

BIRDWATCH AMERICA
Friday, Jan. 14 – Sat. Jan. 15, 2011
Official Show Contract
Atlanta, GA – World Congress Center



1. CONTACT INFORMATION:

Company: _____
Contact: _____
Address: _____
City: _____ State: _____ Zip: _____ Country: _____
Phone: _____ ext: _____ Fax: _____ Cell: _____
Email: _____ Website: _____

Product Description: _____

I would like to be beside or near the following companies: _____

I do not wish to be near the following companies: _____

2. BILLING INFORMATION (IF DIFFERENT FROM ABOVE):

Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

3. EXHIBIT SPACE:

Each 10' x 10' Booth \$1185
Corner charge (per corner) \$150
10% Discount for 4 or more booths

Booth Package: 1 draped 6ft table, 2 chairs, 1 waste basket, ID Sign, pipe & drape, Directory Listing

Number of booths requested: _____

1st Choice _____ 2nd Choice _____ *see floor plan for options

4. PAYMENT SCHEDULE:

50% Deposit required with contract = _____
Balance of booth rental due October 1, 2010 = _____
____ Check enclosed ____ Bill my credit card ____ Visa ____ MasterCard ____ American Express

Card Number: _____ **V-Code:** _____

Name on card: _____ **Exp. Date:** _____

Billing Address: _____

____ Also bill balance of booth rental on credit card – October 1, 2010

Billing: A 50% non-refundable deposit due with contract, final payment due on Oct. 1, 2009. Paying by check: Please include the following code on your check: BWA11. Mail original application with your check to: Urban Expositions, 1690 Roberts Blvd, NW, Ste. 111, Kennesaw, Ga. 30144. Paying by Wire Transfer to******There is a \$50 wire transfer fee.** Bank of America Wire Transfer Dept., Atlanta, Ga. Payable to: Urban Expositions, LLC., Routing #061000052, ABA # 026009593, Acct # 003284829266. INTERNATIONAL wires please use SWIFT CODE, BOFAUS3N. Wire transfer payments must include the directions: "payment at no cost to the beneficiary".

A cancellation fee of 50% of the total exhibit space will be applied for cancellations 90 days or more prior to the show opening. A cancellation fee of 100% of the total exhibit space will be applied for cancellations less than 90 days prior to the show. Exhibit space assignment cannot be made without the required payment. Exhibit space reservation cannot be guaranteed if payment schedule is not maintained.

By signing this agreement the exhibitor agrees to receive fax and e-mail correspondence from Urban Expositions. (See "Terms & Conditions")

Signature: _____

Date: _____

**Please return this contract to: Rachel Horsman, FAX: 678-285-7469
1690 Roberts Blvd., NW Suite 111, Kennesaw, Ga. 30144**

TERMS AND CONDITIONS

1. **CONTRACT:** This Application, Properly Executed by applicant (Exhibitor), shall, upon acceptance by Urban Expositions, LLC (herein after called Show Management), constitutes a valid and binding contract.

2. **ASSIGNMENT OF SPACE:** It is understood by Exhibitor that space will be assigned to Exhibitor by Show Management at Show Management's sole discretion. Notification of space assignment shall be communicated to Exhibitor. After assignment, space location may not be changed, transferred or canceled except on written request and with the subsequent written approval of Show Management. Space assignments may be revoked or changed by Show Management if Exhibitor fails to meet payment deadlines. The size and location of Exhibitor's space may, at Show Management's election, differ from show to show. Notwithstanding and aforementioned, Show Management reserves the right to relocate Exhibitor. Show Management will make reasonable effort to notify Exhibitor by phone, fax, e-mail and/or mail of such relocation. Show Management assumes no responsibility whatsoever for exhibitor's goods, products or fixtures before, during or after the show.

In assigning exhibit space, Show Management shall carefully consider and at its sole discretion weigh collectively such factors (NOTE--factors are not presented in priority order nor to be construed to be weighed or prioritize) as:

- A. The size of exhibit space requested versus the overall space available for allocation to eligible exhibitors;
- B. The need to accommodate and encourage the introduction of new products for the buyer's benefit;
- C. The quality and creativity of the product displays;
- D. The continuity and length of an Exhibitor's previous exhibit activity;
- E. The size and shape of the space need as it relates to the effective display of an applicant's products for the convenience and benefit of the buyers;
- F. The Exhibitor's commitment to aggressively promote buyer attendance both independently and in cooperation with Show Management; and
- G. The need to balance traffic and promote buyer activity in all exhibit areas.

3. **PAYMENT OF FEES:** PAYMENT OF FEES: A minimum deposit of fifty percent (50%) per booth is required by Show Management no later than the deposit due date specified on the space application, which, upon acceptance, shall be non-refundable except under conditions stated below in Section 4. The balance will be due on the final balance due date specified on the space application. Acceptance of deposited fees does not guarantee exhibit space in the show. There will be a twenty-dollar (\$20) service charge for all checks returned by the bank.

4. **REFUND POLICY:** Policy for written cancellations will be governed as follows (effective date of cancellation is upon receipt by Show Management): A cancellation fee of 50% of total exhibition space will be applied for cancellations 90 days or more prior to the show. A cancellation fee of 100% of total exhibition space will be applied for cancellations less than 90 days prior to the show. **Show Management will implement an additional \$250 Administrative Fee for every contracted booth that is cancelled less than 90 days prior to the show.** Exhibit space assignment cannot be made without required payment. Exhibit space reservation cannot be guaranteed if payment schedule is not maintained.

5. **DEFAULT:** Failure on the part of Exhibitor to meet payment deadlines as required herein shall entitle Show Management, at its election, to terminate this contract and retain all fees previously paid to Show Management. It is further understood that in the event of cancellation by Exhibitor, Show Management shall, at its discretion, reassign exhibit space assigned to Exhibitor without any obligation of refund to Exhibitor, except as provided above in Section 4. Show Management reserves the right to prohibit, close, correct, remove or eliminate any exhibit or display or any part thereof including signs, printed matter, souvenirs, visuals and catalogs or any conduct, action and/or noise. Show Management's rights as set forth above include, without limitation, the cancellation of this lease, the closing of Exhibitor's exhibit or display of the Exhibitor's merchandise. In exercising its rights under this paragraph, Exhibitor agrees that Show Management shall have no liability whatsoever to Exhibitor. **Failure on the part of Exhibitor to set up booth space or fail to notify Show Management that Exhibitor cannot set up booth space by 6:00 p.m. on the last move-in day shall result in the forfeiture of exhibitor space. Show Management at its sole discretion shall attempt to contact Exhibitor prior to forfeiture of space but is not obligated to do so. In the event that Exhibitor arrives after booth space has been forfeited, Show management shall make every reasonable attempt to reassign Exhibitor booth space within the show.**

6. **RULES & REGULATIONS FOR EXHIBITORS:** The exhibitor shall abide by the rules of Show Management together with any amendments thereto adopted by Show Management from time to time of which Exhibitor may receive notice. Under unusual circumstances, and at its own discretion, Show Management may also make specific exceptions to or changes in the rules without necessarily establishing a precedent or applying the modification beyond the specific case involved. Show Management shall have final authority as to the interpretation of the rules, and their application, and shall have the authority to establish penalties in the event of violations.

7. **SUBLETTING PROHIBITED:** Subletting, licensing or sharing of space by Exhibitor, or use of space assigned to Exhibitor by anyone other than Exhibitor, is expressly prohibited. Exhibitor shall not display signs, issue literature, exhibit or permit to be exhibited in the space allotted to it any merchandise other than specified in the exhibit contract. Violation of the terms of this paragraph will result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.

8. **SAMPLE SELLING POLICIES:** *In keeping with the wholesale nature and intent of the show, the sale of samples or merchandise for delivery at point of sale during the show is expressly prohibited and, therefore, no merchandise will be permitted to leave the exhibit floor. This does not apply to exhibitors that have been identified and approved by show management as immediate delivery (cash & carry) exhibitors, when exhibiting in Urban Expositions shows that have a designated area for immediate delivery/cash and carry. All booths must remain fully intact until the official close of show for the benefit of the buyers. Violations of the terms of this paragraph may result in immediate dismissal from the current show and exclusion from participation in future shows. No refund of exhibit fees will be made.*

9. **RELEASE & INDEMNIFICATION:** If the show or any part thereof is prevented from being held, is canceled by Show Management, or the exhibit space applied for herein becomes unavailable because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause. Show Management shall determine and refund to Exhibitor its proportionate share of the balance or the aggregate exhibit fee received which remains after deducting expenses incurred by Show Management and reasonable compensation to Show Management, but in no case shall the amount of refund to exhibitor exceed the amount of the exhibit fee paid. Neither Show Management nor any of its owners, officers, agents, employees and other representatives or advisors shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. Exhibitor hereby agrees to indemnify, defend, protect and hold Show Management and its owners, officers, agents, employees and other representatives or advisors harmless against any an all claims, demands suits, liability, damages, loss, costs, attorney fees, and expenses of whatever kind or nature that might result from or arise out of any action or failure to act of Exhibitor or any of its officers, agents, employees, invitees, or other representatives.

10. **COMPLIANCE:** The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and or owners of the property wherein the show is held. It is further agreed that the Exhibitor will abide by and comply with the rules and regulations concerning local unions having jurisdiction in the property wherein the show is held or with authorized contractors employed by Show Management.

11. **MISCELLANEOUS:** You have provided your fax and/or email to Urban Expositions as part of the exhibitor application process. Urban Expositions does not use customer lists for any activities not associated with our shows. Periodically, messages, containing information, updates and special offers about this or other Urban Expositions Shows will be sent to you at this email or fax number. Submission of this application constitutes exhibitor's consent to receive fax or e-mail messages from Show Management. Exhibitor will have the opportunity to be removed from these lists when/if you receive messages.

12. **EXHIBITOR INSURANCE:** Exhibitor is strongly urged to obtain exhibition insurance through their own insurance company to cover their personnel, exhibit material and equipment for the duration of move-in, show days, and move-out including public liability, property damage, fire and theft, etc.

13. These Terms & Conditions supersede any and all previous negotiations, understandings, brochures, procedures, rules and practices that may have governed the conduct of the show. In signing this contract, Exhibitor acknowledges that there are no representations between Show Management and the Exhibitor other than those contained in this contract.