



February 13th & 14th, 2010
 Fort Myers/Estero/Naples

Germain Arena
 11000 Everblades Pkwy
 Estero, FL 33928

Exhibitor Application and Agreement

Company Name: _____

Nature of Business: _____

Contact: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell# _____

Email: _____

SHOW RESERVED	BOOTH SIZE	TOTAL	BOOTH #
February 13th & 14th, 2010	_____	_____	_____
• Ft. Myers/Estero/Naples	_____	_____	_____
	Sub-Total	_____	
Electric <input type="checkbox"/> 110v <input type="checkbox"/> 220v		_____	
Corner Premium <input type="checkbox"/> Yes <input type="checkbox"/> No		_____	
	TOTAL DUE	_____	
			FOR OFFICE USE

Payment is due in accordance with the following schedule:

50% Deposit - With signed contract _____

Balance - Due 45 days prior to show _____

Visa MasterCard American Express Discover

_____ Exp _____ Signature _____ / v-code _____

Exhibitor expressly represents and warrants that it has and shall comply with FTC regulations, full disclosure laws, corporate security laws or state/city laws or requirements to license or register to do business. I hereby confirm that I have read the regulations in the schedule and the Terms and Conditions on the reverse side before signing hereof and by signing am deemed to have accepted the said Terms and Conditions.

Exhibitors' Authorized Signature _____ Date: _____

Print _____

Event Representative Signature _____ Date: _____

Big Boy Expo, Inc. • 16284 Shadow Pine Road • North Fort Myers, Florida 33917
 Phone: (239) 543-9998 • Toll Free: (800) Fla-Expo • FAX: (239) 543-0808 • ShellMarketing@comcast.net • www.BigBoyShow.com

Return White Copy, Keep Yellow Copy

TERMS AND CONDITIONS FOR EXHIBITORS

Definitions: **EXHIBITOR** means any firm, person, company, corporation, institution or committee who has applied for and who has been allocated space in the exhibition, or any agent, representative or employee of the Exhibitor. **ORGANIZER** means solely Big Boy Expo, Inc.

- 1) **ALLOCATION OF SPACE.** All applications must be made on the contract form provided. All applications will be dealt with strictly in order of receipt by the Organizer. In the event that all space available has been allocated under applications previously received, neither party shall be under any further liability hereunder. The Organizer reserves the right to grant or refuse any application without giving reasons. The Organizer will endeavor to allot to the Exhibitor the space applied for and in the location applied for, so far as is consistent with the general arrangement of the exhibition, but the Organizer shall be entitled in its absolute discretion to vary the space and/or position even if already allocated.
- 2) **PAYMENT FOR SPACE.** Checks should be made payable to Big Boy Expo, Inc. and addressed as shown on the Application. All payments for space must be in accordance with the conditions on the Application. Payment with respect to space applied for is due as follows: a 50% deposit is due with contract and the balance is due no later than 45 days prior to the show. Exhibitor agrees that an application received by Big Boy Expo, Inc. without a deposit pending invoicing to exhibitor shall be deemed as valid and binding as though the deposit were made. The balance must be paid according to the terms specified on the application. Non-payment of balance by the due date may result in re-allocation of allocated space and forfeiture of the deposit paid by the Exhibitor. The Organizer will have the right to charge interest at 18% per annum on all amounts overdue for two weeks or more. Exhibitor also agrees that all exhibit fees and any other monies due to the Organizer must be paid prior to move-in of his display into the show building. The Organizer reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this agreement if the Exhibitor is in arrears of any payment due to show, or in arrears of any payment due to any other show managed by Big Boy Expo, Inc. If any legal action or other proceeding is brought to enforce this agreement, the prevailing parties shall be entitled to recover reasonable attorney's fees and other costs incurred in an action or proceeding.
- 3) **CANCELLATION OF ALLOTTED SPACE BY ORGANIZER.** At any time after allotment, Organizer reserves the right on reasonable grounds to withdraw an allotment without reallocation. If any exhibitor is found, subsequent to an allotment, to have been involved in unethical trading or any malpractice, this will be deemed to be reasonable grounds for cancellation of allotted space.
- 4) **POSTPONEMENT OR ABANDONMENT.** In the event of the Exhibition being postponed or abandoned due to any cause outside the control of the Organizer, any refund of exhibit fees to the Exhibitor shall be at the absolute discretion of the Organizer. Such refunds, if given, shall be a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Organizer and reasonable compensation to the Organizer, but in no case shall the amount of the refund exceed the amount of exhibit fee paid. Exhibitor shall not have any right to an accounting review, or audit of the financial records of the Show.
- 5) **CANCELLATION BY EXHIBITOR.** Cancellation of allotted space will be accepted by the Organizer provided written notice is received, and receipt signed for, no later than 45 days prior to the opening of the exhibition. No payments received will be refunded to the Exhibitor by the Organizer in this event. However such payments may be credited to any other exhibition held by the Organizer within one calendar year of the cancellation. Any payment not re-allocated to an exhibition within a calendar year will be forfeited by the Exhibitor. In the event of cancellation by an Exhibitor within the 12 days prior to the opening of the exhibition, the total amount due will become payable and liable to forfeiture. All notices of cancellation must be in writing. Verbal notices of cancellation can in no circumstances be accepted.
- 6) **TRANSFER AND SUBLETTING OF SPACE.** No Exhibitor may transfer, sublet or share all or part of the space allotted to him.
- 7) **LIABILITY FOR LOSS, DAMAGE, ACCIDENT, ETC.** Each Exhibitor exhibits at his own risk in every respect, and should take steps to insure himself against loss or damage however caused. Exhibitors are liable for any injury or accident to themselves and all other persons caused by any process or items inside or outside the exhibition venue for which they, their representatives or servants are responsible. No liability for such losses, injuries or accidents will be accepted by the Organizer and all Exhibitors shall keep the Organizer indemnified in respect of losses or damages to property of the Organizer, its servants, contractors, or agents, other Exhibitors, their servants or agents and the public. Each Exhibitor will make good any damage to the building or fixtures therein, any property belonging to the Organizer, its servants or agents however caused.
- 8) **SALE OF EQUIPMENT AND GOODS.** Extra booth fittings and exhibits must conform with the requirements of the Organizer, building management, local Fire Department and any other Authority under whose jurisdiction the exhibition venue falls. The Organizer reserves the right of final decision regarding any dispute arising from the unsuitability of any equipment, fittings and exhibits in accordance with any such authorities.
- 9) **DELIVERY AND REMOVAL OF BOOTHS, EXHIBITS, ETC.** Unless otherwise notified, no goods or deliveries may be made to the venue before 1:30 p.m. on the day preceding the first day of the exhibition. ALL of the Exhibitors property must be removed from the venue by 8:00 p.m. on the final day of the exhibition. The Exhibitor will indemnify the Organizer for all costs incurred by it in respect of such property being on the venue site outside the stated hours.
- 10) **UNPACKING AND STORAGE OF PACKING CASES, ETC.** All packing materials must be removed from the venue no later than one hour prior to the first day opening of the exhibition and may not be brought back into the venue prior to the closing of the exhibition on the last day. The Organizer will advise Exhibitors regarding any storage facility that may be available within the venue. All packing material must bear labeling giving name and address of the Exhibitor.
- 11) **REMOVAL OF EXHIBITS.** No part of an Exhibitor's display may be dismantled or removed prior to the closing of the exhibition. Due to insurance policies.
- 12) **OPENING OF DISPLAY AREAS.** All exhibits must be set up by 9:45 am on the first day of the show and must be on view and in the chance of one or more representative of the Exhibitor during all open hours of the Exhibition. No display area is to be closed during the advertised open hours of the Exhibition. The Organizer may reallocate any space previously allocated to an Exhibitor not occupying his space one hour prior to the advertised opening time of the first day of the exhibition. In this event all payments made to the Organizer will be forfeited.
- 13) **PLACARDS, BILLS, POSTERS, AISLE-WALKERS, ETC.** Exhibitors may not place or distribute any advertising matter inside or outside any part of the venue except from within the space allocated by the Organizer without the prior consent of the Organizer.
- 14) **FLOORS AND BUILDING STRUCTURES.** No part of the venue building may be cut or damaged, nor any barriers interfered with, nor shall any fitting or exhibit be in any way attached to any part of the venue building structure.
- 15) **CONDUCT OF EXHIBITORS.** If any Exhibitor's representative, agent contractor or employee should conduct himself in any manner offensive to the Organizer, other Exhibitors or Exhibitors' representatives, the Organizer reserves the right to expel him from the venue for the remainder of the exhibition. No Exhibitor will cause or allow to be caused any noise by himself, his representatives, agents or servants or by any audio equipment machinery or any other source, which is liable to cause annoyance to other Exhibitors by its level of loudness.
- 18) **OBSTRUCTION OF COMMON AREAS.** No Exhibitor shall obstruct or allow to be obstructed gangways, or open areas by his goods or in any other manner.
- 17) **REPRODUCTION.** No object in the exhibition may be drawn, photographed, copied or otherwise reproduced without the written permission of the Organizer. The Exhibitor agrees that the Organizer may take photographs of the Exhibitors booth space, exhibit, and exhibit personnel during, before and after the open hours of the show, for any promotional use by the Organizer.
- 18) **ELECTRICAL SUPPLY, LIGHTING, ETC.** Exhibitors must order all electrical supplies through the Organizer. All electrical fittings, lighting and other devices must be in accordance with the regulations of the Local Authorities, venue and the Organizer. Exhibitors must not tamper with or draw power from any electrical device other than that supplied to them by the Organizer.
- 19) **SECURITY.** The Organizer or the Show Building does not accept responsibility, nor is a bailment created, for merchandise or equipment delivered by or to Exhibitors at any time. The Organizer and the Show Building are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the show, or during set-up or dismantling. Exhibitor understands and agrees that the Organizer security service, whether in uniform or plainclothes, is a presence to inhibit theft and that the Organizer, its agent or official suppliers neither offer nor accept responsibility for Exhibitors property of any kind.
- 20) **USE OF MUSIC.** Use of music in a booth and the legal ramifications of its use become the sole responsibility of the Exhibitor. Show Management does not have any licensing agreements for music usage.
- 21) **INFRINGEMENT OF REGULATIONS.** If an Exhibitor infringes any of the foregoing regulations, or any other regulations by which he has agreed to abide, or any subsequent modifications thereof, the Organizer may void the Agreement between itself and the Exhibitor and eject the Exhibitor, his employees and goods from the Exhibition, without liability to the Organizer or its agents in any way whatsoever nor shall such ejection release the Exhibitor from any payments or obligations for which he may still be liable. If the Organizer exercises the power vested in it by this clause it may retain the goods of the Exhibitor, or take other legal action against the Exhibitor in respect of any monies due by him to the Organizer, whether for rent or for expense of ejecting the Exhibitor, his employees and goods from the Exhibition as aforesaid or otherwise.
- 22) **GENERAL.** If for any reason the Exhibition cannot be held at the site on the dates specified in the application, the Organizer may at its discretion; (a) postpone the exhibition until a later date as appears to Organizer to be reasonable; (b) obtain such alternative premises or grounds as in the Organizers opinion are suitable for the purpose and hold the exhibition on the dates specified in the application, or as near thereto as possible; or (c) declare the exhibition abandoned.
- 23) **AMENDMENTS TO CONDITIONS.** The Organizer reserves the right to alter, value or add to any of the Conditions in the interests of the Exhibition. Should any question arise whether provided for in these Conditions or not, the decision of the Organizer shall be final.