

# 29TH ANNUAL NATIONAL FITNESS TRADE SHOW

## APPLICATION AND CONTRACT FOR EXHIBIT SPACE

### Grand Sierra Resort

Reno, Nevada

August 19, 20 & 21, 2010

PRODUCED BY -  
WALLY BOYKO PRODUCTIONS, INC.

The undersigned ("Exhibitor" herein), hereby applies to license exhibit booth space at the National Fitness Trade Show, Grand Sierra Resort, Reno, Nevada, from Wally Boyko Productions, Inc., subject to the terms and conditions set forth on the front and back sides of this application. This application becomes a contract, if accepted by Wally Boyko Productions, Inc. This application may be accepted only with signature of the authorized representative below, and Exhibitor has no rights under this application until a copy of the accepted application is mailed to Exhibitor.

**(Please type or print clearly)**

Date \_\_\_\_\_

Exhibitor Name \_\_\_\_\_ Phone (    ) \_\_\_\_\_

Street Address \_\_\_\_\_ Fax (    ) \_\_\_\_\_

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

Authorized By \_\_\_\_\_ E-Mail \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Name of Person in Charge of Exhibitor's Exhibit Arrangements: \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Phone (    ) \_\_\_\_\_

### EXHIBIT BOOTH FEE AND REMITTANCE - Please refer to trade show floorplan.

A deposit of one-half of the total fee must accompany this application before space locations will be confirmed. If this application is not accepted, the deposit will be promptly refunded. **Balance due June 15, 2010.**

### BOOTH LOCATIONS

Booth Numbers: \_\_\_\_\_

Total Number of Booths \_\_\_\_\_ Total Cost \$ \_\_\_\_\_ 50% Deposit Enclosed \$ \_\_\_\_\_

**Please fill out and mail application, along with your check to:  
Or fax or e-mail with your credit card information**

\_\_\_ VISA    \_\_\_ MC    \_\_\_ AMEX

Card# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration Date \_\_\_\_ - \_\_\_\_

Name on Card \_\_\_\_\_

**Wally Boyko Productions, Inc.**

P.O.Box 2490

White City, OR 97503

Phone: (541) 830-0400

Fax: (541) 830-0410

### PROMOTER USE ONLY

**Application accepted only by signature of Wally Boyko Productions, Inc. authorized signature.**

Signature here \_\_\_\_\_ Dated \_\_\_\_\_

No. of Booths \_\_\_\_\_ Confirmed Booth No.'s \_\_\_\_\_

Deposit Received \_\_\_\_\_ **Balance June 15, 2010** \_\_\_\_\_

## **TERMS AND CONDITIONS OF EXHIBIT SPACE CONTRACT**

### **PAYMENT OF FEES**

It is agreed that the Exhibitor will utilize the space as contracted for and will not cancel this Agreement and that no refunds will be made. A 50% deposit and a signed agreement are due within seven (7) days of space reservation. Space not fully paid for by June 15, 2010 will revert back to WBP (hereinafter "WBP") and WBP will have no obligation to Exhibitor.

### **EXHIBIT SPACE**

The space contracted for is to be use solely by the company whose name appears on this APPLICATION AND CONTRACT FOR EXHIBIT SPACE. Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from other companies than its own in the exhibit space without written consent of WBP.

### **ARRANGEMENT AND USE OF EXHIBIT SPACE**

Exhibitor will keep its exhibit open and staffed at all times during the Show hours.

Exhibits shall be so arranged as to not obstruct the general view nor hide the exhibits of others. Unless express written permission to the contrary is secured from WBP in advance, regular and specially built backwalls, including signs, may not exceed an overall height of 8', and must be free standing. Low side dividers between exhibits may not exceed 4' in height nor extend from the backwall more than 5'. Neither exhibits nor materials are permitted to protrude into the aisles.

Exhibitor agrees to use said space and premises only for lawful exhibit and sales and to comply with local, city and state laws. Exhibitor and its personnel must perform so as not to infringe upon the rights of other exhibitors or offend visitors of the show.

WBP reserves the right to control and/or prohibit an exhibit or its contents if they are deemed objectionable by WBP. This reservation includes sound, lighting, special effects, persons, conduct, printed matter, or any item or characteristic, which WBP deems counterproductive to the Show's well being. In the event that WBP is required to take a to restrict use of an exhibit space, including, but not limited to, terminating power, eviction, etc., WBP will not be liable for refunding rental fees of funds for equipment rental or anillary services.

### **NFTS FLOOR LAYOUT**

WBP reserves the right to assign, designate or change booth locations. In the event an Exhibitor changes the size of their display after the Agreement has been signed, WBP reserves the right to relocate the Exhibitor to another location on the show floor and/or change the configuration of their space.

WBP reserves the right, should any rented space remain unoccupied on the opening day to rent said space to any other entity or use said space in any manner it deems fit.

### **INSURANCE AND LIABILITY**

WBP does not maintain insurance covering Exhibitor's property. It is the sole responsibility of the Exhibitor to obtain the appropriate amount and type of insurance to cover its property, agents or employees, from theft, fire, accident, or any other cause, regardless of whether WBP furnishes attendants, guards or night watchmen.

Exhibitor agrees to hold WBP and/or the Grand Sierra Resort, it's agents, employees, and sponsors free and harmless of and from all claims, demands, damages and liability of whatsoever kind and character asserted by any person(s) on account of damage to property or injury to or death of any person(s) occurring upon or about the rented premises arising out of the use of the rented premises by Exhibitor.

### **INSTALLATION AND DISMANTLING OF EXHIBITS**

Instructions for freight and warehouse shipments will be included in the Exhibitor Kit sent to all Exhibitors from Paradise Decorating. Exhibitors must adhere to procedures as detailed in the Exhibitor Kit.

If Exhibitor does not remove its property by the designated move out date, WBP may do so at Exhibitor's expense and WBP shall not be responsible for any loss or damage to Exhibitor's property in that event.

### **UNCONTROLABLE EVENTUALITIES**

Should WBP be prevented from holding the Show by any cause beyond its control, or if it cannot permit Exhibitor to occupy its space due to circumstances beyond its control including, but not limited to, strike, terrorist acts, civil disobedience, and acts of God, WBP will refund to the Exhibitor the amount of the rent paid, less a proportionate share of the Show expenses and WBP shall have no further obligation or liability to Exhibitor. Exhibitor shall be obligated to pay its proportionate share of such expenses up to the full amount of the rental fee.

### **AMENDMENTS**

WBP shall have full power in the interpretation and enforcement of all conditions contained herein, and the power to make such amendments thereto and such further rules and regulations as it shall consider necessary for the proper conduct of the Show. This contract contains the full agreement of the parties and may be altered only by written agreement signed by both parties. Should any litigation be initiated arising out of the performance or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other amounts awarded by the courts. Venue for any action shall be Jackson County, Oregon.