

# DREAM WEDDING SHOW

Produced by Business Network Expositions

February 28, 2010

Application to Exhibit

Company Name \_\_\_\_\_ California Resale Permit # \_\_\_\_\_

Name on exhibitor sign: Max 27 Characters and spaces) \_\_\_\_\_

Web Address url: http://www. \_\_\_\_\_

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

Person authorizing \_\_\_\_\_ title \_\_\_\_\_ phone \_\_\_\_\_

email \_\_\_\_\_ fax \_\_\_\_\_

Send exhibitor pkg to: \_\_\_\_\_ title \_\_\_\_\_ phone \_\_\_\_\_

email \_\_\_\_\_ fax \_\_\_\_\_

Emergency contact \_\_\_\_\_ title \_\_\_\_\_ phone (evening) \_\_\_\_\_

I plan to offer food samples in my booth:  yes  no  not sure My product or service marketed by network marketing?  yes  no

List ALL services and/or products to be promoted/displayed: \_\_\_\_\_

If it isn't listed above, it cannot be promoted at the show! All services/products subject to show management approval.

- Space assignment and category availability is based on date of postmark of initial payment with application.
- Booths may not be shared or sublet.
- Includes 8' high black drape backdrop, one draped table, 2 Exhibitor badges, 2 lunch tickets.
- Electrical power is **not included** but may be ordered at an additional charge.

Wish to be near \_\_\_\_\_ Do not wish to be near \_\_\_\_\_ (For our guideline purposes only)

Booth Preferred 1st preference \_\_\_\_\_ 2nd preference \_\_\_\_\_ 3rd preference \_\_\_\_\_

 **MAKE CHECKS PAYABLE TO BUSINESS NETWORK EXPO. A PAYMENT MUST ACCOMPANY THIS FORM TO BE PROCESSED.**

If a check is made out incorrectly, or if a credit card cannot be authorized, no space will be assigned and no exhibitor number will be assigned until a correct check is received or credit card is authorized.

New application or contract is not necessary if preferred spaces not available. Appropriate space pricing will be invoiced or credited.

Size Booth requested  10x10 \$975.  8x10 \$925.  10x15 \$1450.  8x15 \$1375  Other \_\_\_\_\_ How many? \_\_\_\_\_

\$ \_\_\_\_\_ total price of space.

\$ \_\_\_\_\_ electrical power:  500 watts @ \$50  2000 watts @ \$75. A \$25 surcharge will be added if ordered separately.

\$ \_\_\_\_\_ Less Discount for Members: \*Ask for list of Qualifying associations

**Maximum 1 Additional badge or lunch ticket (except for 'oversized' booths)**

\$ \_\_\_\_\_ (\$15 ea x \_\_\_\_\_) add. lunches

\$ \_\_\_\_\_ (\$ 5 ea x \_\_\_\_\_) add. badges

\$ \_\_\_\_\_

\$ \_\_\_\_\_ other:

\$ \_\_\_\_\_ **Total**

PLEASE CHARGE TO MY CREDIT CARD  DISCOVER  VISA  MASTERCARD

NAME AS IT APPEARS ON CARD \_\_\_\_\_

CARD NUMBER \_\_\_\_\_ EXP \_\_\_\_ / \_\_\_\_

SIGNATURE \_\_\_\_\_ AMOUNT  
This Pmt \$ \_\_\_\_\_

BILLING ADDRESS FOR CREDIT CARD  Same as Above Or  see below

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

- This application will become a contract between applying company and the Dream Wedding Show (herein known as management or show management) subject to all terms and conditions of such, upon Show Management's acceptance of application.\*
- A \$40.00 service fee will be charged on amounts 5 days past due. Checks returned unpaid are subject to \$25.00 reprocessing fee. If a check is returned unpaid or credit card is charged back resulting in a past due status, an additional \$40.00 service fee will also apply.
- There are no refunds for canceled space. See terms/conditions on reverse side for information regarding cancellation policy.\*
- Management reserves right to reassign space or cancel without refund, any booth contract not fully paid for by 10 days after due date. See additional terms and conditions on page 2.
- Exhibitor Orientation/training is mandatory for Exhibitors who were not in the 2009 Dream Wedding Show.

Exhibitor: Agrees to all terms and conditions on page 1 and page 2 of this contract.

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Printed name \_\_\_\_\_ Title \_\_\_\_\_

Mail to: Business Network Expo • 2701 Del Paso Rd 130-343 • Sacramento Ca 95835 • (916) 285-6073 • fax (916) 285-6076

WHITE-BUSINESS NETWORK

CANARY-EXHIBITOR

v010610

# Dream Wedding Show (page 2)

## TERMS AND CONDITIONS

Signature \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_

**1. TERMS AND CONDITIONS**-Business Network Expositions and The Dream Wedding Show will be hereafter known as Management or Show Management and includes their agents and employees. This Contract contains all the terms and conditions agreed on by the parties hereto. No other agreements regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties except written agreements authorized by Show Management. Facility is defined as all areas belonging to or under control of the owner of the real property upon which the event is held, including but not limited to all property, grounds, roadways, buildings and parking lots. Exhibitor agrees to abide by decisions of Show Management concerning all matters pertaining to the administration of the Show which are not specifically stated in this contract. Failure to abide by rules at any show, or to satisfy payments due, may result in exhibitor being disallowed to participate in other shows produced by Show Management. No refunds, credits or "rollover" of deposits/payments for such "other" shows will be made. Payments made for this show may be used to satisfy past due balances of preceding shows. Past due balances for this show may be deducted from payments made for other shows, and may cause exhibitor to be disallowed from participating in such other shows.

### 2. USE OF SPACE

**LIABILITY**-The Exhibitor is entirely responsible for the space leased by him/her and shall not injure, mar or deface the premises. Exhibitor shall not drive any nails, hooks, tacks or screws in any part of any building. Exhibitor shall not affix to the walls or window of any building, any advertisement, signs, etc., or use tape, masking tape or any other adhesive-type materials on floors or on painted surfaces except approved taping of carpets. Exhibitor agrees to reimburse facility, and/or decorator, for any loss or damage to premises or equipment occurring in space leased to the Exhibitor or any other area if caused by exhibitor or exhibitor's agents or employees.

**SPACE**-No signs, decorations, advertising matter etc. will be permitted in the aisles, passage-ways or overhead spaces, except by written permission of Show Management. Violation of any of the following, may result in the booth being shut down and no refunds, credits or "rollover" will be allowed. All exhibit items and personnel must remain within the boundaries of their own spaces. No selling in aisle ways or other exhibitor's space. Exhibitor may not erect signs or displays that obstruct the view, may occasion injury or disadvantageously affect the display of other Exhibitors (including the light or space of another Exhibitor). Display material exposing an unfinished surface to adjacent booths must be finished or covered at the exhibitor's expense. Any noise resulting from demonstrations/promotional activities must not interfere with other exhibitors. Show Management is the sole judge of what constitutes interference.

Space is to be used solely for Exhibitor named on this contract. Exhibitor will not sublet or assign any portion of booth space without written consent of Show Management. Business cards, flyers, brochures, signage, photos, magazines, or other items promoting a company/product not named on this contract or officially exhibiting, will not be allowed in the booth or any other area of the show. If this occurs without written permission from show management, exhibitor agrees to pay \$975.00 for each occurrence, plus a \$500.00 fee, plus reimburse show management for any concessions made to any other exhibitor(s) to satisfy any market category violations etc. that may have resulted by the violation of this rule. Show management must be notified and approve of any booth staff that are not owners or employees of exhibiting company.

If Exhibitor fails to occupy or use his space or to have his exhibit completed and in place by the end of specified move in time of the show, he shall forfeit his right to the space, all prepaid rents, and upon demand pay any rental balance owing to Management.

**RESTRICTIONS** - The Management reserves the right to restrict or remove exhibits that may have been falsely entered into, deemed by the Management to be unsuitable or objectionable, or which compete with category assignments. No refunds, credits or "rollover" will be allowed. Exhibitor will pay any balance due upon demand. All category assignments are the sole discretion of show management. These restrictions also apply to noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the show or the Show Management.

Employees, independent contractors, partners, owners or investors, for any show marketing to the wedding industry, may not contract for exhibit space or work in booth for this show, unless specifically authorized in writing by Show Management. If this occurs without such authorization, Show Management reserves the right to cancel/shut down the exhibit/booth space, and no refunds, credits or "rollover" will be made. Exhibitor will pay any balance due upon demand. Acceptance of this contract does not constitute such authorization unless specifically noted in writing by show management.

**3. LICENSING/REGULATIONS** -Exhibitor agrees to refrain from playing any music not properly licensed and to indemnify Show Management, Business Network Expositions, their agents and employees against any and all claims or charges relating to any unlicensed music and to defend at its own expense any and all such claims and charges. Exhibitor agrees to pay when due, any and all royalties, license fees or other charges accruing or becoming due to any firm, person, corporation or association by reason of any music, either live or recorded or other entertainment of any kind or nature, played, staged or produced by the exhibitor, its agents or employees within the premises covered by this contract including but not limited to royalties or licensing fees due to BMI or ASCAP.

Any and all City, County, Local, Municipal, State or Federal licenses, inspections, permits required of Exhibitor by law, or by the facility, for the installation or operation of his exhibit shall be obtained by the Exhibitor at his own expense, and submitted to Show Management, not later than two weeks prior to the setup of the show. Failure to obtain such license permit etc. by this time, may result in exhibit being canceled and no refunds, credits or "rollover" will be allowed. Exhibitor will pay any balance due upon demand. All Booths and decorations must concur with facility regulations, city ordinances, county and state regulations and local codes. Materials for booth decorations and construction must be fire retardant. Violations may result in shutting down the exhibit, or in the removal of any materials found to be in violation.

**4. SECURITY**- The facility will be locked after setup ends and security guards will be on duty. However, neither The Dream Wedding Show, Business Network Expositions, facility management, nor our insurance company are financially liable for losses or "mysterious disappearance" of any kind. Exhibitors should contact their insurance agents to confirm coverage of exhibit materials. Any additional security must be arranged by the Exhibitor at his own expense, directly from the facility.

**5. LIABILITY** - Neither Show Management, The Dream Wedding Show, Business Network Expositions, nor their representatives, employees, agents, nor facility, nor any member of the above named will be responsible for any injury, loss, or damage that may occur to the exhibitor or exhibitor's property from any cause whatsoever. The exhibitor, on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage or injury.

**6. INDEMNIFICATION** Exhibitor shall indemnify and hold The Dream Wedding Show, Business Network Expositions and it's designated management or production company, their agents and employees and the facility harmless, from and against any and all claims and/or liabilities arising from Exhibitor's use of exhibit space, or from the conduct of Exhibitor, his employees or agents, work or things done, permitted or suffered by Exhibitor in or about its exhibit space or elsewhere on or in facility covered by this agreement. Exhibitor further agrees to indemnify and hold Show Management and designated management or production company, their agents and employees harmless from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

**7. INSURANCE** - Exhibitors shall carry and maintain during the period of the show, including move in and move out days, and at his sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance in an amount of not less than (\$1,000,000) one million dollars per occurrence unless otherwise agreed to in writing. The facility, Dream Wedding Show/Business Network Expositions and it's designated management must be named as additional insured. Proof of workers compensation insurance is required and must be available upon request. Exhibitor warrants by signing this agreement, it has complied specifically with these insurance requirements

**8. RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD** - Management shall not be liable for any damages or expense incurred by Exhibitors in the event the show is delayed, interrupted or not held as scheduled; and if for any reason beyond the control of the Management, the Show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management. Show management and their sponsors shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other causes beyond its control.

**9. CANCELLATION POLICY**- No refunds will be made for canceled booths. Exhibitor is responsible for the full price of the space indicated on this contract. Any cancellation does not relieve exhibitor of any balance due. All cancellations MUST BE IN WRITING.

Upon written cancellation by January 15, 2010, 50% of the price of this contract will be forfeited by Exhibitor. Amounts in excess of 50% of this contract may be applied "rolled over" to the following year's show. If exhibitor does not exhibit in the following year's show, all monies shall be forfeited by exhibitor. To be eligible for any credits or "rollovers", all exhibitor handbooks, exhibitor badges, complimentary tickets and parking passes/tickets must be returned to Show Management 14 days prior to exhibitor setup day.

For cancellations after January 15, 2010, exhibitor will be responsible for the full price of the space indicated on this contract. No refunds, credits or "rollover" will be allowed. Cancellation does not relieve exhibitor of any balance due.

For Cancellations within 72 hours of exhibitor setup day, or for failure to show up without notice, Exhibitor agrees to pay an additional \$100 per booth "no show-up" fee to compensate for additional labor by show management. Upon demand, any balance due for the exhibit space must be paid in addition to the "no show-up" fee.

For booths sold on or after January 15, 2010, exhibitor is liable for the full amount of this contract. No refunds, credits or "rollover" will be made if exhibitor fails to exhibit. Cancellation does not relieve exhibitor of any balance due

**10. HOURS** - Exhibitor shall abide by show hours, breakdown hours (move out) and agrees to pay an additional \$500.00 fee in the event the exhibit or display material is dismantled or partially dismantled earlier than the breakdown hours. Exhibits or freight not removed by the final deadline will be subject to additional charges.

**11. PROVISION**: Show management shall have the right to demand arbitration in substitution of legal action by either party. In any action brought by any party under this agreement to enforce any of its terms, the prevailing party shall be entitled to reasonable attorney fees to be fixed by the trial and appellate. Venue for arbitration or judicial proceedings will be Sacramento, California. This contract is governed by California Law.

Should any one or more of the provisions of this agreement be determined to be illegal or unenforceable, all of the provisions shall be given effect separately and shall not be affected thereby.