

# ADIRONDACK SPORTS & FITNESS SUMMER EXPO

Adirondack Sports & Fitness, LLC ▲ 15 Coventry Drive ▲ Clifton Park NY 12065 ▲ (518) 877-8788  
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## EXHIBITOR CONTRACT April 24 & 25, 2010 • Saratoga Springs City Center, Saratoga Springs

**COMPANY** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Contact/Title \_\_\_\_\_ Website \_\_\_\_\_

Do you plan to sell taxable products at the Expo? Yes  No  If yes, NYS Tax ID \_\_\_\_\_

Do you need a booth ID sign Yes  No

If yes, provide exact wording for sign: \_\_\_\_\_

Description of company/organization and what you will be displaying/selling (25-30 words for Expo Guide & Website) \_\_\_\_\_

### Exhibitor Booths

Booths are 8' deep x 10' wide. Booths will include: 8' back and 3' side drapes, 8' covered/skirted table, 2 chairs, 1 booth ID sign, extensive advertising/promotion campaign to market the expo, overnight security and exhibitor manual with event specifics.

Do you need electrical service (\$20)? Yes  No  Do you need phone line or internet service (\$200)? Yes  No

Electrical power: Standard 120V/15amp  120V/1000W  208V/30amp  230V/20amp

### Booth Pricing

First booth = \$500 • Second or third booths = 20% discount • Fourth or more booths = 30% discount

ASF advertiser frequency rates: 3-5x = 5% discount, 6-11x = 10% discount, 12x = 15% discount

Non-profit organizations: 50% discount. Number of Booths \_\_\_\_\_ Total Booth Cost: \_\_\_\_\_

**Reserve Space:** Complete contract for exhibit space and mail or fax to Adirondack Sports & Fitness. Full payment is due by March 15, 2010. No exhibitor will be permitted to exhibit unless their account is paid in full. Cancellation of booth space must be received in writing by Adirondack Sports & Fitness no later than March 15, 2010. Booth choices are not guaranteed but best efforts will be made to accommodate requests.

Special Instructions: \_\_\_\_\_

Would you like more info? Sponsorship  Expo Guide Ad  Expo Bag Insert  Giveaways

I have read and agree to the Terms and Conditions accompanying this contract. We understand that this contract shall be legally binding between Adirondack Sports & Fitness, LLC and the exhibitor. We also understand that any change in the information in the contract must be made in writing. A fax or electronic copy of this contract is binding.

EXHIBITOR REP

DATE

ADK S&F REP

DATE

## TERMS AND CONDITIONS

**1. Management and Exhibitor.** The term "Management" as used herein shall define the personnel and its agents acting on behalf of Adirondack Sports & Fitness, LLC to produce the Adirondack Sports & Fitness Expo. The term "Exhibitor" shall define the company and its personnel and agents selecting to participate in the Expo. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.

**2. Exhibiting Companies and Products.** Management has the sole right to determine eligibility for a product or company in its Expo and may remove or relocate unsuitable exhibitors. Management shall have the right to change the location of assigned space for an Exhibitor. Exhibitor agrees not to assign or sublet its space allowed. Exhibitor may display or advertise only goods and services normally manufactured or offered in the course of its business.

**3. Exhibit Space Rules and Contractor Services.** Management shall have the right to establish rules for the show and the use of exhibit space covered by this Agreement, including by not limited to the rules in the Exhibitor Manual. Management shall have full discretion and authority as to the placement of all decorations, signage and display items. Management may require the replacement or redecorating of an item, display or booth and no costs shall accrue to management because of such necessity. Exhibitors are responsible to cover or fix all areas Management may consider unsightly, at Exhibitor's expense. Should an Exhibitor be unfinished with installation as specified in the show rules, Management may take steps to finish said installation at the Exhibitor's expense. Should the Exhibitor fail to follow Expo deadlines for installation in terms of occupying the agreed upon booth space, Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid. No Exhibitor shall have the right to dismantle, unpack or vacate a booth prior to the end of the official show hours without the express written permission of Management. Management reserves the right to amend and enforce Expo regulations as it deems proper to assure the success of the event. Management has selected several "Authorized Contractors" and the use of their services by Exhibitors is highly encouraged.

**4. Attendance.** Management shall have sole control over Attendance policies at all times. All Exhibitors agree to staff their booth(s) during Expo hours.

**5. Enjoyment of Reasonable Business Environment.** Management reserves the right to restrict booth size, noise, characters, lights, entertainment and methods of operation which is deemed objectionable. Any behavior or equipment which Management finds to detract from the general appearance and intention of the Expo may be grounds for eviction. Neon lights, gas, signs, helium balloons, taping items on the facility walls or columns are expressly prohibited. Exhibitors are encouraged to seek approval in advance of the show from Management for questionable items so as to eliminate additional removal costs on the behalf of the Exhibitor at the show. If the Exhibitor fails to comply with respect to show rules and this Agreement, Management may re-take possession of Exhibitor's assigned space, notwithstanding Exhibitor's continued responsibility for all payments due.

**6. Fees and Deposits.** Exhibitor is responsible for timely submittal of fees as noted on this Agreement. Should exhibitor delay payments, Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so. In the event of default by the Exhibitor, Exhibitor remains responsible for payments due and assumes the responsibility for all enforcement costs incurred by Management in collecting such fees.

**7. Security.** Management will provide security guard service during the hours when the Expo is closed as noted in the Exhibitor Manual. Security for all Exhibitor equipment, materials and personnel remains the responsibility of the individual Exhibitor. Exhibitors should retain adequate coverage for theft, damage or any loss. Exhibitors are encouraged to have insurance at their own expense.

**8. Expo Hours and Exhibitor Activities.** Management shall have the authority to set event hours, which may change upon notice to the Exhibitors. Exhibitors agree not to schedule or conduct any activities which conflict with Expo hours, including but not limited to: seminars, luncheons, receptions and hospitality suites. Distribution of Exhibitor literature and materials is limited to the confines of the Exhibitor booth space. Exhibitors are required to wear officially issued badges provided by show management.

**9. Music Licensing.** Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video and all costs for such licenses are the responsibility of the Exhibitor. Exhibitor may be prohibited from certain activities without proof of required licenses.

**10. Liability and Insurance.** Management and/or the Saratoga Springs City Center, their agents and employees, shall not be responsible for any loss, theft, or damage to the property of the Exhibitor, his employees or representatives. Furthermore, Management and/or the Saratoga Springs City Center, their agents and employees shall not be responsible for any damage, illness or injury to Exhibitor personnel, agents or attendees. Exhibitor shall indemnify and hold harmless Management and the Saratoga Springs City Center from all liability which might ensue from any cause whatsoever, including attorney's fees. Exhibitor agrees to maintain adequate insurance to fully protect Management, its co-sponsors, contractors and Saratoga Springs City Center from any and all claims which may arise in connection with the installation, operation and dismantling of the Exhibitor's display. This includes claims under Workers Compensation Act. Exhibitor will be required to pay for any damage caused by its employees or agents.

**11. Compliance.** Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the American with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all such codes and laws have been met, including issues related to facility services. Exhibitor is solely responsible to obtain all necessary permits and tax forms, including submitting any taxes or fees required by local, state or federal authorities.

**12. Cancellation or Termination of the Expo.** In the event that the Expo is unable to operate, in the sole determination of Management, whether due to Acts of God, war, illness, public safety, strike, civil commotion, picketing, fire or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise, Management may cancel, postpone or terminate the Expo. In the event of such cancellation, postponement or termination, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, the Exhibitor's pro rata share of the total amount paid by all Exhibitors, excluding deposits, less all costs and expenses incurred by Management in connection with the Expo.

**13. Exhibitor Cancellation or Nonpayment.** Exhibitor agrees that a reservation is made at the time of execution of this Agreement, whether or not accompanied by pending deposit, and it shall be regarded as valid and binding. If written cancellation notice is received by Management no later than March 1, 2010, there is no penalty. Any written cancellation notice received after March 8, 2010, Exhibitor is liable for 40% of the contracted amount. Any written cancellation notice received after March 15, 2010, Exhibitor is liable for 100% of the contracted amount. Should Exhibitor fail to make timely payments as noted in this Agreement, Management reserves the right to reassign the space to another Exhibitor.

**14. Miscellaneous.** Management makes no representations or warranties as to the condition of the Saratoga Springs City Center, Contractors or Subcontractors involved or the success of the Exhibitor's efforts for which the exhibit space is to be used. This Agreement shall be governed as a whole in accordance with the laws of New York State. Any actions arising out of enforcement of this Agreement must be initiated in New York State. This Agreement and these "Terms and Conditions" represent the sole and entire agreement between Adirondack Sports & Fitness, LLC and the Exhibitor, and it supersedes all prior agreements and discussions. Show management does not offer exclusivity for any product or service, nor does it guarantee that exhibitors will not be placed in proximity to competitors. Corner space requests are not guaranteed. "Corner" means at least one side of a linear booth will have an empty booth next to it. No person at Adirondack Sports & Fitness, LLC is authorized to make changes to this Agreement except in writing with the signature of the manager of the company. The provisions set forth are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity of enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or service interruptions that may occur.

The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority to do so and may bind the entity for which they sign. By signing this Agreement, Exhibitor authorizes Management to use its company name and any photographs taken at the Expo for promotional purposes.