

2015-16 Exhibitor Agreement



Palm Springs: Nov 13 & 14, 2015

San Diego: TBD

Phoenix: Feb 12 & 13, 2016

Las Vegas: May 6 & 7, 2016

Company Name: _____

Contact Name: _____

Street Address: _____

City/State/Zip: _____

Office #: _____ Cell #: _____

Email: _____ Fax #: _____

Product or Service: _____

EXHIBITOR SPACE:

INCLUDED: Vinyl Canopy (no side walls), 6 ft. table, plastic table cover, 2 chairs & 2 Exhibitor Badges

ADDITIONAL COST: Tent Side Walls, Electrical and extension cords, Internet Access, Extra Tables and Covers, Extra Chairs and Extra Badges.

PLEASE NOTE: Vendors are responsible for any selling permits necessary and collecting any necessary sales taxes Vendors may not use their own tent unless exhibiting on the driving range

- | | |
|---|-----------------|
| <input type="checkbox"/> 10' x 10' Booth | \$ _____ |
| <input type="checkbox"/> 10' x 20' Booth | \$ _____ |
| <input type="checkbox"/> Corner Booth or Premium Space | \$ _____ |
| <input type="checkbox"/> 10' x 10' Driving Range Space | \$ _____ |
| <input type="checkbox"/> 10' x 30' or Larger (call for price) | \$ _____ |
| TOTAL DUE: | \$ _____ |

Check All That Apply: QTY

- | | |
|---|-------|
| <input type="checkbox"/> Please provide extra table(s) | _____ |
| <input type="checkbox"/> Please provide extra chair(s) | _____ |
| <input type="checkbox"/> Extra Exhibitor badges | _____ |
| <input type="checkbox"/> I am interested in a hotel room at a discount rate | |

PAYMENTS

50% payment due within 14 days of signing this agreement.

Full payment is due 45 days prior to the show date.

Assigned Booth Number(s): _____ Sales Rep: _____

PAYMENT DETAILS:

Payment Method: Visa MasterCard American Express Check Enclosed PayPal

Credit Card: **NOTE: All credit cards/PayPal will be charged 3% in addition to the total payment amount. By signing you agree to all terms and conditions, agree to these charges and agree not to charge back this account. Your credit card charge will appear as "Spear/Hall Communication, Inc." on your statement.

Credit Card Number: _____ Expiration Date: _____

Security Code: _____ Deposit Amount: _____ Date Charged: _____

Name on Card: _____ Final Amount: _____ Date Charged: _____

Billing Address: _____ State: _____ *Zip Code: _____
(45 days prior to show date)

Signature: _____ Date: _____

*Mandatory for billing

Payment, Procedures, & Cancellation Policy:

No refunds will be made if space is contracted and not used, nor will any refund be made for space used for part of the event. For refund consideration, cancellation of exhibit space must be directed to the address specified herein. If cancellation occurs 90 days prior to the event, a 50% refund will be applicable. If cancellation occurs less than 60 days prior to the event, no refund will be applicable. This refund will be based on the total amount of the contract. Any refund due to exhibitor in accordance with terms herein will be payable within 60 days following the conclusion of the event. All deposit monies for space reservations will be forfeited if the exhibitor fails to make payments as required, violates any exhibitor rules, or cancels space without notice. We anticipate good crowds, but variables like weather, breaking news events, and unforeseen circumstances may impact attendance. We do not guarantee attendance figures. We do not guarantee category exclusivity unless specified in writing. No Refunds.

Signature: _____ (Approval to take deposit and apply final payment automatically per above schedule)

Please Make checks payable to: **"Spear/Hall Communications, Inc."**

Please fax, mail or email contract to:
Spear/Hall Communications, Inc.

3990 Old Town Avenue, Suite A-115, San Diego, CA 92110

Email: info@spearhall.com Phone: 619.683.3700 Cell: 610.413.4991 Fax: 619.683.3702 www.spearhall.com

EXHIBITOR AGREEMENT:



Booth Spaces:

Exhibitor that purchases booth space at Golf Fest agrees that Golf Fest reserves the right to reject any applicant or exhibitor for any reason at the discretion of Golf Fest. Golf Fest also reserves the right to assign and/or change booth location at any time. Exhibitor pop up tents are not allowed unless exhibiting on the driving range or unless otherwise agreed upon by show management. We do NOT guarantee any category exclusivity unless specified in writing prior to the show.

Move-In And Move-Out:

You will be able to check-in and move into your booth anytime between 11:00 a.m. and 6:00 p.m. on the Thursday before the show. You must have your booth fully assembled and ready for attendees no later than 8:30 a.m. on Friday morning of the show. Exhibitor agrees to staff its booth with qualified personnel at all times during show hours. Exhibitor shall have all materials removed from the booth within one hour after the show ends on Saturday.

Booth Protocol:

Any excessive noise, hazardous or dangerous situations or any other acts considered to interfere with exhibition space used by other exhibitors is prohibited. Exhibitor activities must be contained within their contracted booth space or approved ahead of time by show management. Portions of Exhibitor's displays extending beyond 5ft. from the back drape may only be 3ft. in height. Canvassing outside your booth is not allowed and is cause for immediate removal from the show and forfeiture of all booth fees.

Payments:

All booth space charges must be paid in full by the date specified on the Exhibitor Agreement. Full payment for booth space must be received prior to show check in or vendor will not be allowed to move in. Any issues with payment for booth space such as non-sufficient funds or declined credit card transactions will be subject to a \$50 charge for each occurrence. All quoted rates are for cash transactions. Credit card transactions are available and will incur a 3.5% convenience fee for the total amount charged.

Services not Provided:

Golf Fest does not provide any equipment, booth supplies, decorations or storage of materials before, during or after the show. Exhibitor must make prior arrangements for any such items and hold Golf Fest harmless for any and all claims, losses, damages, injuries or other charges which may occur from such arrangements made by the exhibitor.

Electrical:

Any electrical service needs must be contracted through an electrical contractor chosen by Golf Fest. Exhibitor is responsible for any fees or charges related to electrical needs.

Security and Insurance:

Golf Fest will provide overnight security between the hours of 8:00 p.m. and 8:00 a.m. on Thursday and Friday nights of each show. While security is provided, Golf Fest and its management shall not be held responsible for any loss of exhibitor product or property incurred. Exhibitor also acknowledges Golf Fest or the host site does not provide insurance covering

Security and Insurance (Continued)

exhibitor product or property. It is up to the exhibitor to obtain, interruption, property damage, personal injury, vandalism, theft or any other insurance the exhibitor may need to cover any losses it may suffer at the show. Exhibitor must provide Golf Fest with proof of Comprehensive General Liability (CGL) insurance with this agreement and must name Golf Fest as an additional insured party.

Cancellations and Refunds:

No refunds will be made for booth space contracted but not used. No full or partial refunds will be made for space used for only part of the event. For refund consideration, cancellation of exhibit space must be directed to the address specified herein. Booth cancellations 90 days prior to the show will receive a 50% refund if applicable. Cancellations within 60 days prior to the show are not eligible for a refund. Refunds are based on total amount of contract including added charges for premium space, electrical needs, etc. All booth space deposit monies will be forfeited if the exhibitor fails to make payments as required, violates any exhibitor rules or cancels space without notice.

Attendance and Weather Guarantees:

Golf Fest will market the show in good faith. While we anticipate good weather and attendance, rain, wind and other weather conditions are out of our control and may adversely affect attendance. Other local, national and world events are also unpredictable and out of our control which may negatively affect attendance.

Booth Assignments:

Golf Fest reserves the right to change booth assignments, site layout and booth numbers for your space at its discretion. Exhibitors shall not assign any portion of its booth space to any individual, group, partnership, corporation or any other entity without prior written consent of Golf Fest.

Disputes and Resolution:

Decisions or opinions of Golf Fest in the interpretation of this contract shall be final and binding on the exhibitor. Parties are prohibited from initiating any legal action against the other for the purpose of enforcement of this contract. Resolution steps shall be as follows: 1) Both parties shall employ their best effort to resolve any dispute. 2) If dispute cannot be resolved, mediation or standard alternative dispute resolution according to the prevailing laws of the State of California shall be employed. 3) If all other effort fail, both parties agree to submit to binding arbitration with the costs equally split by both parties. Place of execution and court of jurisdiction of any judgment misunderstandings and disputes between the exhibitor and the host is the Superior Court of California, County of San Diego.

By signing below, I agree to the terms and conditions of this contract.

Print Name

Signature

Date