Terms and Conditions

SuperZoo™

1. CONTRACT

This application properly executed by Applicant (Exhibitor) shall upon written acceptance by SuperZoo and World Pet Association (WPA) acting as show management 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.

2. INDEMNIFICATION

The applicant hereby agrees to indemnify, defend and protect Show Management, the Facility and the Official Service Contractor against, and hold and save the Show Management, the Facility and the Official Service Contractor harmless from any 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. 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 $500.00. 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 $500.00 cancellation fee. No refunds will be issued in the event of cancellation *after* **March 15, 2018**. 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 Pet 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.

4. 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 coverage's must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder naming **World Pet Association, Inc., Mandalay Bay, GES Global Experience Specialists** as additional insured. 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. SuperZoo and WPA assume 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 SuperZoo and WPA, 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 SuperZoo or WPA.

5. AVAILABLE SERVICES

On behalf of the Exhibitors, SuperZoo 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. SuperZoo 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 Show 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.

6. RESTRICTIONS AS OTHER EXHIBITS:

Exhibitor expressly agrees that neither it nor any of its employees, or agents will conduct or otherwise participate in any displays of products, models, samples or similar Trade Show (whether for viewing or sales purposes) in any location in the hosting city (other than the Exhibitor's booth) at any time for the duration of SuperZoo. Further, Exhibitor expressly agrees that its employees will not conduct official exhibitor functions in private rooms during business hours of SuperZoo.

7. TERMINATION OF SUPERZOO/FORCE MAJEURE:

In the event that the premises in which SuperZoo is or is to be conducted becomes unfit for occupancy, as determined by Management, or in the event the holding of the SuperZoo or the performance of Management under the agreement (of which these Terms and Conditions are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, said agreement and/or SuperZoo (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause(s) not reasonably within the control of Management. If Management terminates said contract and/or SuperZoo (or any part thereof) as mentioned above, then Management may retain such part of an Exhibitor's booth fee as shall be required to recompense Management for expenses incurred up to the time such contingency occurs, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause(s) not reasonably within the control of Management" includes, but not by way of limitation; fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, riot or civil disturbance, acts of war and warlike operations, threats or acts of terrorism, strike, lockout, boycott or other labor disturbance inability to secure sufficient labor, technical or other personnel failure, impairment or lack of adequate transportation facilities, inability to obtain condemnation, requisition of commandeering of necessity supplies or equipment, local state or federal law, ordinances, rules, orders decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional or Act of God.

8. RESOLUTION OF DISPUTERS:

In the event of a dispute or disagreement between Exhibitor and an official contractor; or between Exhibitor and labor union or labor union representative or between two or more Exhibitors, all interpretations of the rules covering the exhibition actions or decisions concerning this dispute or disagreement by Management, intended to resolve the dispute or disagreement shall be binding on Exhibitor.

9. AGREEMENT TO RULES:

Exhibitors shall abide by and observe all laws, rules and regulations of the hosting state, county and city, and their departments and all rules of the exhibition venue. Exhibitor, for itself, employees and agents, agrees to abide by the foregoing rules, as well as additional rules appearing in the Exhibitor Services Manual herewith incorporated by reference, and by any amendments that may be put into effect by Management. This agreement shall not be binding on Management unless it is completed in full by Exhibitor and duly executed by both parties. Deposit of Exhibitor's check does not constitute contract acceptance. End-caps (two corner booths side by side) or Peninsulas (4 end booths) are available for an additional $300 per 10'x10' booth space. Exhibitor must adhere to end-cap rules and applicable height restrictions.

10. AMENDMENT IN RULES:

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations and that any such amendments when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.

11. SEVERABILITY:

If any term of this agreement is held null and void by a court of competent jurisdiction, then this agreement and each of its terms will remain in full force and affect as if the nullified term or its constituents was never made a part of this agreement. This agreement is governed and shall be construed under the laws of the state of California including the laws governing choice of forum.

12. PENALTIES:

In the event Exhibitor breaches any agreement set forth in these Terms and Conditions, the Exhibitor Services Manual, or fails to comply with Management's prescriptions for SuperZoo, Management may seek to remove all of Exhibitor's items including, but not limited to; booth, decorations and products from the SuperZoo floor for the remainder and duration of SuperZoo. This does not prohibit or otherwise limit, Management from also prohibiting Exhibitor's application or entry into future Shows for violation of any Show rules, regulations or other limitations set for the herewith. Removal of Exhibitor's property does not constitute grounds for a refund of the Booth Rental Cost or other associated Show fees.

Early Move out - Closing down exhibitor booth prior to show closing will result in a $1000.00 fine that will be due and payable prior to inclusion in any future WPA event.

Exhibitor parking is under the control of the FACILITY and exhibitors may be subject to a parking fee.