

# APPLICATION & CONTRACT FOR EXHIBIT SPACE

The undersigned (hereinafter, called the "Exhibitor") hereby applies for space in National Fitness Productions' **"TheFitExpo, San Jose,"** held at the San Jose Convention Center, in San Jose, CA on July 21-22, 2018.



San Jose  
July 21-22, 2018

COMPANY NAME: \_\_\_\_\_

BRAND NAME TO BE LISTED ON FLOOR PLAN: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PERSON-IN-CHARGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_ MOBILE FOR PERSON-IN-CHARGE: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_ EMAIL FOR PERSON-IN-CHARGE: \_\_\_\_\_

All Exhibitor information such as the Exhibitor Service Kit, health permit info, etc. is distributed via email. PLEASE use an email associated with the person who will require access to these documents.

2. LOCATION PREFERENCES: Indicate your first three choices for booth spaces below. Final assignments will be based on availability at the time of receipt of application, properly signed and accompanied by full payment.

1st Choice: Booth # \_\_\_\_\_  
2nd Choice: Booth # \_\_\_\_\_  
3rd Choice: Booth # \_\_\_\_\_

3. BOOTH PRICES:

Each 10 x 10 **inline** booth is \$1,700.  
Each 10 x 10 **corner** booth is \$1,900.

Each 10x10 comes with a 6' skirted table, 2 chairs, a small wastebasket, a small I.D. sign and (4) exhibitor badges.

Total # of booths \_\_\_\_\_ Total Booth Fee \_\_\_\_\_

TOTAL PAYMENT ENCLOSED: \_\_\_\_\_

Payment Selection:  Check  VS  MC  AX  
(Make checks payable to "National Fitness Productions")

Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Security code \_\_\_\_\_

Card Holder Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Signed: \_\_\_\_\_

4. PRODUCTS TO BE EXHIBITED:

**MUST BE FILLED OUT FOR CONTRACT TO BE ACCEPTED**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. COMPETITORS: Please list those companies with similar products or services you do not wish to be adjacent to or across from:

\_\_\_\_\_  
\_\_\_\_\_

6. CONTRACT: This contract shall not be binding unless and until it is accepted and approved in writing by National Fitness Productions. The rules and regulations printed on the reverse side hereof shall constitute part of this contract and the exhibitor agrees to abide and conform thereto. In witness whereof, the Exhibitor applicant has caused this contract to be signed by an officer of the company or person duly authorized:

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

Name (please print): \_\_\_\_\_

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

7. FAX OR MAIL APPLICATION AND PAYMENT TO:

**National Fitness Productions/Erin Ferries**  
**722 Americana Way #201, Glendale, CA 91210**  
**Phone: (888) FIT-EXPO Fax: (818) 230-0468**

Applications that are incomplete, illegible, unsigned or not accompanied by a deposit will be returned for completion before booth assignment can begin.

FOR OFFICE USE ONLY

Sales Manager: \_\_\_\_\_  
Date Application Received: \_\_\_\_\_  
File Number: \_\_\_\_\_  
Payment Information: \_\_\_\_\_  
Booth(s) Assigned: \_\_\_\_\_  
Accepted for NFP by: \_\_\_\_\_

TheFitExpo San Jose ("Show"), at the McEnery San Jose Convention Center ("Convention Center") being held July 21-22, 2018 in San Jose ("City"), is a Public Show and forum for companies and individuals involved in all aspects of health and fitness. As such, the aesthetics and other standards governing the Show must be uniform and of high quality. To that end, the Show and its authorized representatives and assignees (hereinafter referred to as Show Management, reserve the right to refuse display space to, and to close the exhibit of, anyone whose products, displays or conduct are not, in the opinion of Show Management, compatible with the general character and objective of the Show. By submitting an application, the applicant agrees to be governed by the decision and direction of Show Management relative to the character and conduct of the Show.

1. It should be understood that Show Management's primary concern and objective is to provide a consumer Show that best serves the needs of exhibitors and attendees. Therefore, all decisions concerning allocation of Show Space, the nature and mix of exhibitors, and the acceptance or non-acceptance of any application are within the sole discretion of Show Management.

2. Applications submitted must be accompanied by payment in full. Booth assignments are made on a first-come, first-serve basis. All exhibit space payments shall be in US Dollars, through a US Bank or international money draft or credit card company.

3. In the event of cancellation by Exhibitor, request must be made in writing. If Show Management receives notification on or before May 29, 2018, 50% of the payment will be returned. After that date, the payment will be forfeited.

4. Applicant's right to space and to continued use of space during the Show is a right governed solely by the provisions hereof and is not a lease or tenancy, nor shall it be construed as such. Whenever possible, space assignments will be made by Show Management with due regard to the preferences requested by the exhibitor. Show Management will make reasonable efforts to separate Exhibitors of like products, but no assurance can be given as to such separation. SHOW MANAGEMENT RESERVES THE RIGHT, IN SOLE DISCRETION, TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS AND TO CHANGE ASSIGNMENTS AT ANY TIME.

5. No Exhibitor will assign or share the space allocated with another firm, person or entity. Exhibitor is not permitted to feature names or advertisements of non-exhibiting firms, distributors or agents. Exhibitors must display only goods and services, manufactured or marketed by it in the regular course of its business. Should an article of non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business.

6. Show Management makes no claims as to the Show's suitability for a particular purpose of the Exhibitor, and the Exhibitor expressly agrees that the expectations and responsibility for benefit are solely its own.

7. It is conceivable that, during the Show, circumstances may arise that substantially handicap the operation of or prevent the occupancy of a particular exhibit space. If such circumstances are under Show Management's direct control and are not addressed specifically or generally in these rules and regulations, or in materials provided by Show Management to Exhibitors, Show Management may provide a remedy to the Exhibitor by terminating the contract. In such an event, Exhibitor's sole and exclusive remedy shall be a refund of all charges of space paid to Show Management, prorated for the number of days the exhibit was operated. The Exhibitor expressly agrees that Show Management shall not be held liable for fees, costs and losses or expenses beyond those paid directly to Show Management, or for any other consequential damages.

8. All booths are approximately 10 feet by 10 feet, unless otherwise indicated in the exhibit floor plan. Exhibit space will be allocated in units, indicated on the exhibit space floor plan.

9. Standard booths are uniformly constructed with 8-foot high drape-type back wall (drape panels, flame retardant treated) and 3-foot high draped sides, supported by aluminum pipe and stanchions. Space charges include one 6-foot skirted table, two chairs, one wastebasket, and one standard booth sign measuring 7 inches by 44 inches with the Exhibitor's name. All other services, including materials, handling, electricity, telephones, special furniture, etc., must be ordered separately by the Exhibitor and are not included in the charge for the exhibit space.

10. Show Management reserves the right to fix the time for installation of each exhibit prior to the Show opening and for removal after the conclusion of the Show. Installation of exhibits begins July 20, 2018 at 8 AM and must be completed by 5 PM. Any exhibits not visibly claimed and occupied by this time may be reassigned without refund. Exhibits are to remain intact for the entire Show and are not to be dismantled prior to the Show closing on July 22, 2018 at 5:00 PM. Exhibits are to be removed between 5:05 PM and 11:00 PM on July 22, 2018. Show Management is hereby authorized to remove, at Exhibitor's expense, and without liability for loss or damage, any material occupying exhibit space after this time. ANY EXHIBITOR WHO BREAKS DOWN PRIOR TO THE CLOSING OF THE EXPO WILL BE FINED \$500 FOR SAFETY VIOLATIONS. THIS FINE WILL BE CHARGED TO THE CREDIT CARD ON FILE. THE CITY COUNTY FIRE MARSHAL WILL MONITOR THE SHOW FLOOR DURING SHOW HOURS.

11. Show Management reserves the right to restrict the operation of, or remove completely, any exhibit, which, in its opinion, detracts from the general character of the Show as a whole. This includes, but is not limited to, exhibits which, because of amplified sounds, noise light, method of operation, display of unsuitable or offensive material, smoke, odor or disruptive personnel, are determined by Show Management to be objectionable to the successful conduct of neighboring exhibits. The consumption or possession of alcohol is prohibited in any and all cases related to exhibiting at the Show. Violation of this provision in any manner by any exhibitor and or representative of company are cause for removal of those in violation from Show. It is Show Management's sole discretion if violation necessitates exhibit booth to be removed completely. Exhibitor assumes any and all costs associated with the removal of booth and will not be due any refunds or credits.

12. Exhibitors may not use live or recorded music without prior written consent of Show Management. Such Exhibitors will be responsible for all licenses, fees and costs of such music. Exhibitor agrees to indemnify and hold harmless Show Management for any such payments.

13. Exhibitors must cease operation, demonstration, or distribution of samples of any kind whenever such action blocks the aisles or in any way handicaps nearby Exhibitors.

14. All promotional activities as defined by Show Management must be confined to the limits of the Exhibitor's assigned space. Distribution of circulars may be made only within the space assigned to the Exhibitor presenting such materials. No advertising material, slogans, logos, whether in print or on clothing, vehicles, etc. or promotion of any kind is permitted outside the confines of the Exhibitor's assigned space. Further, the distribution or display of promotional or advertising material, which, in the opinion of Show Management, tends to detract from the professional purposes of the Show, is not permitted. Advertising, promotional or materials that might be construed to be a lottery is prohibited.

15. Cash transactions and/or sales of merchandise or products for delivery on the exhibit floor is possible only if Exhibitor has applicable City tax identification, collects City Sales Taxes, reports sales, etc. Exhibitor agrees to provide with this signed agreement a copy of their resale number. Writing and/or taking sales orders is encouraged.

16. It may be necessary for the conduct of other exhibits or Show operations to access utility connections in Exhibitor's booth. Exhibitor expressly agrees to permit such access, which may include placing conduit, cable, ramping, etc. at the booth.

17. Exhibitor must have a booth representative present in the exhibit booth and exhibit must be fully operational at all times Show is open. Booth representatives must be properly clothed,

in keeping with the Show environment.

18. Shopping bags of reasonable size, in reasonable quantity, may be distributed, provided such distribution does not pose a security hazard as determined by Show Management.

19. Helium balloons are prohibited.

20. No live animals or insects are permitted in exhibits.

21. Regarding the Americans with Disabilities Act, the Exhibitor agrees to take those steps necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the Exhibitor can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages or accommodations being offered or would result in an undue burden, i.e. significant difficulty or expense.

22. All Exhibits must conform to the rules and regulations of the City Fire Dept. All drape, carpet, cloth, paper banners, and other decorative effects shall be flame retardant treated.

23. All electrical appliances must be UL approved. All equipment and effects must meet applicable safety standards. Unless otherwise authorized by specific individual permit from the Fire Department, use of fuels other than electricity is strictly prohibited.

24. Neon lighting and glass effects must be shielded so as to prevent breakage.

25. Photography of individual exhibits in the Show is not permitted, unless the individual Exhibitor gives permission. Representatives of the press with credentials are excluded from this regulation.

26. Per Convention Center Rules: Children under the age of 18 are not permitted on the show floor during exhibitor move-in (installation) days and move-out/dismantle hours. No exceptions will be made.

27. Any Exhibitor desiring to offer samples must contact Show Management in writing, via paperwork provided upon confirmation of receipt of exhibitor contract noting items to be sampled or sold so as to be certain that this is in compliance with the rules and regulations of the Convention Center. Show Management reserves the right to prohibit or restrict cooking and use of beverages in the exhibit area. Exhibitors must obtain Product Liability Insurance naming Convention Center Concessionaire as additional insured and return the required Authorization to Sample form.

28. Exhibitors will not be permitted to store packing crates or materials in the display booth during the Show. These items, when properly marked, will be stored and returned to the booth by the official Drayage Contractor. It is the Exhibitor's responsibility to mark and identify its crates. Crates not properly marked or identified may be destroyed. Due to the lack of storage facilities, it may be necessary to store crates outside the building. Reasonable effort will be made to protect the crates from the elements, but neither Show Management nor the Official Drayage Contractor will assume any responsibility for damage to them.

29. The Exhibitor is responsible for the custody and control of its property while in transit to and from the Exhibit Hall and while it is within the Exhibit Hall. Neither National Fitness Productions, Show Management, its service contractors, Convention Center nor any of its officers, staff members or directors of any of the same are responsible for the safety of the property of the Exhibitor from theft, damage by fire, accident, vandalism or other causes. Further, the Exhibitor expressly waives and releases any claims or demands it may have against any of them by reason of any damage to, or loss of, any property of the Exhibitor.

30. The Exhibitor agrees to defend and hold harmless National Fitness Productions, San Jose Convention Center, Team San Jose, Blaine Event Services, their service contractors, and any officers, staff members or directors of all of the same ("Indemnified Parties") from any and all liabilities, claim loss, cost of expense arising by reason of any damage or injury, including death, which may arise from the operation of, or in connection with its exhibit. Exhibitor shall obtain and maintain during the period of the Show liability insurance in such amounts as National Fitness Productions shall reasonably require insuring the Indemnified Parties of all of the same against risk referred to in the preceding sentence. Before setup Exhibitor must provide a certificate of insurance naming the Indemnified Parties as additional insureds.

31. The Exhibitor agrees to defend and hold harmless Show Management from all liabilities, claims or expense for any trademark, copyright or patent infringement arising out of the operation or promotion of its exhibit or any performance or exhibit within the event.

32. The Exhibitor, or its agents, shall not injure or deface any property or the building, the booths or the equipment of service contractors or other exhibitors. When such damage occurs the Exhibitor is liable to the owner of the property so damaged.

33. It is required that the Exhibitor obtain complete broad form insurance coverage, at its own expense, covering its liability for property loss or damage.

34. The Exhibitor is required to comply with all contracts in effect between service contractors, the Convention Center, Show Management, and the labor organization involved.

35. Any Exhibitor requiring the use of labor services in assembling and dismantling its exhibit will not be permitted to use its own employees or employees of other firms other than the employees of the Official Contractors, or recognized contractors with proper Union contracts, except as specified in the Exhibitor's Service Kit. Any Exhibitor utilizing service contractors to install and dismantle other than the designated Official Contractor by Show Management must notify Show Management in writing thirty (30) days prior to move-in, and include the name, address of the contractor, name of the supervisor to be in attendance, a certificate of liability, workers compensation and property damage insurance, proper licenses, and a statement of agreement that contractor will comply with all rules and regulations of the Show.

36. All services must be performed by the designated service contractors. See the union regulation statement in the Exhibitor Service Kit.

37. Any failure of an Exhibitor to make any payment when due hereunder and any failure to comply with any other provision hereof is an Event of Default. Upon occurrence of an Event of Default, Show Management shall have the right to reassign the Exhibitor's booth, including the right to take possession of such space and to reallocate it to another Exhibitor. Inasmuch as damages upon the occurrence for an Event of Default are extremely difficult or impractical to calculate, the parties agree that Show Management shall be entitled to retain as liquidated damages, and not as a penalty, all sums paid by the Exhibitor to Show Management. Such liquidated damages shall be in lieu of any other remedy available to Show Management, provided however, that the foregoing liquidated damages provision shall be inapplicable to any Events of Default. Show Management may resort to any remedy available to it at law or in equity with respect to any Event of Default occurring with regard to liability and Exhibitor's insurance coverage.

38. If the Show is not held for any reason whatsoever or if the Show commences and is terminated prior to the scheduled closing date, this contract shall be deemed terminated and Show Management shall refund to the Exhibitor all charges for space paid by Exhibitor to Show Management, prorated for the length of time the Show was open and less Show Management's actual incurred expenses. Any and all matters not specifically covered by the preceding Rules and Regulations, or covered in materials supplied to the Exhibitor in the Exhibitor's Service Kit or otherwise, shall be subject to the sole discretion of Show Management. Show Management shall have full power to augment, interpret, amend, and enforce these rules and regulations, provided any augmentation or amendments, when made, are brought to the attention of the Exhibitors. Each Exhibitor, for itself, its employees, and its representatives, agrees to abide by the foregoing rules and regulations and any amendments or additions thereto. The Application and these Rules and Regulations, when signed by the parties, constitute a binding contract enforceable under the laws of the State of California. Should a court of competent jurisdiction herein find any rule or provision invalid, such invalidation shall not affect the enforceability of all other provisions herein. Should any legal action be brought in connection with any of the terms and conditions herein, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

I have read and agree to the terms and conditions of this Application.

Initials

Revised: January 19, 2018

Initial Item 3

Initial Item 26

Initial Item 30

Initial Item 15