performed by Concessionaires and their employees between midnight and 9:00 o'clock A. M., upon a written permit in each case from the California Pacific International Exposition.

3. Conduct of Concessionaires and Employees.

Courtesy to the visitors of the Exposition, to other Concessionaires, Exhibitors and to all members, Board of Directors, officers, agents and employees of the California Pacific International Exposition will be required at all times. The Concessionaire and all persons in the Concessionaire's employ will at all times be required to give prompt obedience to the orders of the California Pacific International Exposition and its authorized representatives in regard to the construction, installation, equipment and operation of the Concession and in regard to the enjoyment of the privileges of the Exposition Grounds.

4. Access of California Pacific International Exposition to Concessions.

Such employees and representatives of the California Pacific International Exposition as the California Pacific International Exposition shall designate shall at all reasonable times have free access to every booth,

tent, building, room, structure, or place occupied or used by a Concessionaire, and shall have free admission to any exhibition given by a Concessionaire.

No free passes or reduced rates for admission to any Concession shall be granted by a Concessionaire except by direction of the Executive Manager.

5. Inspectors and Auditors.

(a) The California Pacific International Exposition will appoint and designate such Inspectors as it may deem necessary, and these Inspectors shall at all times have free access to and full right to inspect all buildings, structures, stock, service, machinery, mechanical devices, electrical appliances, and Exhibitions of all Concessions.

(b) The California Pacific International Exposition will appoint and designate such Auditors and Representatives as it may deem necessary, and these Auditors and Representatives shall have free access at all reasonable hours to all books, records, papers, prospectuses, circulars, advertising matter, recording devices, and all other things having to do with the promotion, organization or operation of each Concession.

(c) All Concessionaires shall render every reasonable assistance to aid such Inspectors, Auditors and Representatives in making inspections, examinations and audits.

6. Complaints.

If a Concessionaire is injured or aggrieved by any direction, ruling or act of any officer, employee or representative of California Pacific International Exposition or by any Exhibitor or other Concessionaire, he shall make a statement thereof in writing within twenty-four (24) hours to the Executive Manager of California Pacific International Exposition. If he fails to make such a statement in writing within twenty-four (24) hours, his claim for relief from such injury or grievance shall be deemed to have been waived. The ruling of the Executive Manager in all such cases shall be final and conclusive.

7. Persons and Matters Excluded from Concessions.

(a) Every Concessionaire shall at all times exclude from his Concession the following:

- (1) All intoxicated persons and all persons whose conduct, demeanor or language is boisterous, disorderly, or offensive to peace and good order.

- (2) All intoxicating liquors, unless authorized by law and specific permission is granted in writing by California Pacific International Exposition to handle same.

- (3) All dangerous and offensive equipment, articles and preparations.

- (4) All nostrums, preparations, and articles whose ingredients are concealed.

- (5) All other persons, practices, equipment, merchandise and articles which California Pacific International Exposition may at any time designate in writing as being dangerous or detrimental to the safety, comfort or welfare of visitors to the Exposition, Exhibitors, or other Concessionaires, or incompatible with the purposes of the Exposition.

(b) Every Concessionaire shall at all times refrain from and shall prohibit within his Concession all criticisms, whether oral or otherwise, of all established governments, religions, peoples and customs.

(c) California Pacific International Exposition reserves the right to censor all shows, spectacles, tableaux and performances and to close any of the same which may be in the opinion of California Pacific International Exposition obscene, lewd, vulgar or offensive to good taste, or whose advertisement or ballyhoo is objectionable. The opinion of California Pacific International Exposition shall be final and conclusive.

8. Maintenance and Repairs.

(a) The Concessionaire will maintain and keep in repair, in a condition satisfactory to California Pacific International Exposition, the grounds occupied by his Concession, and all Construction Work erected thereon.

The decision of California Pacific International Exposition as to the necessity for such maintenance and repair work shall be final and conclusive upon the Concessionaire.

(b) It shall be the duty and obligation of each Concessionaire at all times to keep and maintain his Concession in good and operating condition so that there may be no interruptions in the operation of his Concession during the period of the Exposition.

The Concessionaire shall, at his own expense,

promptly repair and/or replace any portion of his equipment which proves to be defective or which fails to operate in a manner satisfactory to California Pacific International Exposition.

(c) In the event of the failure of the Concessionaire to maintain his Concession and promptly repair and/or replace any defective parts, California Pacific International Exposition may make such replacements and/or repairs and charge the same to the Concessionaire, or may at its option close said Concession until such replacement and/or repairs are made. In the event of a continuation of the default for a period of 3 days, California Pacific International Exposition may declare the agreement terminated as provided in Article 9 following.

9. Cancellation of Contract and Removal of Concession.

In event of a breach by the Concessionaire of any term or condition of the Application or of the General Conditions and Rules and Regulations comprising the agreement between the Concessionaire and California Pacific International Exposition, or of any covenant contained therein, California Pacific International Exposition may, at its option, terminate said agreement and may exclude the Concessionaire and all persons claiming under him from the Exposition Grounds. In such event all payments theretofore made by the Concessionaire shall be forfeited and retained by California Pacific International Exposition and all further monies then in the possession of California Pacific International Exposition which otherwise would have been due to the Concessionaire and all buildings, structures, equipment, merchandise and personal property of every nature belonging to the Concessionaire and located upon the Exposition Grounds may be retained by California Pacific International Exposition and the value thereof at the time of said breach shall be applied to any indebtedness of the Concessionaire to California Pacific International Exposition and to the satisfaction of any damages California Pacific International Exposition may suffer by reason of any such breach and to the satisfaction in whole or in part of the claims of other persons against the Concessionaire, and California Pacific International Exposition shall not be liable for any loss or damage to the Concessionaire thereby. Title to all of said property, subject only to the duty of California Pacific International Exposition to account for the value thereof, shall vest in it as of the date of such breach and the same is assigned and transferred to California Pacific International Exposition by the signature of the Concessionaire to his Application. Upon

taking over such property California Pacific International Exposition shall make an inventory thereof and shall appraise the same and thereafter it may use, sell or dispose of the same in such manner, for such price and to such persons, at public or private sale, as California Pacific International Exposition may determine. If any surplus of money shall remain in the hands of California Pacific International Exposition after payment and satisfaction in full of all of the above mentioned claims, indebtedness and damages and which would otherwise belong to the Concessionaire, such surplus shall be turned over to the Concessionaire by California Pacific International Exposition. The provisions hereof are cumulative only and in no way affect any other right at law or in equity which California Pacific International Exposition may have or assert against the Concessionaire upon the happening of any such breach.

California Pacific International Exposition reserves the right at any time to cause to be removed from the Exposition Grounds, at the expense of the Concessionaire, the Applicant's Concession or any part thereof, or any person, spectacle, exhibition, equipment, device, article, or other matter connected with his Concession which, in the judgment of California Pacific International Exposition is for any reason unsatisfactory. The opinion of California Pacific International Exposition in this regard shall be final and conclusive.

10. Miscellaneous Provisions.

(a) In the operation of all Concessions, Concessionaires must comply fully with the laws of the United States of America and of the State of California and with the Ordinances of the City of San Diego, and of other competent governmental authorities, as such Laws, Ordinances, Rules and Regulations may from time to time be in force and effect.

(b) All Concessionaires selling materials for human consumption shall at all times maintain pure, clean and wholesome stocks which must be kept free from all contamination and served according to the highest standards maintained by other dispensers of the same or similar materials. All such Concessionaires must carry with their Public Liability coverage the standard "Products Liability Coverage Endorsement" policy, protecting California Pacific International Exposition against claims for damages on account of bodily injuries or illness, including death, wherever occurring, as a result of consumption or use of any article or product manufactured or distributed by the Concessionaire.

(c) California Pacific International Exposition reserves the right to determine and fix the price of admission to each Concession, and to fix the price at which any article or service may be sold or rendered.

(d) Neither California Pacific International Exposition nor any of its members, directors, officers, agents or employees shall be liable for any misrepresentation or fraud on the part of a Concessionaire, or for failure on the part of a Concessionaire to deliver any article or render any service sold or contracted to be sold by the Concessionaire.

SECTION VIII.

Protection

1. Police and Fire Protection.

(a) Each Concessionaire shall provide and maintain one fire extinguisher, of a type and size approved by California Pacific International Exposition, for each 400 square feet or fraction thereof of his Concession and he shall instruct all his employees respecting the proper use of said fire extinguisher.

(b) Concessionaires may at their own expense employ watchmen to guard their property. Such watchmen will be subject to the rules and regulations prescribed for employees of Concessionaires, in addition to all rules and regulations governing employees of California Pacific International Exposition. If a watchman should not be satisfactory to California Pacific International Exposition, the Concessionaire shall, on written order of California Pacific International Exposition, exclude the watchman from the Exposition Grounds.

2. Substances Prohibited.

No Concessionaire shall use or permit to be stored in the area of his Concession any benzine, naphtha, turpentine, kerosene, illuminating oil, explosive, or other similar substance prohibited for such places in the standard policies of fire insurance companies doing business in the State of California.

3. Protective Devices.

The Concessionaire shall place protective devices around all mechanical apparatus which might prove

dangerous to employees or visitors. All electrical equipment shall be insulated or shielded for the protection of visitors and other persons. In the operation of all Concessions, the utmost care shall be exercised by the Concessionaire for the safety and convenience of the public.

4. Liability For Injury or Damage.

California Pacific International Exposition shall in no event be held liable for injury, damage or loss sustained by the Concessionaire or others in interest with the Concessionaire, occasioned by or directly or indirectly attributable to any act or omission of the Concessionaire, or of any of the agents, servants, employees or patrons of the Concessionaire, or caused by the negligence, wantonness or malice of any person or persons not at that time directly under the control of California Pacific International Exposition, or by any person in the employ of California Pacific International Exposition acting outside of his duties or in conflict therewith, or from fire originating in the structures of the Concessionaire or outside thereof and communicating thereto, or the bursting of any pipe or main, or by or from water, gas, or electricity from any source, or by the acts of rioters or the public enemy, or from any other cause beyond the control of California Pacific International Exposition.

SECTION IX.

Collections and Accounting

1. Collection of Gross Receipts and Weekly Settlements.

All gross receipts from every Concessionaire will be collected by or deposited with California Pacific International Exposition at such times, in such manner, and by such agencies as it may determine. California Pacific International Exposition will keep a separate account of such receipts from each Concessionaire, which shall at all reasonable times be open to the inspection of the Concessionaire or his duly authorized representative.

California Pacific International Exposition will settle with the Concessionaire at such times as it may from time to time determine, provided that such settlements shall be made at least once in each week. On any such settlement, California Pacific International Exposition shall deduct from the amount which would otherwise

be due and payable to the Concessionaire the Percentage Charge and all other sums which may be due California Pacific International Exposition from the Concessionaire, and it may deduct such further amount as it may determine to be necessary in order to protect California Pacific International Exposition against the claims of any and all persons for any act or omission of the Concessionaire. The balance of the gross receipts shall be paid to the Concessionaire.

2. Cashiers and Ticket Sellers.

California Pacific International Exposition may, in its discretion, appoint and designate Cashiers, Ticket Sellers and Ticket Takers, who shall collect all of the gross receipts and/or tickets derived from and/or used in the operation of Concessions, and, in the event of such appointment and designation, the cost to California Pacific International Exposition of such Cashiers, Ticket Sellers and Ticket Takers shall be paid by the Concessionaire to California Pacific International Exposition.

3. Cash Registers, Turnstiles, Etc.

California Pacific International Exposition may require any Concessionaire at the Concessionaire's expense to install or use coin devices, cash registers, turnstiles, ticket choppers, duplicate tag devices, tickets or tags, or any other equipment or devices necessary or proper in the opinion of California Pacific International Exposition, for recording attendance, service or sales in connection with the Concession.

4. Concessionaires' Accounting.

Every Concessionaire shall keep books of account in such form as may be prescribed by California Pacific International Exposition, and the Concessionaire shall make such accounting and settlements with California Pacific International Exposition in such manner, upon such vouchers and at such times as California Pacific International Exposition may from time to time direct.

5. Payments By Concessionaires.

The Concessionaire shall promptly pay to all persons, firms and corporations, including California Pacific International Exposition, all amounts due for gas, electricity, light, water or other service, wages, materials, supplies, merchandise and commodities furnished to the Concessionaire or used in connection with the construction, installation, equipment, stocking or oper-

ation of the Concession, and all damages to persons or property due to any negligence, wantonness or malice of the Concessionaire, or of any person in the employ or acting in the interest of or under the direction of the Concessionaire. In case of default herein, California Pacific International Exposition at its option, and without waiving its right based upon such default to terminate the Concessionaire's rights in the Concession, may pay on account of the Concessionaire the amount or any part of any claim or claims against the Concessionaire, and its payment thereof shall establish between it and the Concessionaire the correctness of the amount so paid and the legal liability of the Concessionaire therefor, and the Concessionaire shall thereby be and become obligated to repay to California Pacific International Exposition the amount of any such payment at the date thereof, together with interest thereon at the legal rate from the date thereof until the same shall have been fully repaid together with all cost incurred and a reasonable attorney's fee to be fixed by the Court in the event of suit in the collection thereof. California Pacific International Exposition, at its option, shall have the right to make any such payment out of any or all funds belonging to the Concessionaire which it may have in its possession. The foregoing provision is made solely for the benefit and protection of California Pacific International Exposition and no rights shall vest in any third party on account thereof, and no claim may be advanced by any third party because of the same.

SECTION X.

All rules and regulations set forth in this pamphlet are applicable to all Exhibitors and Concessionaires. All regulations apply equally to both types of applicants.

The failure of California Pacific International Exposition to insist in any one instance or more upon the observance and/or performance of any of these Rules or Regulations shall not operate or be deemed to be a waiver of any future breach or in any manner estop California Pacific International Exposition from enforcing any of the rights, privileges or remedies herein reserved to it.





