

SportsFest 2017 Exhibit Space Application & Agreement

January 7-8, 2017
Kentucky Exposition Center –South Wing A

Company _____

Primary Contact _____

Address _____

City _____ State _____ Zip _____

Website _____

Primary Contact Phone _____ Email _____

Emergency Contact & Phone _____

Booth Cost: (cost also includes table and 2 chairs)

() 10' x 10' inline: \$600 (\$500 early bird special)

() 10' x 10' corner: \$700 (\$600 early bird special)

() 10' x 20' end cap: \$1,500 (\$1,200 early bird special)

*early bird special ends September 30, 2016

Preferred Booth Choices 1st _____ 2nd _____ 3rd _____

Please list the products and/or services that you will be exhibiting:

Total Amount \$ _____

Deposit Amount Enclosed (50%) \$ _____

Balance Due (November 15, 2016) \$ _____

Please include payment with application

Please make checks payable to Talgrace Marketing and return to:

*Talgrace Marketing
3046 Breckenridge Ln, Ste LL4
Louisville, KY 40220*

To pay by credit card please email bwesley@talgrace.com and we will send a link to make payment

By signing this agreement you agree to the Rules and Regulations outlined on the following pages:

Exhibitors Legal Company Name: _____

Company Representative Signature & Title: _____

- 1) **A DESCRIPTION OF SPORTSFEST:** SportsFest is a venue open to vendors and exhibitors to highlight areas of opportunity for children and young adults to know and understand the sports, club, camp, and health opportunities available to them in the Louisville, KY and Southern Indiana areas.
- 2) **DEFINITIONS:** As used herein, "Organizer" means Talgrace Marketing & Media. "EXPOSITION" or "SHOW" means the commercial display held from January 7-8 2017 at SportsFest 2017. "EXHIBITOR" means the person or firm on whose behalf booth space is rented. "LANDLORD" means the Kentucky Exposition Center. "EXHIBITOR SERVICE" means any official supplier so named by Organizer to act in that capacity.
- 3) **STATEMENT OF POLICY:** All Exhibitors are equal regardless of size and should be given an equal opportunity, within reason, to present their product or service in the most effective manner to the audience. We ask you to "be a good neighbor" and to remember you are our customers. We want you to be successful. All Exhibitors are obligated to comply with all laws, ordinances and regulations promulgated by any recognized federal, state, local, or municipal authority.
- 4) **CONTRACT CONDITIONS:** The terms and conditions of these official regulations shall apply to and be in effect between the Organizer and any Exhibitor whose application is received and to whom booth space is rented. They have been formulated for the protection and in the best interest of all concerned. The Organizer asks the full cooperation of all exhibitors in their observance. All points not covered are subject to the decision of the Organizer whose word is final.
- 5) **APPLICATION FOR EXHIBIT SPACE:** Applications by Exhibitors shall be made on the official application form only. The Organizer will promptly accept or reject each application received and will furnish additional information to each Exhibitor whose application has been accepted. Booth space will be assigned by the Organizer guided by requirements of Exhibitors and their choice of location wherever possible. The Organizer reserves the right to rearrange or re-number the floorplan and relocate any exhibit if it appears necessary for the general good of the show. Applications are not accepted until you receive a copy of this contract and a letter of confirmation. **A maximum of 4 exhibitor badges per 10' x 10' booth will be given to each exhibitor. There will be a \$10 charge for each additional badge.**
- 6) **RENTAL:** Booth size and price are as indicated on page 1 of the contract. Rental of booth space is for the duration of the exposition. Exhibitors will be required to adhere to the official show schedule for timing of move-in, show, and move-out. Booth price includes booth space, one (1) table, two (2) chairs one (1) booth identification sign per exhibitor, general guard service, and general illumination only. Any other services required by the Exhibitor must be acquired from the appropriate service contractor and paid for by the Exhibitor. Verbal commitments by Organizer, Landlord, Exhibitor or Exhibitor Service will not be honored. It is the Exhibitor's responsibility to obtain written confirmation or permission for any deviation from these rules and regulations. This application for exhibit space must be signed by a duly authorized agent of the Exhibitor and accompanied by a 50% payment if submitted prior to October 1, 2016. The remaining 50% will be due on or before October, 2016. If contract is received after October 1, 2016, payment in full is required. Exhibitor agrees to abide with all contact conditions, rules, and regulations governing the exhibit area. Any payment made shall not be refundable if the exhibitor cancels the application for booth space after October 1, 2016. Booth space cancellation must be made to the Organizer. Failure to comply with the above payment schedule can result in loss of payment made to date and loss of booth space. Any Exhibitor who fails to occupy his space by the Exposition's opening shall forfeit all rights to the assigned space and Organizer reserves the right to dispose of such space with no refund to the Exhibitor, in such way as they may consider to be the best interest of the Exposition without any liabilities on the part of the Organizer, Landlord or Exhibitor Service.
- 7) **EXHIBITOR SERVICE:** For our mutual protection, the Organizer will select official suppliers of booth decorations, signs, display setup, electrical, drayage, labor, booth cleaning and other services. If you wish to use a supplier other than the official suppliers designated you must notify the Organizer in writing at least 30 days prior to the opening of the Exhibition. Order forms from the official supplier will be included in the Exhibitor Services kit.
- 8) **USE OF SPACE AND SOLICITATIONS IN EXHIBIT HALL:** The aisles and other common areas in the Exhibition Hall not leased to Exhibitors shall be under the control of the Organizer. All business transactions shall be conducted inside the space contracted for. The Exhibitor will be expected to confine his exhibiting within their exhibit space as defined by the Organizer. Distribution of literature or products will not be permitted outside of the exhibit booth. No persons, other than Exhibitors, will be permitted to conduct business in the Exhibition Hall without the permission of the Organizer.
- 9) **RESTRICTIONS IN OPERATION OF EXHIBITS:**
 - a) **NOISE MAKING DEVICES:** Exhibits which include any noise making machine including but not limited to, TV's, Radios, Musical Instruments and Public Address Systems, must be conducted or arranged so that the resulting noise will not disturb adjacent Exhibitors.
 - b) **CARE OF BUILDING AND EQUIPMENT:** Exhibitors or their agents shall not injure or deface the walls, ceilings, or floors of the building, the booths or the equipment of the booths. Exhibitors are forbidden to drive tacks, nails or screws into the building or to affix anything to the walls, ceiling or floor of the building without written permission from the Organizer. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.
 - c) **FIRE PREVENTION:** All booth decorations must be flame-retardant. All hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules. If inspections indicate that any Exhibitor has neglected to comply with these regulations or otherwise incurs fire hazard the right is reserved to cancel all or such part of the exhibit as may be irregular. Fire regulations and requirements of the city of Louisville, KY must be observed.

- d) **SAFETY PRECAUTIONS:** Exhibitors shall take all necessary precautions for the safety of their personnel, other Exhibitors, and all other persons upon the premises. Exhibitors shall comply with all applicable provisions of federal, state and municipal safety laws, building codes and ordinances to prevent accidents or injuries.
 - e) **MAINTENANCE OF BOOTH SPACE:** Exhibitors shall keep their booth spaces clean and orderly at all times. A representative of the Exhibitor shall be present at the booth at all times while the Exposition is open.
 - f) **CONSTRUCTION:** In general, each Exhibitor is entitled to a reasonable sight-line from the aisle regardless of the size of his exhibit. Specific construction limitations will be the discretion of the Organizer.
 - g) **ENFORCEMENT:** The Exhibitor agrees to comply strictly with the applicable terms and conditions contained in the agreements between the Landlord, the Organizer, and Exhibitor Service regarding the Exhibition premises. The Organizer reserves the right to restrict exhibits which become objectionable and to prohibit or evict any exhibit which in the sole opinion of the Organizer may detract from the general character of the show as a whole. In the event of any such restriction or eviction the sponsor is not liable for any refund of exhibit rental fees or other exhibit expenses.
 - h) **DRAWINGS AND PRIZES:** All contests, drawings, games and similar activities represented as awarding prizes to winners and implemented from an exhibit booth, must have the advance approval of the Organizer and must adhere to all federal, state, and local laws and ordinances. If you are contemplating such activity please contact the Organizer.
 - i) **NO ASSIGNMENT OR SUBLETTING:** Exhibitors shall not assign or sublet any space rented by them, nor shall they in any way represent, exhibit, solicit, demonstrate or advertise on behalf of any person, manufacturer, provider of services, merchandise, equipment or services, unless provided on a continuing basis by the Exhibitor.
- 10) **LIABILITY; STATEMENT OF POLICY:** The Organizer, Landlord and Exhibitor Service and their officers and staff members disclaim all liability for damages or losses caused any Exhibitor by fire, water, flood, windstorm, utility failures, rodents, acts of vandalism, insurrection, civil disorder, strikes, criminal acts or theft. Exhibitors wishing to insure their goods must do so at their own expense. If unusual equipment is to be installed, or if appliances that may be subject to fire codes are to be used, The Exhibitor should communicate with the Organizer for information concerning facility regulations. No Exhibitor shall allow any article to be brought into or allow any act to be done on the premises which will increase the premium on any policy of insurance held by the Organizer, Landlord or Exhibitor Service or which may cause any such policy to be cancelled. The Exhibitor shall at all times protect, indemnify, save and keep harmless the Organizer, Landlord and Exhibitor Service against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, contingent or otherwise, including attorneys' fees (collectively "Losses") which the Organizer, Landlord, Exhibitor Service and/or their respective agents, employees, or assigns may incur arising out of (i) Exhibitor's breach of the terms and conditions of this Agreement, including, but not limited to, any Losses which occur as a result of Organizers breach of the lease for the Exhibition Hall which is directly or indirectly, or in whole or in part, due to Exhibitor's breach of this Agreement or (ii) arising from or out of or by reason of any accident or other occurrence to anyone, including Exhibitor, its agents, employees and invitees, which arises from or out of or by reason of Exhibitor's occupancy and use of Exposition premises or a part thereof. **NOTE:** Most loss or damage occurs within a 12 hour period immediately following the close of the Exposition. It is highly recommended that all items of potential risk be removed upon leaving the Exposition and that all displays be packed. The convention contractor will begin removing the drapes, tables, and other rental property immediately upon the close of the Exposition. **Do not depend on these items to protect or conceal your equipment after the close of the Exposition.**
- 11) **INTERPRETATION AND AMENDMENTS:** The Organizer shall have the full power to interpret and enforce all rules contained herein and the power to make amendments thereto, and to enact such further rules as shall be considered necessary for the proper conduct of the Exposition.
- 12) **CORRESPONDENCE:** All exhibit correspondence should be directed to Talgrace Marketing & Media, 3046 Breckenridge Lane, Suite LL4 Louisville, KY 40220
- 13) **GENERAL PROVISIONS.** If any term, covenant, or condition of this Agreement, or application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. The laws of the Commonwealth of Kentucky shall govern the validity, performance and enforcement of this Agreement and any action to enforce this Agreement shall be in the courts of Jefferson County, Kentucky. The above-signed signator(s) warrant that they have full power and authority to execute this Agreement on behalf of the respective parties hereto. The Agreement may be executed in counterparts, each of which executed counterparts shall be deemed an original, and which, taken together, shall constitute one instrument. The headings of sections are for convenience only, and do not limit or construe the contents of the sections. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.