



**Indianapolis**

September 25 & 26, 2004

Expo Hall at Indiana State Fairgrounds

Company Name: \_\_\_\_\_  
*(As it should appear in the Show Program and Event materials)*

Mailing Address: \_\_\_\_\_

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

Website: \_\_\_\_\_

Booth Location Preference: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_  
*(Please refer to respective floorplan & Booth Assignment section of this Agreement)*

Exhibit Coordinator: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Billing Contact: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_  
*(Email addresses are required for necessary personnel to receive critical Expo information. Please list all applicable parties.)*

Special Requests: \_\_\_\_\_

**Check Preferred Exhibit Package Below:**

		<u>After 7/1/04</u>
<input type="checkbox"/> 10' x 10' in-line	\$750	\$800
<input type="checkbox"/> 10' x 10' corner	\$850	\$900
<input type="checkbox"/> 10' x 20' in-line	\$1,500	\$1,550
<input type="checkbox"/> 10' x 20' end cap	\$1,750	\$1,800
<input type="checkbox"/> 10' x 20' island	\$2,000	\$2,050
<input type="checkbox"/> 20' x 20' island	\$2,500	\$2,550
<input type="checkbox"/> 20' x 30' island	\$3,200	\$3,250
<input type="checkbox"/> Craft boutique	\$375	\$400

**Exhibit Package Guidelines:**

1. 10x10 Exhibit Package includes: carpet, pipe & drape, skirted table, 2 chairs, company sign, wastebasket & Exhibitor badges.
2. Non-profit organizations receive a 10% discount. Limited number of non-profit spaces available.
3. Payment plans are available to Exhibitors who register far enough in advance to schedule timely payments - minimum 120 days.
4. Limited number of craft boutiques available. Products must be hand-made, original items and pre-qualify as "made-by-hand".

**A non-refundable 50% deposit must accompany this Agreement in order to assign and confirm exhibit space. Final balance is due 90 days prior to each Event and will be automatically charged to the credit card designated below. Exhibit space sold within 90 days prior to Event date is not eligible for a payment plan.**

**Indicate Payment Type:**

Check       MasterCard       AMEX       Visa

Please send complete Agreement and make checks payable to:

**ENCORE! EVENT MANAGEMENT**  
 P.O. Box 50888  
 Dallas, Texas 75250

For immediate processing, FAX Agreement to:

**214-495-9494**  
**Attn: Processing Department**

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Print Cardholder's Name: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_

*I authorize the amount specified above to be charged to my credit card for booth space*

*By signing this Agreement, I acknowledge that I have read the enclosed terms and conditions and agree to be bound by the same.*

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBITOR AGREEMENT

## ***General***

By submitting this Application, you agree to be bound by and follow all rules, requirements, conditions and restrictions (the "Exhibit Guidelines") imposed by the event facility and by Encore Event Management, LLC (the "Organizer") in connection with the America's Baby Expo™ (the "Event"). A copy of the Exhibit Guidelines will be mailed to you as a part of your Exhibitor Kit. The Exhibit Guidelines are expressly incorporated into this agreement as if fully set forth herein.

## ***Booth Assignment***

Booth reservations and assignments are processed on a first-received, first-assigned basis. The date your application and payment are received by the Organizer will determine that priority. In the event all booth space is sold out, you will be notified and placed on a waiting list (if you do not ultimately receive a booth assignment, you will receive a full refund). Although every effort will be made to respect your booth choices, the Organizer's decision with respect to booth assignments is final. The Organizer reserves the right to modify the Event name, dates, facility, floor plan or booth assignments whenever it determines, in its sole discretion, that such modifications are in the best interest of the Event. The Organizer also reserves the right, in its sole discretion, to reject, prohibit and/or limit exhibits or exhibitors that the Organizer considers objectionable for any reason including, without limitation, actual or perceived conflicts with exclusivity contracts, noise, or any reasons related to persons, things, conduct or printed materials which the Organizer finds objectionable or which alter or detract from the general character or nature of the Event.

## ***Use of Booth Space***

You agree that you will use and occupy the booth space for the sole purpose of selling, displaying, advertising, marketing or distributing only the products and services listed on the Exhibitor Agreement. You further agree to conduct your use and occupancy of the booth space (including move-in and move-out schedules) in strict compliance with the Exhibit Guidelines. You may not assign, sublet or share the whole or any part of your booth space without the Organizer's prior written consent, which the Organizer may withhold in its sole discretion. You are responsible for payment of all labor, equipment, services (other than general heat, lighting, and air conditioning) ordered at your request from service contractors including but not limited to electricians, decorators, shippers, material handling companies, telephone companies, hotels, cleaning services, and photographers.

## ***Payment Terms & Conditions***

Booth space is assigned upon the receipt of the completed application and non-refundable deposit (equal to 50% of your booth price). The balance of your booth price is due on or before 30 days prior to the Event. Applications received within 30 days of the Event must be accompanied by full payment of the booth price. A \$25 fee will be assessed on any returned check. The Organizer reserves the right to cancel this Agreement if you fail to pay for the booth space in full in a timely manner, or if you fail to comply with the terms of this Agreement. In such event, the Organizer shall be entitled to re-let the booth space with no reimbursement or remuneration to you and the Organizer may retain any payments made by you as liquidated damages. You also agree and acknowledge that your failure to appear at the Event does not release you from responsibility for payment of the full cost of the booth space rented.

## ***Cancellation Policy***

You may cancel your booth space reservation by sending written notice to the Organizer at the address specified in the application. A cancellation fee of 50% of the booth cost will be assessed if the cancellation notice is postmarked on or before 90 days prior to the Event. No refunds will be given if the cancellation notice is postmarked after 90 days prior to the Event.

## ***Cancellation of Event***

Organizer shall not be liable for any injury, loss or damage if the Event is cancelled, relocated or delayed due to disaster, strike, Acts of God, war, governmental regulations, or other causes beyond the Organizer's control, and you hereby waive any and all claims relating thereto.

## ***Observance of Laws***

You agree to abide by and observe all federal, state, and local laws, codes, ordinances, by-laws, rules and regulations as well as all rules and regulations of the exhibit facility (including any union labor work rules and the Exhibit Guidelines). Detailed information will be provided in the Exhibitor Kit. You further agree to obtain, at your expense, any licenses or permits which may be required for the operation of your business at the Event, and agree to pay all fines and penalties which may be levied or due as a result of your use and occupancy of the booth space at the Event.

## ***Damage to Exhibit Facility***

You will be liable for any damages caused by you, your agents, employees and representatives to the floor, walls, dividing partitions or columns of the exhibit facility and for any damage cause to booth equipment, decorations, and furnishings.

## ***Limitation of Liability***

By participating in the Event, you expressly assume all risks associated with, resulting from, or arising in connection with such participation, including (without limitation) all risks of theft, loss, harm, damage or injury to the person (including death), property, business, or profits, whether caused by negligence, intentional act, accident, Acts of God, or otherwise. You agree that the Organizer, its officers, directors, agents, and employees, are not liable for any damages or charges imposed for your violations of any law or ordinance (including any violations of such laws or ordinances of your agents, employees and representatives). You agree that the Organizer, its officers, directors, agents, and employees, are not liable for (1) any damages to or destruction of property or (2) injury to or the death of any person or persons (including you, your agents, employees and invitees), which arise from or are in any way connected to your use and occupancy of the exhibit facility and/or your participation in the Event. You further agree to indemnify and hold harmless the Organizer, its officers, directors, agents, and employees, from any and all losses, actions, claims, demands, liabilities, damages or costs (including reasonable attorney's fees) of any kind or nature which may arise out of your use and occupancy of the exhibit facility and/or your participation in the Event. Under no circumstances shall the Organizer or the exhibit facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever, whether or not apprised of the possibility of such lost profits or damages. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters concerning the Event.

Although security services will be provided, you agree that neither the Organizer nor the exhibit facility is or will be liable for any loss, damage to, or theft of any property belonging to you, your agents, employees, invitees, visitors or guests. You are encouraged to adequately insure your merchandise, property and equipment against fire, theft, and damage.

Notwithstanding the forgoing, in the event this Agreement or any portion thereof is not enforceable by a court of competent jurisdiction, you expressly agree that the maximum liability of the Organizer arising out of any tort, contract, legal or equitable claim or cause of action, shall be limited to the fee paid to the Organizer for the booth space.

## ***Entire Agreement***

This Agreement constitutes the entire agreement between you and the Organizer and may not be modified except in writing. This Agreement will be construed in accordance with the laws of the State of Texas, regardless of the location of the Event and any claim, action or proceeding shall be commenced in the State of Texas.