

# EXHIBIT SPACE APPLICATION & CONTRACT

THE BOARDROOM INTERNATIONAL SURFBOARD SHOW presented by US Blanks

May 2 & 3, 2020 • Del Mar, Ca.

**1. Please fill out the following information completely.**

LEGAL COMPANY NAME / Website \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_

ADDRESS / CITY \_\_\_\_\_

COMPANY PHONE NUMBER \_\_\_\_\_ STATE/PROV ZIP/POSTAL CODE \_\_\_\_\_

CONTACT TITLE & NAME \_\_\_\_\_

CONTACT EMAIL (FOR THE BOARDROOM USE ONLY) \_\_\_\_\_

<b>BOOTH SPACE RATE</b>		
Standard Blue 10' x 10' booth.....		\$750
Premium Corner Green 10' x 10' corner booth.....		\$850
Premium Main Aisle Corner Orange 10' x 20' booth.....		\$1700
Premium Main Aisle Square Yellow 20' x 20' booth.....		\$3000

  

**3. CALCULATE PAYMENT**

_____	X	\$750	=	\$ _____
# of Booths /how many		Standard		
_____	X	\$850	=	\$ _____
# of Booths /how many		Premium Corner		
_____	X	\$1700	=	\$ _____
# of Booths /how many		Premium Main Aisle Corner		
_____	X	\$3000	=	\$ _____
# of Booths /how many		Premium Main Aisle Square 20' x20'		
_____				

**total booth cost \$ \_\_\_\_\_ (PayPal.add\$20)**

**FINAL PAYMENT AMOUNT \$ \_\_\_\_\_**

Booth assignment not made until 100% of fee and contract are received. 50% Deposits accepted. **Deposits are non-refundable.**

**Final payment due March 30,.2020.**

**4. Comments regarding location, wanted/unwanted neighbors, etc. \_\_\_\_\_**

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**5. WE HEREBY APPLY FOR EXHIBITION SPACE IN THE BOARDROOM. IF ACCEPTED WE AGREE TO ABIDE BY THE TERMS AND CONDITIONS INCLUDED IN THIS DOCUMENT. WE AGREE TO SEND 50% NON-REFUNDABLE DEPOSIT OR FULL PAYMENT FOR BOOTH SPACE WITH CONTRACT. FINAL BOOTH PAYMENT IS DUE MARCH 30, 2020. WE UNDERSTAND REQUESTED BOOTH SPACE CANNOT BE REFUNDED.**

Please note that by signing this form you agree to our terms and rules and regulations, and understand that upon execution by **SCOTT WILLIAM BASS INC, A CA. "S" CORP**, below, this constitutes a legally binding contract.

SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

**For The Boardroom use only**

This Contract for exhibit space is hereby accepted by **SCOTT WILLIAM BASS INC, A CA. "S" CORP**, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_. Booth number \_\_\_\_\_ Number of booth(s) \_\_\_\_\_ Booth configuration \_\_\_\_\_  
Assigned area \_\_\_\_\_

**Include Exhibit Space Contract, Payment Form and acknowledged Terms & Conditions.**

**6. Check** -- include this signed contract with your payment

Make check payable to:  
**Scott William Bass Inc.**

**Send** check and signed contract to:  
SWB Inc./The Boardroom  
914 Birchview Dr.  
Encinitas, Ca. 92024

**7. PayPal**

**Simply log on to [www.paypal.com](http://www.paypal.com) and send final payment using email: [scott@surfboardshow.com](mailto:scott@surfboardshow.com)**

**Send** signed Contract and signed.Terms & Conditions to:  
SWB Inc./The Boardroom  
914 Birchview Dr.  
Encinitas, Ca. 92024

**TERMS & CONDITIONS**

- 1. CONTRACT:** **SCOTT WILLIAM BASS INC, A CA. "S" CORP** (SWB INC.) is the owner of the show and is herein referred to as "**Owner**". The applicant signing this document hereof is herein referred to as "**Exhibitor**". This document, properly executed by Exhibitor, shall upon written acceptance by Owner constitute a valid and binding contract. Exhibitor represents and warrants that all information provided by Exhibitor to Owner is and shall be true and correct.
- 2. ASSIGNMENT OF SPACE:** Booth assignment, space location may not be transferred or cancelled by Exhibitor except upon written request and with the written approval of the request by Owner. Space assignments may be revoked by Owner at any time that the minimum payment schedule is not timely met in accordance with the terms hereof (**without any refund or obligation to Exhibitor**). Owner reserves the right to reassign exhibit space at any time (**without any refund or obligation to Exhibitor**).

**3. SUBLETTING:** Subletting or licensing of space by Exhibitor, or use of the space by anyone other than Exhibitor without authorization by Owner, is prohibited. Exhibitor shall not exhibit or permit to be exhibited in the space allotted to Exhibitor any merchandise other than that specified by Exhibitor hereof.

**4. EXHIBIT REQUIREMENTS:** All booth arrangements shall conform in all respects to the dimensional and height requirements as specified by Owner. Exhibitor shall care for and keep in good order the space occupied by Exhibitor and surrender such space at the close of the show in the same condition it was when taken over. Exhibitor, its employees, agents and invitees shall not injure or deface the walls or floors of the building, any booth, the equipment or furnishings in the booths or building within which the show takes place. Exhibitor's booth(s) must be open for business during all show hours and during the duration of the show.

If damage should occur, Exhibitor will assume full liability for any such damage caused by Exhibitor or Exhibitor's employees, agents or invitees. Exhibitor takes full responsibility for assigned booth space and for exhibit complying with local, city and state rules and regulations concerning safety, health, or fire. If the space occupied by Exhibitor or the merchandise or articles therein shall be damaged or destroyed by show participants, Exhibitor, Exhibitor's employees, agents, or otherwise, Exhibitor shall and does hereby assume all legal and financial responsibility for any claims and for the restoration of the space to its original condition.

Exhibitor must completely vacate the show building promptly following the close of the show, and in accordance with Owner's Rules & Regulations (as herein defined). Owner is not able to thoroughly police removal of exhibits. Owner will be unable to determine who is authorized to remove articles, merchandise, equipment and displays, so Exhibitor should make certain only Exhibitor's staff performs removal. Owner will provide limited security personnel during the move-in, show, and move-out period. Additionally, Owner may impose and collect from Exhibitor a fine of \$500 per occurrence for violation of this section.

**5. PAYMENT REQUIREMENTS AND CANCELLATION POLICIES:** A 50% minimum deposit is required with the return of this document to Owner and is **non-refundable**. The balance must be paid and is due no later than the final payment deadline—March 30 2020, and **also is non-refundable**. If applying for exhibit space after the final payment deadline, full payment is due with contract. Make all checks payable to SWB INC., and mail to The Boardroom 914 Birchview Dr., Encinitas, Ca 92024

If a check is returned due to insufficient funds, Exhibitor must pay a \$25 fee to Owner, and in addition then will have one week to pay the balance in full via money order or certified funds. If payment is not received within these terms, Owner reserves the right to reassign Exhibitor's booth(s) **without any refund or obligation** to Exhibitor. Personal or company checks will not be accepted during the one month prior to the first day of the show; only money orders and certified funds will be accepted.

Exhibitor understands if balance is not paid by the set deadline, Exhibitor's rights will be canceled without any refund, and show space will be reassigned to another company. Exhibit fees received by owner shall be refunded only in the instance this document is not accepted and countersigned by owner, and not otherwise.

**In the event of a cancellation by Exhibitor, Owner is not obligated to make any refund to Exhibitor, Exhibitor remains obligated to pay any unpaid amounts and Owner reserves the right to reassign the cancelled booth(s) without any refunds or obligations to Exhibitor.** Exhibit space not claimed by 7:00 a.m. on the opening day of the show reverts back to Owner to be utilized at the discretion of Owner, without any refunds or obligations to Exhibitor.

Exhibitor shall observe and abide by the Exhibitor Rules & Regulations and incorporated herein by this reference, and with any additional rules or regulations that hereafter may be adopted and announced by Owner (collectively, the "**Rules & Regulations**"). Owner reserves the right to uncover, move or remove an exhibit for the good and welfare of the show, and without liability or obligation to Exhibitor. Exhibitor shall be responsible for the removal of Exhibitor's entire display, including walls, floors and furniture.

If the show or any part thereof is prevented from being held, is cancelled by Owner, 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, terroristic act or threat or other cause (provided such is not attributable to Exhibitor), Owner shall determine and refund to the applicant the share (if any) of the aggregate exhibit fee received from Exhibitor which remains after deducting expenses incurred by Owner and reasonable compensation to Owner, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid to Owner by Exhibitor. Owner shall have no other obligation to Exhibitor.

**6. LIABILITIES:** Neither Owner nor any of its officers, agents, employees or other representatives shall be held accountable or liable for, and the same shall be and are hereby released from, accountability and liability for any damage, loss, harm, or injury to the person and/or any property of Exhibitor or any of Exhibitor's officers, agents, employees, invitees, or other representatives. Moreover, in no event shall Owner be liable for any damages in excess of the charges of Owner to Exhibitor hereunder, and in no event shall Owner be liable for any loss of income or profits, or for any incidental, indirect, special or consequential damages (whether foreseeable or unforeseeable).

**7. INSURANCE:** Exhibitor and exhibitor display contractor(s) shall maintain Comprehensive General Liability Insurance and Personal Injury coverage and if exhibitor is consuming, selling or providing alcohol or liquor, full alcohol or liquor liability coverage for all Exhibitor's activities at the show, all at Exhibitor's sole cost and expense. Policy limits shall be at least \$1,000,000/\$2,000,000 Bodily Injury and Property Damage combined. Exhibitor and exhibitor display contractor(s) shall also maintain, at their sole cost and

expense, Workers Compensation Insurance for employees participating in the show. Evidence of insurance coverage in the form of a valid Certificate of Insurance specifying that coverages include activities at the show must be provided to Owner prior to move-in and exhibiting. Exhibitor warrants that Exhibitor has and shall have insurance complying with these insurance requirements and with such other requirements as may be in the Rules & Regulations. Evidence of insurance coverage in the form of a valid certificate of insurance must be supplied to Owner before move-in and exhibiting.

**8. BREACH OF CONTRACT:** Owner shall have the right, in the event of any violation of any of the terms hereof or any of the Rules & Regulations by Exhibitor (or by any of Exhibitor's employees, agents or invitees), to discontinue any and all services to Exhibitor, to refuse show entry to Exhibitor, its agents and employees, and to remove Exhibitor and Exhibitor's employees and agents from the show. In addition, Owner shall have a lien upon Exhibitor's personal property located at the show. Moreover, in the event of breach of any of the terms hereof or any of the Rules & Regulations, Exhibitor shall be liable for, and indemnify Owner from and against, all claims, costs and expenses incurred by Owner, including but not limited to attorney's fees, court costs, etc. All rights granted to Owner shall be cumulative and exercisable at Owner's option.

**9. SIGNS AND ADVERTISING:** No demonstrations or solicitations shall be permitted outside of Exhibitor's assigned space, and no signs or placards may be displayed on persons or otherwise outside assigned exhibit space. Distribution by Exhibitor of any printed matter, samples or other articles shall be restricted to within the confines of Exhibitor's booth. Exhibitor shall not have or operate any display or exhibit which, in the sole discretion of Owner, is the source of objectionable noises or odors or has decorations or other aspects which are considered by Owner to be objectionable, including signs, lights and the costuming of exhibit personnel.

**10. COMPLIANCE:** 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. Without limiting the foregoing, Exhibitor assumes all responsibility for compliance with all legal requirements relevant to the possession and serving of alcoholic beverages and for serving alcohol and for the actions of those to whom alcohol is served.

**11. UNIONS AND CONTRACTORS:** Exhibitor shall abide by and comply with rules and regulations concerning local unions having agreements with Owner or with authorized contractors employed by Owner.

**12. BADGES:** Exhibitor and Exhibitor's officers, agents, employees or other representatives shall obtain badges from the registration desk and wear the badge while in the show at all Times. Badges are not transferable.

**I understand and agree to the Terms & Conditions listed above.**

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_