



**Active Sports Expo
Active Sports Expo Application & Agreement
WestWorld of Scottsdale
September 9-11, 2016**

APPLICATION & AGREEMENT FOR ACTIVE SPORTS EXPO

The undersigned (hereinafter, called the "Exhibitor") hereby applies for space in Active Sports Expo (ASE), held on September 9-11, 2016, and held at WestWorld of Scottsdale, which is located at 16601 N Pima Road, Scottsdale Arizona 85260.

1. EXHIBITOR INFORMATION:

COMPANY NAME: _____

CONTACT: _____

STREET ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

EMAIL: _____

WORK PHONE: _____

MOBILE PHONE: _____

FAX: _____

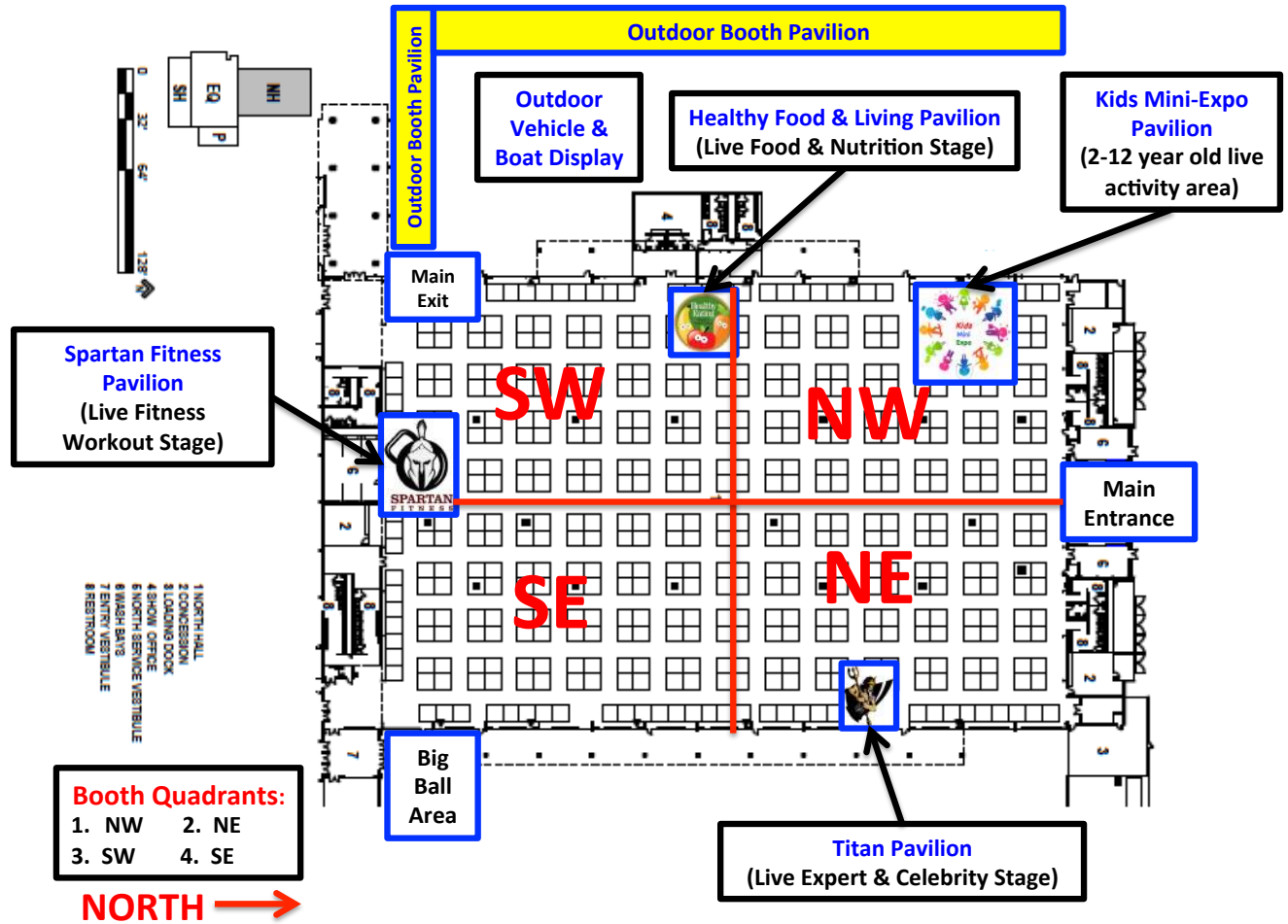
COMPANY WEBSITE: _____

2. BOOTH LOCATION PREFERENCES & BOOTH FEES

Below is a description of available booth configurations and pricing.

- **Outdoor Pavilion Booths** – These are outdoor booths located on the west side of the North Hall on a pavement surface. The \$350 per 10'x10' space does not include any pipe & drape fabric walls or any booth decorations / materials. Exhibitors are to bring their own tent or booth.
- **Inline Booths** – These are 10'x10' booths side-by-side in the center of a booth row, not on any corners. Inline 10'x10' Booths are priced at \$500 each, which includes one 8' high x 10' wide backwall drape wall, along with two 3' high x 10' long drape side walls.
- **Corner Booths** – These are 10'x10' booths on the corners of each row of inline booths. Corner 10'x10' Booths are priced at \$600 each, which includes two 3' high x 10' long drape side walls.
- **Premium Booths** – These 10'x10' booths are located at key premium locations within the expo floor area, such as entrances, exits, adjoining special speaker/active pavilion stages and major concourse intersections. Premium 10'x10' Booths includes one 8' high x 10' wide backwall drape wall, along with two 3' high x 10' long drape side walls.
- **Multiple Adjoining Booths** – For those exhibitors choosing to purchase adjoining 10'x10' booths at the show, the price for each 10'x10' booth is discounted by 10% per booth. For example, if an exhibitor purchases four(4) inline 10'x10' booths at \$500 each, their total price for all four(4) booths would be \$1,800. This would be based on 4 booths at \$500 each = \$2,000, divided by the 10% discount (ie. \$200) = \$1,800 total booth price.
- **Booth Fees** – Total booth(s) total cost due upon submittal of this “Active Sports Expo Application & Agreement”. If Exhibitor is not accepted to the expo by Active Sports Expo director/organizer, then all of the booth fees will be immediately returned to the prospect Exhibitor. Checks to be made out to: “Active Sports Expo LLC”, or payment can be processed via credit cards or debt cards.
 - **Booth Fee Cost Breakdown:**
 - \$350 – 10'x10' Outdoor Pavilion space (no pipe & drape)
 - \$500 – 10'x10' Inline booth(s)
 - \$600 – 10'x10' Corner booth(s)
 - \$750 – 10'x10' Premium booth(s)
 - 10% Discount - 10% off each 10'x10' booth spaces with two or more adjoining booths.

Active Sports Expo Booth Layout & Stage Pavilions



3. BOOTH CHOICES & PAYMENT.

Indicate your choices for booth locations below. See Paragraph 2: “BOOTH LOCATION PREFERENCES & BOOTH FEES” above to reference booth descriptions and pricing. Final assignments will be based on availability at the time of receipt of application, properly signed Agreement and accompanied by full booth(s) payment. Select either SW, NW, SE or NE quadrant listed above.

- 1st Quadrant Choice: _____
- 2nd Quadrant Choice: _____
- 3rd Quadrant Choice: _____

Total number of booths requested _____ x 10% Discount if purchasing two(2) or more booths, for a Total Booth Fee of \$_____. If only one(1) booth is purchased, then full booth payment is required (no discount). Full payment is due upon Application submittal by Exhibitor.

4. TOTAL PAYMENT & PAYMENT INFORMATION:

Payment Selection: Check VS MC AX (Make checks payable to "Active Sports Expo LLC")

Card #: _____

Exp. Date: #: _____

Security Code: #: _____

Card Holder Name: #: _____

Card Holder Phone #: #: _____

Card Holder Signature: #: _____

Today's Date: #: _____

5. COMPETITORS

Please list companies/organizations with similar products or services you **do not** wish to be adjacent to or across from:

- 1.
- 2.
- 3.

6. SIMILAR PRODUCTS

To avoid being placed next to a similar product, please indicate products to be exhibited in your booth.

- 1.
- 2.
- 3.

7. CONTRACT

This contract shall not be binding unless and until it is accepted and approved in writing by Active Sports Expo LLC. The rules and regulations printed in this Agreement shall be constituted as part of this contract and the Exhibitor agrees to abide and conform thereto.

In witness whereof, the Exhibitor applicant has caused this contract to be signed by an officer of the company or person duly authorized:

Authorized Signature:

Name (please print): _____

Title: _____

Date: _____

8. APPLICATION SUBMISSION

There are three(3) methods to deliver this Agreement:

1. **Email.** Scan your completed Application, then scan the Agreement and email as an attachment to exhibitor@ActiveSportsExpo.com.
2. **Fax.** Fax your completed Application to: (623) 399-4909. Upon completing faxing your Application to the above number, immediately email for a confirmation of receiving your Application to exhibitor@ActiveSportsExpo.com.
3. **Mail.** Mail your completed Application to: Active Sports Expo LLC, 9054 W Bajada Road, Peoria AZ 85383.

Applications that are incomplete, illegible, unsigned or not accompanied by a payment will be returned for completion before booth assignment can begin.

FOR OFFICE USE ONLY

Date Application Received: _____

File Number: _____

Payment Information: _____

Booth(s) Assigned: _____

Accepted for ASE by: _____

ACTIVE SPORTS EXPO TERMS & CONDITIONS

The Active sports Expo is a Public Show and forum for companies and individuals involved in all aspects of health and fitness. As such, the aesthetics and other standards governing the Show must be uniform & of high quality. To that end, the Show and its authorized representatives and assignees (hereinafter referred to as Show Management, reserve the right to refuse display booth space to, and to close the exhibit of, anyone whose products, displays or conduct are not, in the opinion of Show Management, compatible with the general character and objective of the Show. By submitting an application, the applicant agrees to be governed by the decision and direction of Show Management relative to the character and conduct of the Show.

1. It should be understood that Show Management's primary concern and objective is to provide a consumer Show that best serves the needs of exhibitors and attendees. Therefore, all decisions concerning allocation of Show Space, the nature and mix of exhibitors, and the acceptance or non-acceptance of any application are within the sole discretion of Show Management.

2. Applications submitted must be accompanied by payment in full. Booth assignments are made on a first-come, first-serve basis. All exhibit space payments shall be in US Dollars, through a US Bank or international money draft or credit card company.

3. In the event of cancellation by Exhibitor, request must be made in writing. If Show Management receives notification on or before July 1, 2016, 50% of the deposit will be returned. After that date, the deposit will be forfeited.

4. Applicant's right to space and to continued use of space during the Show is a right governed solely by the provisions hereof and is not a lease or tenancy, nor shall it be construed as such. Whenever possible, space assignments will be made by Show Management with due regard to the preferences requested by the exhibitor. Show Management will make reasonable efforts to separate Exhibitors of like products, but no assurance can be given as to such separation. SHOW MANAGEMENT RESERVES THE RIGHT, IN SOLE DISCRETION, TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS AND TO CHANGE ASSIGNMENTS AT ANY TIME.

5. No Exhibitor will assign or share the space allocated with another firm, person or entity. Exhibitor is not permitted to feature names or advertisements of non-exhibiting firms, distributors or agents. Exhibitors must display only goods and services, manufactured or marketed by it in the regular course of its business. Should an article of non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business.

6. Show Management makes no claims as to the Show's suitability for a particular purpose of the Exhibitor, and the Exhibitor expressly agrees that the expectations and responsibility for benefit are solely its own.

7. It is conceivable that, during the Show, circumstances may arise that substantially handicap the operation of or prevent the occupancy of a particular exhibit space. If such circumstances are under Show Management's direct control and are not addressed specifically or generally in these rules and regulations, or in materials provided by Show Management to Exhibitors, Show Management may provide a remedy to the Exhibitor by terminating the contract. In such an event, Exhibitor's sole and exclusive remedy shall be a refund of all charges of space paid to Show Management, prorated for the number of days the exhibit was operated. The Exhibitor expressly agrees that Show Management shall not be held liable for fees, costs & losses or expenses beyond those paid directly to Show Management, or for any other consequential damages.

8. All booths are approximately 10 feet by 10 feet, unless otherwise indicated in the exhibit floor plan. Exhibit space will be allocated in units, indicated on the exhibit space floor plan.

9. Standard booths are uniformly constructed with 8-foot high drape-type back wall (drape panels, flame retardant treated) and 3-foot high draped sides, supported by aluminum pipe and stanchions. Additional booth packages (ie. tables, chairs, wastebasket, etc) and other services or materials, along with handling, electricity, telephones, special furniture, etc., must be ordered separately by the Exhibitor and are not included in the charge for the exhibit booth space.

10. Show Management reserves the right to fix the time for installation of each exhibit prior to the Show opening and for removal after the conclusion of the Show. Installation of exhibits begins September 9, 2016 at 8:00 AM and must be completed by 10:00 PM. Any exhibits not visibly claimed and occupied by this time may be reassigned without refund. Exhibits are to remain intact for the entire Show and are not to be dismantled prior to the Show closing at 5:00 PM on September 11, 2016. Exhibits are to be removed between 5:00 PM and 11:00 PM on September 11, 2016. Show Management is hereby authorized to remove, at Exhibitor's expense, and without liability for loss or damage, any material occupying exhibit space after this time.

11. Show Management reserves the right to restrict the operation of, or remove completely, any exhibit, which, in its opinion, detracts from the general character of the Show as a whole. This includes, but is not limited to, exhibits which, because of amplified sounds, noise light, method of operation, display of unsuitable or offensive material, smoke, odor or disruptive personnel, are determined by Show Management to be objectionable to the successful conduct of neighboring exhibits. The consumption or possession of alcohol is prohibited in any and all cases related to exhibiting at the Show. Violation of this provision in any manner by any exhibitor and or representative of company are cause for removal of those in violation from Show. It is Show Management's sole discretion if violation necessitates exhibit booth to be removed completely. Exhibitor assumes any and all costs associated with the removal of booth and will not be due any refunds or credits.

12. Exhibitors may not use live or recorded music without prior written consent of Show Management. Such Exhibitors will be responsible for all licenses, fees and costs of such music. Exhibitor agrees to indemnify and hold harmless Show Management for any such payments.

13. Exhibitors must cease operation, demonstration, or distribution of samples of any kind whenever such action blocks the aisles or in any way handicaps nearby Exhibitors.

14. All promotional activities as defined by Show Management must be confined to the limits of the Exhibitor's assigned space. Distribution of circulars may be made only within the space assigned to the Exhibitor presenting such materials. No advertising material, slogans, logos, whether in print or on clothing, vehicles, etc. or promotion of any kind is permitted outside the confines of the Exhibitor's assigned space. Further, the distribution or display of promotional or advertising material, which, in the opinion of Show Management, tends to detract from the professional purposes of the Show, is not permitted. Advertising, promotional or materials that might be construed to be a lottery is prohibited.

15. Cash transactions and/or sales of merchandise or products for delivery on the exhibit floor is possible only if Exhibitor has applicable Arizona tax identification, collects Arizona Sales Taxes, reports sales, etc. Exhibitor agrees to provide with this signed agreement a copy of their resale number. Writing and/or taking sales orders is encouraged.

16. It may be necessary for the conduct of other exhibits or Show operations to access utility connections in Exhibitor's booth. Exhibitor expressly agrees to permit such access, which may include placing conduit, cable, ramping, etc. at the booth.

17. Exhibitor must have a booth representative present in the exhibit booth and exhibit must be fully operational at all times Show is open. Booth representatives must be properly clothed, in keeping with the Show environment.

18. Shopping bags of reasonable size, in reasonable quantity, may be distributed, provided such distribution does not pose a security hazard as determined by Show Management.

19. Helium balloons are prohibited.

20. No live animals or insects are permitted in exhibits.

21. Regarding the Americans with Disabilities Act, the Exhibitor agrees to take those steps necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the Exhibitor can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages or accommodations being offered or would result in an undue burden, i.e. significant difficulty or expense.

22. All Exhibits must conform to the rules and regulations of the City of Scottsdale Fire Dept. All drape, carpet, cloth, paper banners, and other decorative effects shall be flame retardant treated.

23. All electrical appliances must be UL approved. All equipment and effects must meet applicable safety standards. Unless otherwise authorized by specific individual permit from the Fire Department, use of fuels other than electricity is strictly prohibited.

24. Neon lighting and glass effects must be shielded so as to prevent breakage.

25. Photography of individual exhibits in the Show is not permitted, unless the individual Exhibitor gives permission. Representatives of the press with credentials are excluded from this regulation.

26. For their own safety and protection, children less than 15 years of age must be accompanied by an adult at all times, including during the move-in and dismantling periods.

27. Any Exhibitor desiring to offer samples must contact Show Management in writing as to the sampling, so as to be certain that this is in compliance with the rules and regulations of the "Center". Show Management reserves the right to prohibit or restrict cooking and use of beverages in the exhibit area. Exhibitors must obtain Product Liability Insurance naming M Catering as additional insured and return to M Catering with the required Authorization to Sample Food & Beverage form provided by M Catering.

28. Exhibitors will not be permitted to store packing crates or materials in the display booth during the Show. These items, when properly marked, will be stored and returned to the booth by the official Decoration Contractor of the Show. It is the Exhibitor's responsibility to mark and identify its crates. Crates not properly marked or identified may be destroyed. Due to the lack of storage facilities, it may be necessary to store crates outside the building. Reasonable effort will be made to protect the crates from the elements, but neither Show Management nor the Decoration Contractor of the Show will assume any responsibility for damage to them.

29. The Exhibitor is responsible for the custody and control of its property while in transit to and from the Exhibit Hall and while it is within the Exhibit Hall. Neither Active Sports Expo LLC, Show Management, its service contractors, WestWorld of Scottsdale nor any of its officers, staff members or directors of any of the same are responsible for the safety of the property of the Exhibitor from theft, damage by fire, accident, vandalism or other causes. Further, the Exhibitor expressly waives and releases any claims or demands it may have against any of them by reason of any damage to, or loss of, any property of the Exhibitor.

30. The Exhibitor agrees to defend and hold harmless Active Sports Expo LLC, Show Management its service contractors, Center and any officers, staff members or directors of all of the same from any and all liabilities, claim loss, cost of expense arising by reason of any damage or injury, including death, which may arise from the operation of, or in connection with its exhibit. Exhibitor shall obtain and maintain during the period of the Show liability insurance in such amounts as Show Management shall reasonably require insuring Show Management, its service contractors, the WestWorld of Scottsdale, and the officers, staff members, and directors of all of the same against risk referred to in the preceding sentence. Before setup Exhibitor must provide a certificate of insurance with National Fitness Productions named as additional insured.

31. The Exhibitor agrees to defend and hold harmless Show Management from all liabilities, claims or expense for any trademark, copyright or patent infringement arising out of the operation or promotion of its exhibit or any performance or exhibit within the event.

32. The Exhibitor, or its agents, shall not injure or deface any property or the building, the booths or the equipment of service contractors or other exhibitors. When such damage occurs the Exhibitor is liable to the owner of the property so damaged.

33. It is required that the Exhibitor obtain complete broad form insurance coverage, at its own expense, covering its liability for property loss or damage.

34. The Exhibitor is required to comply with all contracts in effect between service contractors, the WestWorld of Scottsdale, Show Management, and the labor organization involved.

35. Any Exhibitor requiring the use of labor services in assembling and dismantling its exhibit will not be permitted to use its own employees or employees of other firms other than the employees of the Official Contractors, or recognized contractors with proper Union contracts, except as specified in the Exhibitor's Decorator Kit. Any Exhibitor utilizing service contractors to install and dismantle other than the designated Official Contractor by Show Management must notify Show Management in writing thirty (30) days prior to move-in, and include the name, address of the contractor, name of the supervisor to be in attendance, a certificate of liability, workers compensation and property damage insurance, proper licenses, and a statement of agreement that contractor will comply with all rules and regulations of the Show.

36. All services must be performed by the designated service contractors.

37. Any failure of an Exhibitor to make any payment when due hereunder and any failure to comply with any other provision hereof is an Event of Default. Upon occurrence of an Event of Default, Show Management shall have the right to reassign the Exhibitor's booth, including the right to take possession of such space and to reallocate it to another Exhibitor. Inasmuch as damages upon the occurrence for an Event of Default are extremely difficult or impractical to calculate, the parties agree that Show Management shall be entitled to retain as liquidated damages, and not as a penalty, all sums paid by the Exhibitor to Show Management. Such liquidated damages shall be in lieu of any other remedy available to Show Management, provided however, that the foregoing liquidated damages provision shall be inapplicable to any Events of Default. Show Management may resort to any remedy available to it at law or in equity with respect to any Event of Default occurring with regard to liability and Exhibitor's insurance coverage.

38. If the Show is not held for any reason whatsoever or if the Show commences and is terminated prior to the scheduled closing date, this contract shall be deemed terminated and Show Management shall refund to the Exhibitor all charges for space paid by Exhibitor to Show Management, prorated for the length of time the Show was open and less Show Management's actual incurred expenses. Any and all matters not specifically covered by the preceding Rules and Regulations, or covered in materials supplied to the Exhibitor in the Exhibitor's Decorator Kit or otherwise, shall be subject to the sole discretion of Show Management. Show Management shall have full power to augment, interpret, amend, and enforce these rules and regulations, provided any augmentation or amendments, when made, are brought to the attention of the Exhibitors. Each Exhibitor, for itself, its employees, and its representatives, agrees to abide by the foregoing rules and regulations and any amendments or additions thereto. The Application and these Rules and Regulations, when signed by the parties, constitute a binding contract enforceable under the laws of the State of Arizona. Should a court of competent jurisdiction herein find any rule or provision invalid, such invalidation shall not affect the enforceability of all other provisions herein. Should any legal action be brought in connection with any of the terms and conditions herein, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

_____ I have read and agree to the terms and conditions of this Application. Initials