

PACIFIC EXPOS - SPRING NEW PRODUCTS SHOW 2009 EXPO CONTRACT TERMS & CONDITIONS

YOUR SIGNATURE ON THE CONTRACT INDICATES THAT YOU ACCEPT ALL THE TERMS OF THIS CONTRACT, PACIFIC EXPOS POLICIES, AND ANY FINES THAT MAY BE ISSUED. WE WILL NOT BE RESPONSIBLE FOR EVENTS THAT MAY OCCUR DUE TO LACK OF KNOWLEDGE OF POLICIES & PROCEDURES.

- 1. New Products Show.** To participate in this show, all vendors must submit photo(s) of "NEW" products. Show management reserves the right to refuse applications for non-related businesses or products, as deemed by management.
- 2. Application for space.** Except by written consent from Management, Exhibitor will not sublet the exhibit space contracted for and shall not exhibit or permit any merchandise other than specified on the Vendor Contract. Management reserves the right to designate where exhibitors may present their displays. Booth space is only confirmed **after** full payment and all necessary paperwork has been received. No set-up allowed if balance is owed. All payments are non-refundable, non-transferable. Pacific Expos reserves the right to terminate any exhibitor contract for just cause.
- 3. Exclusivity.** Management does not guarantee product or service exclusivity. For exclusive rights, fee is \$2000.00 per product, per show.
- 4. Parking.** Vendors responsible for parking fees, and will adhere to the parking rules of the venue.
- 5. Check-in & Vendor Wristbands.** Check-in at show office before setting up exhibits. **Wristbands.** To be worn by all vendors and staff snugly around wrist for identification purposes on-site. **Must be pre-ordered**, up to 12 bands per booth, per day at no charge. Additional bands will cost \$1 each, charge made to credit card on file. Note on Page 2 where requested the total number of wristbands needed each day. Packets will be distributed at check-in. **No additional bands will be available on-site.**
- 6. Display.** No flammable materials shall be used in displays. All displays and materials shall not disturb the aisles or exhibits in adjacent booths, physically or visually. All booths shall have proper signage. Management reserves the right to restrict or reject any exhibit which may be objectionable or not in keeping with the quality or character of the Expo. Display and products must remain within assigned booth space.
- 7. Imposed fines for violations.** A fine of \$50.00 per infraction will be charged if exhibitors are found violating any of the following: A) If booth is not manned and ready for business from the time doors open through the entirety of scheduled show hours; B) If exhibitor opens late or leaves earlier than close of show; C) If exhibitor breaks down booth prior to Sunday at 5:00 p.m.; D) If exhibitor does not remove their own trash before, during and after the show. Trash bins in the hall are strictly for customer use; E) If residue is left on floor from the use of strapping or duct tape; F) If exhibitor is found soliciting outside booth.
- 8. General Liability Insurance.** In accordance with the terms of the Exhibitor Contract, **all exhibitors (returning and first-timers)** must submit a certificate of insurance. Fax or mail to the PE office by 30 days prior to Day 1 of show. Please name PACIFIC EXPOS, 1580 Makaloa Street, Suite 1200, Honolulu, Hawaii, 96814 as additional insured. If needed, the following information can be forwarded to your insurance agent: "Said policy shall not contain less than the following limits of liability: for bodily injury liability or loss sustained in one occurrence, \$1,000,000; for personal injury liability sustained in one occurrence, \$1,000,000; for damage or loss of use of property in each occurrence, \$1,000,000." We do offer a one-time general liability coverage for \$50.00 up until two weeks prior to the show. Call the PE office for more information or email info@pacificexpos.com One-time coverage requires the following information: Legal Business Name, owner(s), business address, business phone, and authorization to charge \$50 to your credit card.
- 9. INDEMNIFICATION.** Exhibitor agrees to hold Management and its affiliated businesses harmless from any claims from or due to acts of Exhibitors, its agents, and employees, howsoever designated, and/or for loss and/or injury of any nature.
- 10. NON EXHIBITOR SOLICITATIONS.** Unauthorized solicitation within the exhibition space by individuals who did not buy booth space is strictly prohibited; report all non-exhibitor solicitations to Management immediately.
- 11. WITHDRAWAL.** Failure on the Exhibitor's part to make use of the said rental space shall not relieve the Exhibitor of its obligation for full payment here under. After execution, this contract cannot be revoked or cancelled—unless by mutual agreement and Exhibitor shall be liable for the full amount of this contract, plus interest at the maximum amount allowed by law and reasonable attorney fees and court costs if necessary, for collection purposes. If vendor's booth is not ready for business by the time doors open, Pacific Expos reserves the right to reassign the booth.

Please print legibly or type. All fields required.

Company Name _____

Contact Name _____

Contact's Email Address _____

P: _____ / F: _____ / C: _____

Contact's Primary Phone/Fax/Cellular _____

Company Website _____

GE Tax License (required for vendors selling on show floor) _____

Mailing Address (all show correspondence will be sent to the address you list above) _____ City _____ State _____ Zip _____

On-site Contact Name & Cellular Number _____

All products to be sold _____

Signature _____

Date _____

Please be aware that your signature indicates acceptance of all Pacific Expos' terms and conditions, including any fines issued, as listed on the agreement and issued by management

Venue: Neal Blaisdell Center Exhibition Hall
 777 Ward Avenue
 Honolulu, Hawaii 96814

Hours: Move-in, 4/23/09, 1pm to 10pm
 Move-in, 4/24/09, 8am to 4pm
 Expo, 4/24/09, 5pm to 10pm
 Expo, 4/25/09, 10am to 9pm
 Expo, 4/26/09, 10am to 5pm
 Move-out, 4/26/09, 5:30pm to 10pm
 *vendors may enter at 8am on show days

Booth Info: 10'x10' space
 Do not set up 3' rail on my corner space.

Parking: Vendors responsible for fees.

Decorators: ICES is the contracted decorator. Please contact at 808-832-2430 for your show needs, including electricity, tables, and chairs. Vendor will be invoiced for these services.

Vendor Bands: Must be pre-ordered, up to 12 per day, per booth at no charge. Additional bands can be ordered for a \$1 each. Distributed at check-in; **no extras available on-site.** Please indicate total amount needed each day:

Friday _____ Saturday _____ Sunday _____

Booth Fees	Qty.
<input type="checkbox"/> Corner \$875.00	_____
<input type="checkbox"/> Inline \$775.00	_____
<input type="checkbox"/> Food \$550.00	_____
<input type="checkbox"/> Crafter (tba) \$500.00	_____
Early Bird Discount*	-10%

* **Applies only to payments for FULL amounts.** Applications and payments must be received by January 30, 2009 to receive discount. **No exceptions. **DISCOUNTS MAY NOT BE COMBINED**

SUBTOTAL	\$ _____
4.712% Hawaii GE Tax	\$ _____
<input type="checkbox"/> General Liability Group Policy**	+ \$ 50.00
TOTAL DUE	= \$ _____

Amount remitted \$ _____
Balance due \$ _____

(balance due in full 30 days prior to show or deposit will be forfeited and booth resold.)

Payment terms: I agree to pay the above total amount and understand that booths will not be confirmed until payment in full is received and all required documents have been submitted to Pacific Expos Management. **ALL PAYMENTS RECEIVED ARE NON-REFUNDABLE AND NON-TRANSFERABLE.**

**=Good for weekend of the show only, must provide required information as noted on Page 1, Paragraph 8.

PAYMENT METHODS: Visa, Mastercard, checks, money orders, and cash accepted.

- CHECK # _____ in the amount of \$ _____.
- CREDIT CARD. CARDHOLDER _____
 CREDIT CARD # _____ Exp ____/____
 Amount to be charged \$ _____ Sec.Code _____ Billing Zip Code _____
- CASH. Amount \$ _____

BOOTH CHOICES: 1st _____ 2nd _____ 3rd _____

****Booths are not confirmed until full payment and all necessary documents have been submitted. Space is not held without full payment. Fee is non-refundable.**

EXPO MARKETING OPPORTUNITIES AVAILABLE. Contact us to buy into our \$250,000 advertising campaign. Buy packages in TV, radio, newspaper, and print media. First come, first served.