

Baytown Wedding Expo Exhibitor Application, 2012

Business name: _____
Representative name: _____
Business address: _____
Business phone number: _____ Rep cell phone number: _____
Representative/business email address: _____
Business web site address: _____
Business area of specialty: _____
Sales Tax and Use #: _____
I heard about this Expo from _____

BOOTH SELECTION:

SINGLE BOOTHS

Please see attached map with price and electricity structure. Write your booth preference below:

_____ \$200

_____ \$250

_____ \$300

_____ \$350

_____ Brides in Excel spreadsheet-\$25

Booth Preference (see attached map) 1st _____ 2nd _____ 3rd _____

DOUBLE BOOTHS

With the purchase of one booth, you may add an adjoining booth for 10% off the cost of an equal or lower-priced booth. Please adhere to # 1 and any other applicable rules in the attached Terms and Conditions (no booth sharing).

_____ DOUBLE BOOTH (write booth choice below)

METHOD OF PAYMENT: (circle one) cash check credit card

Credit Card information: (circle one) MasterCard VISA Discover Card American Express

Name on card: _____

Credit card number: _____

Expiration date: _____ cvn: _____ **Street address and ZIP (if different from above):**

Please charge:

_____ My whole fee now **OR** _____ 50% deposit to my card now and 50% in two (2) months from date of application.

Please remit application to address in footer or fax to 281-422-0877.

Business Commitment: I hereby apply for exhibit space in the Baytown Wedding Expo, February 25, 2012. If accepted, I agree to abide by the Expo terms, conditions and regulations printed on the back of this form. Applications cannot be accepted without signature and minimum 50% booth payment as non-refundable deposit. I acknowledge that I received a copy of the rules and regulations if contract is received by fax. Booth spaces are first come, first served by availability and spaces are not held until a deposit has been received. If my application is denied, I understand that I will receive a full refund of my deposit or exhibitor space fee, whichever applies.

Representative signature

Date

For administrative use:

Baytown Wedding Expo

Terms and Conditions:

1. Limitations on Distribution of Promotional Materials and Sharing of Booths:

Exhibitors will be permitted to demonstrate products and/or services, solicit orders, and distribute advertising materials (including signs, literature, or business cards) only from their assigned exhibit space and only for products and/or services which are provided in the exhibitor's normal operation of business. Distribution or display of advertising materials from non-exhibitors, and distribution of advertising materials in aisles, registration areas, lounges, seating areas, or grounds of show facility is prohibited. Expo Management reserves the right, at its sole discretion, to determine if a breach of this clause exists. Exhibitor may not assign its contract for exhibit space or permit any other person or company to use any part of such space without written consent from Expo Management. Exhibitor agrees to be held liable for any unauthorized use of its exhibit space and that the damages to Expo Management resulting from each unauthorized use will be set at a dollar amount equal to the fee for the exhibitor's space in the show. Any print or web media outside of Baytown Wedding Expo may not be displayed or distributed by any vendor at any time without prior written permission.

2. Booth Assignments: Expo Management will make best efforts to assign the exhibit size and location of Exhibitor's choice; however, Expo Management reserves the right to alter the show floor plan and/or reassign the location of Exhibitor. In the event of the relocation of an exhibit space, Exhibitor shall receive a refund of the cost differential, if any, between the original and the relocated exhibit. Exhibitor agrees that Expo Management shall not be liable to Exhibitor for any other loss or damage suffered by Exhibitor by reason of such relocation.

3. Attendee List: A list of attending brides will be made available to Exhibitor. Exhibitor agrees that the list shall remain the property of Expo Management, and Exhibitor agrees not to sell, lend, share or otherwise transfer the list to any other business or individual for any reason. Exhibitor agrees to be held liable for any unauthorized use of the list and the damages to Expo Management resulting from each unauthorized use will be set at a dollar amount equal to the CAN-SPAM Laws in place at that current time.

4. Exhibitors Restrictions/Safety Issues: All displays erected for the show must be free standing and may not exceed the boundaries of exhibit space without written permission from Expo Management. Exhibitors are prohibited from attaching anything to walls, columns, windows, or fixtures of show facility. Exhibitor shall leave space occupied by them in the same condition as at the time when first occupied. Expo Management reserves the right to restrict displays which, because of noise or method of operation, interfere with other exhibitors, and prohibit or remove such displays and/or personnel which in the opinion of Expo Management become objectionable and/or detract from the character or appearance of the show. The use of audio and/or video equipment is an exception to the rule, not a right, and Expo Management reserves the right to determine at which point audio and/or video constitutes interference with others and must be discontinued. Exhibitor is charged with having knowledge of and compliance with all laws, ordinances and regulations pertaining to licensing, sales tax, health, fire prevention, public safety, copyright, and the Americans with Disabilities Act. Exhibit materials, decorations and display items must be fire safe. If an exhibit does not comply with the regulations or otherwise presents a hazard or danger, Expo Management may remove the exhibit with no liability for refund or exhibit fees.

5. Set-Up/Break Down Exhibitors may enter show facility for the purpose of exhibit set-up as per times given in exhibitor kit. Exhibitor must use authorized loading areas and remove vehicles from loading area immediately after unloading. Set up of exhibit must be complete no later than one half hour before show opens. Should Exhibitor fail to occupy its space during the scheduled set-up period, Expo Management shall have the right to take possession of said space without liability for a refund of exhibitor fees. Exhibits may not be dismantled or removed before show has closed. Exhibits must be removed no later than 2 hours after the show closes. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the expo at conclusion of break down period. Should Exhibitor start the break down of their booth space prior to the close of the expo hours the list of the brides in attendance will be forfeited by the Exhibitor and Expo Management will not be responsible for any refund of Exhibitor booth price.

6. Exclusivity/Limitation of Exhibit Categories Expo Management reserves the right to determine the eligibility of any company to exhibit in the expo and further reserves the right to reject any application without explanation or cancel any application and/or limit the number of exhibitors in any category.

7. Liability For Distribution of Edible Items Distribution of samples of food, cake or other edible items is subject to approval of Expo Management and subject to any rules or restrictions set by the expo facility (City of Baytown Health Department). Distribution of alcoholic beverages is prohibited. Exhibitors who distribute edible items agree to assume

all liability and indemnity and hold harmless Expo Management, facility and representatives of the same, for all damage or injury which might ensue by reason of such distribution, and must provide proof of liability insurance. Reasonable precautions will be taken by Expo Management to protect persons and property

8. Liability and Indemnification during the expo, however, neither Expo Management, facility, nor representatives of any of the same, shall be responsible for the personal safety of the Exhibitor or its representatives of the same including, without limitation, all claims for damages based on personal property damage, destruction, loss or theft, personal injury or death, or any other act or failure to act of Expo Management.

9. Publicity Use of Photos or Video Exhibitor agrees that Expo Management may list the Exhibitor in expo promotional materials and use photography and/or video taken at the expo for publicity purposes without compensation to the Exhibitor.

10. Americans with Disabilities Act Any Exhibitor requiring assistance under the Americans with Disabilities Act must notify Expo Management in writing no later than 30 days prior to the show.

11. Emergency Situations In the event of adverse weather conditions, fire casualty, disaster, labor disputes, acts of God, or any other emergency situations beyond the control of Expo Management, Expo Management will, at its discretion, reschedule and/or procure alternate space for the show. Exhibitor agrees that the terms and conditions set forth in this agreement shall apply to any rescheduled date and/or relocation, and Expo Management shall not be liable to Exhibitor for any loss or damage suffered by Exhibitor by reason of such rescheduling and/or relocation of the show.

12. Payment Terms/Cancellation Policies Exhibitor shall not be permitted to bring any equipment or display any material into the show without prior full payment. If payments are not made in accordance with the due dates specified in this agreement, Expo Management may terminate this agreement and reassign space to another exhibitor. Exhibitor shall pay a fee of \$30 or maximum allowed by law for any payment returned by bank. Cancellations received in writing 60 days after the date signed will receive one-half of the deposit amounts as a refund; the deposit being 50% of the total amount due. Full payment (balance after original deposit) is due 60 days after the deposit is paid. No refunds will be issued for cancellations received after 60 days of the original agreement. Expo Management reserves the right to cancel this Exhibitor agreement for any reason by giving 15 days written notice to Exhibitor. In the event that Expo Management cancels this agreement, the liability of Expo Management shall be limited to a return of any amounts paid by Exhibitor without interest or penalty. A late charge of \$25.00 will be applied to overdue amounts.

13. Collection / Litigation Shall litigation be necessary for Expo Management to enforce any condition of the agreement, Expo Management, in addition to any damages or relief awarded, shall be entitled to receive interest at the rate of one and one-half percent per month from the date of breach, court costs and attorney's fees of 100% of the total Exhibition fee. Exhibitor agrees that jurisdiction, venue and choice of law shall be in the state of Texas.

14. Conflicting Agreements The agreements between Expo Management and facility, service contractor and labor organizations shall supersede the agreement between Expo Management and Exhibitor.

15. Changes and Modifications The promotional and instructional information provided by Expo Management to Exhibitor is accurate as of its publication; however Expo Management reserves the right to change or modify details of the show without notice. Expo Management may issue additional rules as it deems necessary for the orderly presentation of the expo. Any rule may be amended at any time by Expo Management provided that such amendment shall not substantially diminish the right or increase the liability of Exhibitor. This agreement shall represent the entire agreement between Exhibitor and Expo Management. Expo Management shall not be bound by any representation or understanding not expressly set forth in the agreement. No provision of the agreement shall be modified except by written mutual consent of the parties.

16. Fax Agreement For the convenience of the Exhibitor, Expo Management will accept submission of the agreement via facsimile. The parties agree that, if a signed copy of this agreement is transmitted by facsimile, the facsimile copy shall be deemed to be an original document and fully enforceable there as.

17. Severability If any clause of this agreement is found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect without regard to the invalidated clause.

18. Resale of Booths: Booth spaces may not be re-sold, traded or exchanged in anyway with prior written consent from Expo Management. If such sale or trade is done both companies will loose the right to exhibit in the show with no refund given.

FINAL NOTE: The last bride to enter the show is just as important as the first bride that enters. Should Exhibitor start the break down of their booth space prior to the close of the show hours, the list of the brides in attendance will be forfeited by the Exhibitor and Expo Management will not be responsible for any refund of Exhibitor booth price.

2012 Baytown Wedding Expo Floor Plan

Booth sites sold First Come, First Served

Booths marked "E" have electricity. Others do not.

Disclaimer: This drawing **is not** proportional.

