

# World Wide Pet Industry Association,<sup>®</sup> Inc. Presents SUPERZOO - EXHIBIT SPACE CONTRACT



# MANDALAY BAY CONVENTION CENTER, LAS VEGAS, NV

If paying by check, make pa	ayable to WWPIA and send pa	SEPTEMBER 20-2 ayment and completed cor	/	outh First Avenue, Arcadia, CA 91006-3829.	
WWPIA Cor	porate Office - Phone: 626/44	7-2222 • FAX 626/447-83	350 • E-Mail: info@wwp	ia.org • Website: www.superzoo.org	
PLEASE TYPE OR PRINT CL	EARLY		MEMBER	NON-MEMBER	
COMPANY NAME:					
(This is the name which will be listed in the Show Program and on your booth sign		and on your booth sign. )	(SIGNATURE ACCEPTING TERMS OF CONTRACT)		
MAILING ADDRESS:					
City:			STATE:	ZIP:	
CONTACT DIRECT E-MAIL ADDRESS:			WEBSITE ADDRESS:		
COMPANY E-MAIL ADDRESS FOR	SHOW PROGRAM:				
COMPANY REPRESENTATIVE TO R	ECEIVE EXHIBITOR CORRESPONDENC	E, INCLUDING SERVICE KIT:			
Title:		PHONE:		Fax:	
GENERAL DESCRIPTION OF PRODU	CTS WE WILL SHOW/SELL. (please do	o not list brand names)			
<b>BOOTH ASSIGNMENT</b> - Shorlocations in three different a		he best possible locations	for exhibits on early rese	ervation of space. Please state three preferences of	
EXHIBIT FEES – One 10'X1		'X44"), 8' draped backwa		land booths will not be provided with drapes), plus ber and type of exhibit spaces requested.	
WWPIA MEMBER FEE: ● Corner Booth	By March 22, 2006 \$1,600	Non-MEMBER FEE: ● Corner Booth	By March 22, 2006 \$2,100	TOTAL BOOTH (s):	
• Non-corner Booth	\$1,400	• Non-corner Booth	\$1,900	Non Corner	
<ul><li>4 or more booths:</li><li>island booths: booth price</li></ul>	\$1,350 (ea) e plus 20%	<ul><li>4 or more booths:</li><li>island booths: booth</li></ul>	\$1,850 (ea) price plus 20%	<b>TOTAL</b> NUMBER BOOTH(S)	
assignments begin in Ma <u>*Deposits received after M</u> ACCEPTANCE - This applic: Management, you will recei DOWNSIZING/END-CAPS: D booth. End-caps, two corne CANCELLATIONS - All cance	rch 2006. No booths will b arch 22, 2006 <u>must add in \$1</u> ation is subject to the Terms a ive a confirmation of your boo ownsizing (canceling one or er booths side by side, are avail ellations of booth space must	<i>the assigned or held withon</i> <u>00.00 for each 10'x10' sp</u> and Conditions as set forth oth assignment. more spaces of a multiple ilable for an additional \$30 be in writing on company	<i>but a deposit.</i> "Early bin <u>bace reserved.</u> In on the back of this form e space booth) after space 00 per 10X10 booth space letterhead and are subject	<ul> <li>10% must be received by March, 2006. Booth rd" pricing is available until March 22, 2006.</li> <li>n. Upon acceptance of this application by Show</li> <li>ne has been assigned may result in relocation of e. Booth must adhere to view obstruction rules.</li> <li>ne to all terms on the back of this form.</li> <li>will be returned within 30 days of show close.</li> </ul>	
AUTHORIZED PERSON (Please F		<b>.</b> .			
SIGNATURE:				Amount of Charge:	
CARD BILLING ADDRESS:		□ MASTERCARD	ARD DVISA CARDHOLDER NAME:		
CREDIT CARD NUMBER:		CREDIT CARD	EXP. DATE:	SECURITY CODE:	
CHECK: RETURNED CHE	CKS WILL BE CHARGED A \$20.0				
		Do not write belo	OW THIS LINE.		
EXHIBIT SPACE ASSIGNED:					
AMOUNT RECEIVED ON: \$			(AUTHORIZED SIGNATURE)		
BALANCE DUE: \$_			DATE:		
Revised 9/7/05					

#### 1. CONTRACT

This application properly executed by Applicant (Exhibitor) shall upon written acceptance by WORLD WIDE PET INDUSTRY ASSOCIATION, INC. (WWPIA) constitute a valid and binding Contract. Show Management reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the Exhibitor Service Manual are made a part hereof as though fully incorporated herein, and that the said exhibitor agrees to be bound by each and every one thereof. Show Management reserves the right to manipulate the floor plan and to move exhibitors (with prior notice) to enhance and benefit the overall exhibition.

#### 2. INDEMNIFICATION

The applicant hereby agrees to indemnify, defend and protect the management and the Center against, and hold and save the Management and the Center harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expense and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expense of whatever kind or nature (collectively "Claims") which might result from or arise out of: (i) any action or failure to act of the applicant or any of its officers, agents, employees, or other representatives; (ii) damage or loss to property, or from or out of any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives, or any third parties, and (iii) all Claims relating to or arising from patent or copyright infringement. In addition to the duty of applicant to indemnify, the Management shall also have the right to terminate this Agreement if a Claim arises during or prior to the Show.

#### 3. USE OF SPACE

Exhibit Management reserves the right to decline, prohibit or expel an exhibit which, in its judgment, is out of keeping with the character of the exhibition, this contract being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc.

Double booth end-caps are available for an additional \$300 per 10X10 booth space.

Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth and part of any exhibit or product may not extend into any aisle. No Exhibitor shall so arrange his/her exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of Exhibition Management. No Exhibitors shall assign or sublet any part of his assigned space without the consent of Show Management in writing. Any space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of Show Management. Deposits will be forfeited unless management has approved special arrangements.

Exhibitor will keep his exhibit open and staffed at all times during the show hours.

BOOTHS - Standard booth equipment (back and side-wall draping and identification sign) is provided by WORLD WIDE PET INDUSTRY ASSOCIATION, INC. without cost to the Exhibitor. If an Exhibitor plans to install a completely constructed display of such a character that the Exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. No booth, display or its contents may exceed height limitations as outlined in the Exhibitor Service Manual. Raw wood, cardboard, or similar material for wings to booths must be covered or painted if they are visible to adjacent booths.

Failure to comply with the rules and regulations of this Contract and as stated in the Exhibitor Service Manual will result in the alteration or removal of the booth at the Exhibitor's expense. Rental fees for services and exhibit space are not refundable.

Exhibitor shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the exhibition is held.

#### 4. WRITTEN CANCELLATION

REFUND POLICY - An exhibitor must deliver a written cancellation notice on company letterhead signed by the authorized person no later than 6 months prior to the show opening to receive a full refund less a cancellation fee of \$200.00. Any written cancellation notice received after 6 months prior to opening day is subject to a cancellation fee of 50% of total booth space plus \$200.00 cancellation fee. No refunds will be issued in the event of cancellation *after* <u>3 months prior to opening day of the show</u>.

It is agreed that if the Exhibitor fails to comply in any respect with the terms of the agreement, then Show Management shall have the right without notice to the Exhibitor to sell or offer for sale the exhibit space covered by this Contract. Said Exhibitor will be liable for any deficiency, loss or damage suffered by the exhibition by reason of the premises stated, and further agrees to pay Show Management upon demand reasonable expenses and costs incurred by reason thereof.

It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof, and that should the exhibition be unable to affect the sale of the space as herein provided, the exhibition is then expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem in the best interest of the exhibition, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay the exhibition the full sum as herein set forth.

WORLD WIDE PET INDUSTRY ASSOCIATION, INC. will not be liable for the fulfillment of this Contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the exhibition, or for any cause beyond their control. It will however, in the event of its not being able to hold an exhibit for any of the previously named reasons, reimburse Exhibitor on a pro-rata basis on the amount paid in, less any and all legitimate expenses incurred, such as but not limited to: Rent, advertising, operation costs, etc.

#### 5. INSURANCE

Exhibitors must carry worker's compensation, commercial general liability including products and completed operations, independent Contractors, personal injury and blanket Contractual liability insurance at limits of at least \$1 Million per occurrence, \$2 Million aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder naming SUPERZOO, WORLD WIDE PET INDUSTRY ASSOCIATON, INC., MANDALAY BAY CONVENTION CENTER, GES CONVENTION SERVICES as additional insureds. If requested by Show Management, they must be made available on show site.

It is strongly recommended that Exhibitors also carry insurance to cover loss or damage to their exhibits or other personal property while such property is located at or is in transit to or from the exhibit site. WORLD WIDE PET INDUSTRY ASSOCIATION, INC. assumes no liability for any loss, damage or injury to any property of the Exhibitor or to any of its officers, agents, employees or Contractors, whether attributable to accident, fire, theft or any other cause whatsoever. While the exhibition may provide security guards, it is solely done as an accommodation to Exhibitors. The Exhibitor expressly agrees to save and hold harmless WORLD WIDE PET INDUSTRY ASSOCIATION, INC., their management, agents and employees from any and all claims, liabilities and losses for injury to persons or animals (including death) or damage to property arising in connection with Exhibitor's use of the exhibit space, except such losses as may be the result of the sole negligence of WORLD WIDE PET SUPPLY ASSOCIATION, INC.

#### 6. AVAILABLE SERVICES

On behalf of the Exhibitors, WORLD WIDE PET INDUSTRY ASSOCIATION, INC. has designated official Show Contractors to provide the following: Drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone service, plant and floral, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the prevailing rates. Contractors and rates will be listed in the Exhibitor Service Manual to be issued separately. WORLD WIDE PET INDUSTRY ASSOCIATION, INC. assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangements for these services and payments are to be made between Exhibitors and official Exposition Contractors. The local unions make rules and regulations for union labor and these regulations may be changed at any time. Where union labor is required because of building or Contractor requirements, exhibitor agrees to comply with the regulations.

#### 7. PROTECTION OF FACILITIES

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the facility without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Show Management.

#### 8. INSTALLATION AND DISMANTLING

The specific requirements as to time of installation and dismantling of exhibits shall be set forth in the Exhibitor Service Manual supplied to each Exhibitor for *SUPERZOO*, approximately three months prior to move in. Such requirements shall be binding upon the Exhibitor. Exhibitor understands that early dismantling of Exhibits is strictly prohibited and will affect the exhibitors ability to participate in future years.

#### 9. SHOW PROGRAM

No additions, changes or deletions will be reflected in the Program once it has been turned over to the printer for publication (approximately 45 days prior to the opening of the show). Show Management reserves the right to edit, delete or combine Directory Listings as deemed necessary and assumes no responsibility for errors or omissions.

## **10. OTHER REGULATIONS**

### The sale, raffle or delivery of livestock at SUPERZOO is allowed.

The distribution of balloons, adhesive-backed promotional items and stickers are prohibited. Sticker removal will be at Exhibitor's expense.

The facility caterer has exclusive rights to food and beverage for human consumption and any such items must be ordered and purchased through them.