

For Show Management Use Only

APPROVED AND ACCEPTED this ____ day of _____, 20____. Deposit in the amount of \$ _____ has been received and receipt of same is hereby acknowledged.

2011 FORT WAYNE OUTDOOR SPORTS, LAKE & CABIN SHOW

By: _____ Acct Rep: _____

Total Space Cost \$ _____

Deposit with Contract \$ _____

Check # _____ Date _____

Balance \$ _____

Actual Booth # Assigned _____

Add'l Terms, If Any _____

Authorized Representative _____



**Outdoor Sports,
Lake & Cabin Show**

Show Produced and Managed By:

Coliseum Productions, Inc.

10743 Hoosier Road, Fishers, IN 46037

Tel: 317.227.7419

Fax: 877.491.3753

Email: sales@coliseumproductions.net

EXHIBITOR'S SPACE APPLICATION AND AGREEMENT

Application is hereby made by the undersigned **EXHIBITOR** this ____ day of _____, 20____, for exhibit space at The Outdoor Sports, Lake & Cabin Show, hereinafter referred to as the "**Show**", to be held at Allen County War Memorial Coliseum, from Friday, March 18, 2011 through Sunday, March 20, 2011. Said Show to be produced and managed by Coliseum Productions, Inc., hereinafter referred to as "**Show Management**."

Exhibitor Guarantee for the 2011 Show: A minimum of 1/3 of all booth rent will be applied to our extensive tri-state and internet advertising and marketing campaign.

BOOTH PRICING (No Refunds):

See Show Floor Plan/Rate Card for pricing. Each base booth size is 10' wide by 10' deep and includes an 8' high rear drape, 3' high side rails and one identifying sign. Electricity, carpet, tables, chairs, shipping, etc. are the responsibility of the Exhibitor.

Show Management will do all it can to honor Exhibitors' booth location choices. However, Show Management does reserve the right to unilaterally assign different but comparable booth locations at any time before or during the Show. At some point during or after the Show, Exhibitor will be given the first option to reserve his/her same booth location in the 2012 Show; a 50% deposit will be required to reserve said booth at the time it is offered.

Total Square Feet required: _____; Booth Dimension ____ ft. x ____ ft.; Booth Space(s) requested in order of preference: 1st _____; 2nd _____; 3rd _____

Fifty Percent (50%) of the aforementioned rental cost is due with this Application, unless Show Management agrees otherwise in writing. Your credit card will not be charged (or, the enclosed rental amount will be refunded if paid by check) if this Application is not approved and accepted by Show Management. However, upon approval and acceptance of this Application, the rental balance is to be paid in full on or before January 18, 2011, and failure to pay said rental balance on said date may, upon Show Management's option, result in the exhibit space being re-sold. **All payments and remittances shall be made payable to COLISEUM PRODUCTIONS, INC. \$35 NSF check charge and 18% interest per annum on any unpaid balances beyond due date.**

NO REFUNDS. If payments are not received by the respective due dates, then in addition to all other rights, Coliseum Productions, Inc. reserves the right to cancel booth assignments and offer them for resale. If so, all previously paid monies will be retained to apply against our losses and administrative costs. These terms and conditions are an integral part of this agreement, which represents a binding commitment for you to exhibit at the Show and for us to provide booth space. If you fail to abide by any provisions of this agreement, including the terms and conditions or as may otherwise be set forth in other exhibitor information, Coliseum Productions, Inc. may suspend your right to exhibit and seek damages for breach of this agreement.

SPACE ASSIGNMENT: Booth assignments will be made in the order in which the deposits are received.

CANCELLATION: If Exhibitor must cancel its space for good and sufficient reasons after its Application has been approved and accepted, and written notice of such cancellation is delivered to Show Management, Exhibitor is obligated to pay the following agreed-upon rental costs:

1. On or before 90 days prior to opening day of Show, twenty-five percent (25%) of total cost.
2. After 90 days, and before 61 days prior to opening day of Show, fifty percent (50%) of total cost.
3. After 60 days and prior to opening day of Show, one hundred percent (100%) of said total rental cost is due and payable to Show Management. (The parties hereto acknowledge that the rent retained by Show Management, in the event of cancellation, represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result to Show Management for such cancellation.)

It is understood that this is an Application, subject to acceptance and approval. Upon acceptance and approval of this Application, said Application will then constitute an Agreement between Exhibitor and Show Management. With each party hereto obliged to abide by the terms and rules and regulations contained herein.

BY YOUR SIGNATURE BELOW, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND ON PAGE TWO OF THIS AGREEMENT, AS WELL AS TO ANY ADDITIONAL TERMS ON ANY ADDENDUMS AND TO ANY RULES AND REGULATIONS ISSUED PRIOR TO SHOW INCLUDING BUT NOT LIMITED TO THOSE ON PRINTED FLOOR PLANS, RATE SHEETS AND MOVE-IN DOCUMENTS.

(A receipted copy will be returned for your file)

Exhibitor/Company Name _____
 Contact _____
 Street Address _____
 Phone _____ Fax _____
 Authorized Signature _____
 Printed Name _____
 Credit Card: MC VISA Credit Card #: _____ - _____ - _____
 Signature _____
 Billing Address _____

Exhibitor Category _____
 Title _____
 City/State _____ Zip _____
 Email _____ Website _____
 Date _____
 Title _____
 Exp. Date ____/____/____ CVC Code _____
 Name on Card _____
 City/State _____ Zip _____

Or make check payable to: Coliseum Productions, Inc.

EXHIBITOR INFORMATION WILL BE SENT TO ABOVE UNLESS OTHERWISE SPECIFIED

EXHIBITOR RULES AND REGULATIONS

- 1. INDEMNIFICATION BY EXHIBITOR:** Exhibitor assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold harmless Show Management and the venue, their managers, officers, members, sponsors, employees, agents, successors, and assignees, from any and all claims, liabilities, losses, costs and expenses (including attorney's fees) arising from or in connection with the condition, use or control of Exhibitor's display space, or arising out of Exhibitor's participation in the Show. Exhibitor certifies, represents and warrants by signing this Agreement, that it maintains comprehensive general liability insurance with coverage of \$1,000,000 for bodily injury and \$50,000 for property damage, and for Worker's Compensation in an amount satisfactory to Show Management, and, upon request, will furnish a certificate of said insurance.
- 2. ADDITIONAL INSURANCE:** Exhibitor shall certify, at its expense, the provision of insurance for protection of their property against fire, theft, vandalism or destruction by any cause. Show Management assumes no risk by the acceptance of this agreement. Exhibitors expressly release Show Management from any and all liability for any damage, injury or loss to any person or goods, which may arise from the rental, and occupation of said space. Exhibitors agree to hold and save Show Management harmless of and from any loss or damage by reason thereof.
- 3. SHOW LEASE:** Exhibitor agrees to be bound by the terms of the Show Lease executed between the Show Management and venue where show is being held.
- 4. LICENSES/PERMITS:** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Exposition. Exhibitors shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the Exposition. Exhibitor is additionally responsible for obtaining and contracting fork lift services if needed at the event.
- 5. CONTRACT SERVICES:** Show Management contracts exclusively with companies to service its events, including but not limited to, decorating, drayage, signage, etc. Exhibitor, without prior Show Management approval, cannot contract with outside service companies.
- 6. LOSS LIABILITY:** Show Management or show venue shall not be held responsible for any loss or damage that may result from robbery, theft, fire, strikes, accidents or other destructive causes. Show Management's coverage does not extend to Exhibitor's property. However, Show Management will provide security.
- 7. SUBLETTING:** Subletting of contracted exhibit space is **NOT** permitted. Special arrangements must be made **in advance** for two or more firms sharing the same exhibit space.
- 8. SALES GUIDELINES:** All demonstrations or other promotional activities must be confined to the limits of the exhibitor space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near the exhibit space free of congestion caused by demonstrators or other promotions
- 9. REMOVAL OF EXHIBIT:** At the close of the Show, if Exhibitor owes Show Management any sums arising hereunder, or if Exhibitor fails to remove an exhibit, equipment or paraphernalia at the time determined by Show Management, Show Management is hereby given permission by Exhibitor to take immediate possession of Exhibitor's exhibit, equipment or paraphernalia. Same may be removed, sold at public or private sale with or without notice to Exhibitor, and without relief from valuation or appraisal laws, in order to defray any sums due to Show Management or to pay removal costs. No dismantling or removal of booths is permitted prior to the official announced closing time on final day of show. Exhibitor acknowledges that in the event it dismantles or removes its booth(s) prior to the announced closing, the Show as well as other exhibitors will be harmed. The damages suffered if such an event were to occur would be uncertain and difficult to ascertain. Exhibitor thereby acknowledges its obligation and agrees to pay Show Management liquidated damages for unauthorized dismantling or removal of its exhibit, a sum equal to the total booth space cost Exhibitor paid for this event, since such sum is not grossly disproportionate to the loss that may actually result. Furthermore, Exhibitor acknowledges that the sum indicated as liquidated damages is not unreasonable and should not be considered a penalty.
- 10. IMPOSSIBILITY OF PERFORMANCE:** The parties further agree that Show Management shall in no way be deemed to have guaranteed the performance of the Exhibition and will not be liable for the fulfillment of this Agreement as to the delivery of space. The parties agree that it is foreseeable that the Exhibition may be cancelled due to fire, inclement weather, acts of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Show, or any other cause beyond Show Management's control. Therefore, the Exhibitor agrees that in the event the Exhibition is cancelled by reason of inclement weather, Acts of God, strike, lockouts, acts of the elements, or other acts or occurrences beyond Show Management's control, the Exhibitor shall not have any right of claim for refund against Show Management for monies paid by the Exhibitor pursuant to this contract. Show Management will, however, in the event of not being able to deliver space for any of the foregoing reasons, attempt to reimburse Exhibitor for any amount paid, less any and all reasonable expenses incurred by Show Management for advertising, salaries, operating expenses, etc.
- 11. ATTORNEY FEES:** In the event Exhibitor defaults in the performance or observance of any of the terms and regulations contained in this Agreement, and Show Management employs attorneys to enforce all or any part of this Agreement, Exhibitor shall reimburse Show Management for the attorney fees, court cost and interest at 18% per annum incurred thereby, whether or not suit is actually filed.
- 12. SEVERABILITY:** The invalidity or unenforceability of any particular section of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.
- 13. GOVERNING LAW:** This Agreement shall be governed in accordance with the laws of the State of Indiana. Should Show Management commence or maintain litigation to enforce the Agreement, Exhibitor agrees to submit itself to the jurisdiction of the courts of Indiana for the purpose of such litigation and hereby waives any objection it might have to such litigation being commenced or maintained in the courts of Indiana on the basis of lack of subject matter jurisdiction, lack of personal jurisdiction, improper venue or inconvenient forum.
- 14. SOLICITATION:** Interviews, demonstrations, distribution of literature, etc. will be permitted only within Exhibitor's space or other designated areas. Aisles must be kept clear of exhibit material and debris must be disposed of in building trash containers. Show Management will not permit non-exhibitors to canvas, solicit, hold conferences, or distribute literature or other promotional devices at the show.
- 15. IDENTIFICATION:** Exhibitor's working personnel must display identification badges provided by Show Management at all times they are in the exhibit. Badges are required for admission to the hall. If lost, badges will be replaced at \$10.00 each.
- 16. COMBUSTIBLES:** Oil, gas or gasoline engines may not be operated inside the venue. Exhibitor shall abide by all municipal and state fire laws and regulations and shall not keep inflammable or combustible liquids or materials, including all forms of candles or lanterns, in or around the booth.
- 17. SOUND:** Music must be confined to earphones or similar closed-circuit device, unless such music is provided by Show Management. Amplification devices may be used on voice by Exhibitor as long as the exhibit space is larger than 200 sq. ft. and the sound so amplified is not heard beyond the Exhibitor's purchased exhibit space. The Exhibitor agrees that he will stop using all amplified sound in his exhibit if it is deemed by Show Management that it does not conform to limitations set forth by this rule.
- 18. RESTRICTIONS:** Show Management reserves the right to restrict exhibits which because of noise, method of operation, safety or health hazards, materials, or for any reason, become objectionable in the sole judgment of Show Management and also to prohibit or to evict any exhibit which in the opinion of the management may detract from the general character of the exhibition as a whole. This reservation includes persons, objects, printed matter or anything of a character that the management determines is objectionable to the exhibition.
- 19. DISPUTE:** All decisions involving disputes between exhibitors shall be determined by Show Management.
- 20. STAFFING BOOTH:** Exhibit booths must be staffed during show hours.
- 21. BOOTH CONSTRUCTION:** All areas are 10 feet deep and 10 feet wide. (a.) You may construct your booth 8 feet tall at the back of the booth and a maximum of 10 feet wide for each single booth. (b.) Sides may extend toward a maximum of four (4) feet, 8 feet tall...and an additional four feet at three feet tall. (c.) Booths that are back to back (frontage on two aisles) will be limited on height as described in (b) above. (note – all exhibit booths are considered to face the long aisle, not the cross aisle, for purposes of this regulation.) (d.) All non-standard sizes are basically the same as above, if in doubt call management before you build. **IMPORTANT:** Space dimensions shown on the floor plan and discussed in (21) are from center line of booth equipment. IAEE Official Exhibit Guidelines will be furnished to Exhibitor prior to show and will be the official show guidelines.
- 22. EXHIBITOR MUST ABIDE BY ALL FACILITY, CITY, COUNTY, AND STATE RULES AND REGULATIONS REGARDING AND NOT LIMITED TOO PETS, FIREARMS, FOOD, CONCESSIONS, PERMITS, FEES, APPLICATIONS, HELIUM BALLOONS, AND THE LIKE.**