

## EXHIBITOR AGREEMENT

*Please complete the following information and return with payment to*  
Erie Promotions & Expos, Inc - PO Box 174 - North East, Pa - 16428 - (814) 725-3856

Please reserve for our use at the WNY Sport & Travel Expo to be held at the Hamburg Fairgrounds, March 12th - 15th, 2009 the space intended below and subject to the terms and conditions on the reverse side.

**BOOTH:** Booths include 8' backdrop, 32" side curtains, 1-110 electrical outlet, vendor passes, listing in show program. (See website -www.sportandtravelexpo.com- for pricing of other booth types)

Booth type \_\_\_\_\_ Booth Amount \$ \_\_\_\_\_

Booth(s) Requested \_\_\_\_\_

Office Use Only  
Location Assigned

**DECORATING PACKAGE:** Includes a skirted 8' table and 2 folding chairs.

Pre-Order discount only available at time of contract.  
Please include \_\_\_\_\_ Decorating Packages at \$40 each. Decorating Amount \_\_\_\_\_

**TOTAL AMOUNT DUE:** \$ \_\_\_\_\_

**TOTAL AMOUNT DUE INCLUDES ALL ADDITIONAL ITEMS & DISCOUNTS. REFER TO INVOICE FOR FULL DETAILS REVIEW THE EXHIBITOR ORDER FORM FOR ANY ADDITIONAL NEEDS INCLUDING DECORATING & MARKETING ADD-ONS.**

**PAYMENT: ALL SALES ARE FINAL!** 50% of total cost must accompany this agreement as a non-refundable deposit. Balances for Hamburg, NY are due on or before Dec15, 2008. Booths will NOT be considered sold until we have received this fully completed and signed contract back from you. Exhibitor agrees to bear all costs of collection including attorneys' fees. Erie Promotions & Expos reserves the right to reassign any exhibitor not paid by due dates.

Note: It is agreed that all terms, conditions, rules, and regulations on the reverse side of this contract are a part hereof, and no agreement other than those contained herein shall be binding upon the parties unless in writing and signed by an officer or agent of Erie Promotions & Expos Inc, producers of the show. Upon acceptance in writing of this contract by Erie Promotions & Expos, Inc. and mailing or delivery to exhibitor, this agreement shall become a binding and enforceable contract between the exhibitor and Erie Promotions & Expositions, Inc.

Business Name \_\_\_\_\_ Date \_\_\_\_\_  
(Exact name as it is to appear in show program and/or any print mater)

Product or Services to be Displayed \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip 14212 \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Your Signature \_\_\_\_\_ Erie Promotions Signature \_\_\_\_\_

**MAKE CHECKS PAYABLE TO: Erie Promotions & Expos, Inc**  
**IF PAYING WITH VISA OR MASTER CARD**, please complete info below & **FAX** to 814-725-3441 or mail to the address below

Master Card or Visa # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Exact Name as it appears on the card: (Please Print) \_\_\_\_\_

Signature of Cardholder \_\_\_\_\_ 3 digit CID# \_\_\_\_\_

If payment of the balance is not made by the due date indicated above, by the signature of the individual above, Erie Promotions & Expos, Inc. is authorized to charge the credit card indicated above for the full in paid balance. Any unpaid balance after the due date will accrue interest at 1 1/2% per month until paid in full.

**PLEASE SIGN AND RETURN THIS CONTRACT. KEEP A COPY FOR YOUR**

**PAYMENTS:** If the exhibitor fails to make either of said payments at the time set forth on the face of this contract, all rights of the exhibitor hereunder shall cease and terminate, and any payments made by the exhibitor on account hereof prior to said time shall be retained by the Erie Promotions & Expos, Inc. as liquidated damages for the breach of this agreement as aforesaid, and Erie Promotions & Expos, Inc. may thereupon recall said space. THERE WILL BE A \$25.00 SERVICE CHARGE FOR ALL NSF CHECKS.

**LIABILITY:** Neither Erie Promotions & Expos, Inc or their affiliates shall be responsible for loss or damage occurring to the exhibits from any cause. Small and valuable exhibit material should be packed away each night. If insurance is desired, it must be obtained by the exhibitor. The exhibitor agrees to indemnify, defend, and hold harmless Erie Promotions & Expos, Inc, their affiliates, the facility, and their respective past present and future owners, officers, agents, servants, representatives, employees, independent contractors, subsidiaries, affiliates, predecessors, assigns, and insurers against any and all claims for loss, injury or damage to persons or property, including attorneys' fees and costs arising out of the activities of the exhibitor, his agents, employees, business invitees or guests. Exhibitor must provide to Erie Promotions & Expos, Inc. a certificate of liability insurance. Further, the exhibitor for itself and on behalf of exhibitor's affiliates, hereby releases and discharges Erie Promotions & Expos, Inc, their affiliates and the facilities from any and all claims, damages, suites, debts, judgments, injuries, liabilities, demands, costs, and attorney fees of whatsoever kind, in law or in equity, known and unknown, foreseen and unforeseen that the exhibitor or the exhibitor's affiliates now have or may hereafter have, especially those which might arise out of exhibitor's use of the space

**TERMINATION OF CONTRACT:** This agreement may be terminated by Erie Promotions & Expos, Inc. at any time on the breach of any other of the conditions by the exhibitor, and thereupon all his rights hereunder shall cease and terminate, and any payments made by him on account hereof prior to said termination shall be retained by Erie Promotions & Expos, Inc. as liquidated damages for such breach and said space shall be resold.

**DESTRUCTION OF PROPERTY:** In case the premises are destroyed by fire of the elements, or by any other cause, or in case of any circumstances whatsoever, including strikes, shall make it impossible to permit the exhibitor to occupy the premises, or if for any reasons the show is not held as proposed, Erie Promotions & Expos, Inc will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the exhibitor may incur and releasing all claims for damages from Erie Promotions & Expos, Inc. and their affiliates.

**SUBLETTING:** Subletting or donation of space, partially or in its entirety, is not permitted without the prior written consent of Erie Promotions & Expos, Inc.

**BUILDING RULES AND ORDINANCES:** The exhibitor agrees to obey all the rules of the facility they are exhibiting in which may now be in existence or which hereafter may be made, and to abide by the rules and regulations of the local municipalities, Fire and Health and such other departments whose duties embrace regulations or exhibits, etc.. and the rules and regulations of Erie Promotions & Expos, Inc. for the

**GENERAL:** Erie Promotions & Expos, Inc. reserves the right to decline or prohibit any services, give-a-ways, contests or exhibits or portions thereof, and to permit only such matter or conduct as shall be approved by it. Erie Promotions & Expos, Inc. reserves the right to make location changes, with no advance notice to the exhibitor that will, in the opinion of Erie Promotions & Expos, Inc. be of benefit to the show. This contract is an offer by a potential exhibitor subject to the acceptance of Erie Promotions & Expos, Inc. The decision of Erie Promotions & Expos, Inc. must be accepted as final in any dispute between exhibitors or any situation not covered in this contract.

**LICENSES & PERMITS:** The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including sales taxes, of any nature or kind that may be required or levied against it as a result of doing business in its contracted space.

**STATE SALES TAX:** A Sales Tax Certificate is required for retail booths only. My current Sales Tax License numbers are as follows: PA# \_\_\_\_\_ NY# \_\_\_\_\_. If you do not have a current sales tax number for the state you are exhibiting in, please forward that number to our offices as soon as you receive it.

## II. RULES AND REGULATION:

**RULES & REGULATIONS:** The Exhibitor agrees to abide by all rules and regulations governing the Show established by Erie Promotions & Expos, Inc including all terms and conditions set forth in the Exhibitor Manual.

**OPENING AND CLOSING DATES:** Exhibits will move in and remain open for display thereafter as indicated on the promotional brochure and the Exhibitor Manual. No exhibits will be dismantled before 5:15PM on the last day of the show without consent of Erie Promotions & Expos, Inc. Exhibits must be removed no later than 10PM on Sunday unless other arrangements have been made.

**DECORATIONS OF BOOTHS:** NO EXHIBIT STRUCTURE, MATERIAL, OR SIGN MAY EXTEND MORE THAN 8' IN HEIGHT ON THE BACK LINE. NOR EXCEED AN 8' HEIGHT 4' FROM THE BACK LINE TO THE DEPTH OF THE BOOTH TO THE AISLE. EXHIBITORS DECORATIONS MAY NOT OBSTRUCT OTHER DISPLAYS NOR PROJECT INTO AISLES. NO OPEN FLAMES.. All tables must be professionally skirted with floor length, fire resistant skirting. Booth construction and signage must be in accordance to the rules and regulations pertaining to exhibit construction as outlined in the Exhibitor Manual. All decorations must have been flame proofed and pass inspection by all designate authorities of the local municipality. No cut evergreens can be used for decorative purposes unless flameproof. All electrical use in the exhibit area must comply with the OSHA National Electrical Code as well as the electrical code for the local municipality

**GASOLINE OR FLAMMABLE FLUIDS:** All vehicles or pieces of equipment that run on gasoline or any other liquid must have the following precautions: All vehicles, or pieces of equipment that are drivable must have either a locking gas cap and it must be in use on vehicle used in the show or the gas cap must be taped over. Pieces of equipment that use gasoline or other fluids for its operation must have a **minimum** of such fluid in its tank during the show. At no time during the show are any of the aforementioned pieces of equipment or vehicles to be started or operated. The exception will be move-in day and move-out day and only then for the purpose of entering or exiting the show. Exhibitors will be obliged to meet any other requirements set down by the management of the facility, the local municipality and Erie Promotions &

**USE OF SPACE:** The Exhibitor agrees to occupy their contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement. Exhibitors shall care and keep in good order the space occupied by them and surrender such space at the close of the show in the same conditions as it was when taken over. If the space occupied shall be damaged by the participants, his employees, patrons, or guest, he shall pay such claims as are necessary to restore the space

## III. DEFINITIONS:

**AFFILIATES** refer to : Bayfront Convention Center, Erie County Agricultural Society, The Fairgrounds in Hamburg, Southtown Walleye Association of W.N.Y. Inc., S.O.N.S. of Lake Erie, Erie Automobile Association of Erie County .

**FACILITY** refers to the following: Bayfront Convention Center; The Agri Center, Expo Hall, Marketplace, State Police Building and Grange Buildings on the Fairgrounds in Hamburg.

**MUNICIPALITY** refers to: Summit Township and Erie County, The City of Erie Pa; Town of Hamburg and Erie County, New York