

# Contract

**THE 17th ANNUAL HALLOWEEN & ATTRACTIONS SHOW**  
FEATURING The Haunt Show

America's Center

St. Louis, MO

**March 8 - 11, 2012**

**17<sup>TH</sup> ANNUAL  
Halloween &  
Attractions Show**  
FEATURING THE HAUNT SHOW

**TO: TRANSWORLD EXHIBITS, INC.**  
**1850 OAK STREET**  
**NORTHFIELD, IL 60093**  
**P: (800) 323-5462**  
**F: (847) 446-3523**

**BOOTH COST:** \$1,200 per 10' x 10'  
\$1,400 per 10' x 10' AFTER September 16, 2011  
Corner Charge: \$100  
Corner Charge: \$100

**\$250 deposit per 10' x 10' booth required immediately.**  
50% deposit due by December 1, 2011. Full Payment due by January 13, 2012.

**BOOTH INCLUDES:**

- 1 10'x10' Booth
- 1 Company Booth Sign
- Back Wall Draped 8' High
- Rail Dividers Draped 3' High
- FREE Invitations
- Carpeted Aisles

All booths are 10' x 10' unless noted. Specially sized booths are calculated at a standard rate per square foot.

PLEASE NOTE: Furniture Packages available. Consult Your Exhibitor Kit.

The undersigned (upon acceptance, the "Exhibitor") desires to participate in the 17th Annual Halloween & Attractions Show, (the "Show") to be organized and produced by TransWorld Exhibits, Inc., an Illinois Corporation (the "Management") to be held at the America's Center, St. Louis, Missouri, (the "Facility") in March, 2012 subject to the terms, conditions rules and regulations governing the Show which are set forth on the reverse side hereof and which are expressly made a part of this Application and Agreement, as though repeated herein in full, preceding the signature of the undersigned.

The undersigned hereby applies for the following booth(s):  
First \_\_\_\_\_ Second \_\_\_\_\_ Third \_\_\_\_\_  
The undersigned agrees to pay the Exhibit Management Fees (the "Fees") at the price established in the Show brochure accompanying this Application and Agreement.

The undersigned encloses a check, payable to "TRANSWORLD EXHIBITS, INC." as a deposit in the amount listed above in gray box. The undersigned agrees that the balance of the Fees shall be due and paid not later than sixty days prior to the opening of the Show. Full payment is required with an application received after January 13, 2012. If payment of the Fees is being made by credit card, the undersigned agrees to comply with the terms of the attached Credit Card Authorization Agreement.

No Refunds. The undersigned understands and agrees that upon acceptance, Exhibitor has received the immediate benefit of having exhibition space reserved solely for its benefit and use, and that Management no longer has the ability to offer this space to any other Exhibitor. Therefore, the undersigned agrees that all deposits and Fees paid to Management are non-refundable.

This Application and Agreement is not binding until and unless accepted and signed on behalf of TransWorld Exhibits, Inc.; and when so accepted and signed, it shall constitute a binding contract upon the undersigned and their respective heirs, personal representatives, successors, and assigns, subject to the terms, conditions, rules, and regulations appearing on the reverse side hereof and expressly made a part hereof. Upon acceptance, the undersigned person, firm or corporation shall become an Exhibitor, as used herein. The term "Management" designates TRANSWORLD EXHIBITS, INC., or its duly authorized representative.

The parties agree that signed faxed documents shall be deemed to be of the same force and effect as an original of a manually signed copy.  
Description of products to be displayed:

\_\_\_\_\_

\_\_\_\_\_

NOTE: Please return original and duplicate copy. A copy signed by TransWorld Exhibits, Inc. will be returned for your files. The product description is intended for the purpose of space assignment only. A separate Directory Information Form will be sent to you for your listing in the Directory of Exhibitors.

Original and duplicate copies of this Application and Agreement properly signed with check accompanying same are to be mailed to: TransWorld Exhibits, Inc., 1850 Oak Street, Northfield, IL 60093.

Facsimile Transmission of Advertisements. By providing a fax number, Exhibitor hereby grants TransWorld Exhibits, Inc. permission to send to Exhibitor by fax to number(s) listed below (or any other fax number used from time to time by Exhibitor) advertisements concerning its future shows, products and services.

IN WITNESS WHEREOF, the Applicant has caused this application to be executed individually or by an officer, agent, or representative duly authorized to execute the same.

Please type or print and sign your name:

Company Name: \_\_\_\_\_

Print Your Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

# of Booths \_\_\_\_\_ x \$1,200 = \_\_\_\_\_

# Booths After Sept. 16 \_\_\_\_\_ x \$1,400 = \_\_\_\_\_

# of Corners \_\_\_\_\_ x \$ 100 = \_\_\_\_\_

Amount Enclosed \$ \_\_\_\_\_

DO NOT WRITE BELOW

Accepted for TransWorld Exhibits, Inc.

Space Assigned: \_\_\_\_\_

By: \_\_\_\_\_

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

# rules + regulations

## **Exhibitors**

Exhibitors are limited to those applicants offering products or services of specific interest to the contemplated attendees. No Exhibitor shall exhibit or permit to be exhibited any products or services other than specified by Exhibitor on the reverse side hereof. Management has relied upon Exhibitor's description of said products and services and reserves the right to determine the eligibility of any Exhibitor for participation, based upon the products and services offered at the Show. In the event the products and services are other than described as aforesaid, or in the event any Exhibitor violates any Show, Facility or Rosemont, Illinois law, rule or regulation, Management, in its sole discretion, reserves the right to remove any Exhibitor from the Show, and may retain any Fees paid, as liquidated damages, and not as a penalty.

## **Subletting of Space**

Exhibitor shall not assign, sublet, nor apportion the whole or any part of the space allotted (the "Space"), nor exhibit therein any goods or services other than those manufactured, distributed or offered by the Exhibitor in the regular course of its business, nor permit any representative of any firm to solicit business or take orders in the Exhibitor's space. Exhibitor shall cause to be listed in the official directory of the Show all lines of merchandise or services to be exhibited in the Space. In the event that Exhibitor desires to exhibit products or services other than those manufactured, or distributed or offered by the Exhibitor as described on the reverse side hereof, Management may, in its sole discretion, accept a fee of \$100 for each company in excess of one whose products are exhibited in Exhibitor's Space, but such an acceptance shall not constitute a sublease, assignment, nor an apportionment.

## **Admission**

Exhibits shall be open to all attendees. Admission will be limited to attendees with specific interest in the subject matter of the Show. Management reserves the right to refuse admission to persons under 18 years old, and shall require proof of age. Exhibitors and attendees are prohibited from taking pictures of other exhibitors' displays and booths without the written permission of the exhibitor.

## **Exhibits**

All Exhibits shall be designed, constructed and operated in a manner free from defects in design and workmanship, free from any nuisance or safety hazard, and otherwise shall comply with all applicable laws rules and regulations. No Exhibitor's display shall be permitted to interfere or limit visibility with any other exhibitor's display, including, without limitation: booths/dividers or displays of a height in excess of 42" shall not extend further than 5' from the back wall of the Space; booth walls shall not exceed 8' in height; peninsula displays shall not include a back wall that blocks the visibility of any adjacent display; provided however, Management may, in its sole discretion, approve exceptions to the foregoing. No Exhibit may extend beyond the Space, including but not limited to protrusions of displays beyond the Space. No Exhibitor shall use any flammable materials in their display and all exposed surfaces must be finished or draped using flame proof material. All promotional activities shall be confined to the Exhibitor's booth area. Display of products, distribution of literature or promotional material in the aisles, meeting rooms, registration lobby, parking lots, or any area other than Exhibitor's Space is strictly prohibited. Any devices which produce sound must be operated so as not to disturb other exhibitors, as determined in the sole discretion of Management, and Exhibitor shall defend and indemnify Management as to any unpermitted use of any sound recording. Exhibitor shall be responsible for the timely reporting and payment of any public performance or other applicable royalties with respect to any sound recordings or other copyrighted material used in connection with its Exhibit. Exhibitors shall at all times keep their Space free of accumulated rubbish.

## **Labor**

Exhibitor shall employ union labor where required. All electrical work, decorating work, and carpentry work shall be performed by the official contractors approved by Management.

## **Fees**

If an Exhibitor fails to make any payment due hereunder when due and in the form specified by Management, such Exhibitor's right to exhibit shall be terminated without further notice, without right to refund, and such Exhibitor shall remain responsible for any unpaid balance of the Fees.

## **Rules and Regulations**

Exhibitors shall abide by and observe all laws, rules and regulations of the City of St. Louis, state of Missouri, United States of America and the Facility. Exhibitor shall observe and abide by additional regulations as published with the "Exhibitors' Kit" to be delivered to the Exhibitor prior to set-up of the Show, and such additional regulations promulgated from time to time.

## **Relocation and Floor Plans**

Management retains the exclusive right to revise the Show floor plan and/or move Exhibitor as necessary. Management reserves the right to move or remove Exhibitor or Exhibitor's display for the good and welfare of the Show. Management shall be entitled to close an exhibit at any time for failure by any Exhibitor or any of their officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to a refund of any part of any fee.

## **Liability**

Neither Management nor the Facility nor Management's General Contractor for the Show, or such other contractor as Management may designate (the "General Contractor"), nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for any claim, damage, loss, harm or injury to the person or any property of the Exhibitor, or any of its officers, agents, employees or other representatives, resulting from Exhibitor's use of the Facility or from theft, fire, water, accident or any other cause, including, but not limited to, claims arising out of any negligent or intentional act or omission of Exhibitor or any of its officers or agents (including any EAC, as defined below) that causes or results in (1) damage to, or destruction of, property of any party, and/or (2) death or injury to persons, and neither the Management nor the Facility, nor the General Contractor, shall be obligated to obtain insurance against any such claim, damage, loss, harm, or injury. It is understood and agreed that all property of Exhibitor shall remain in the Exhibitor's custody and control in transit to or from, or within, the Facility. It is understood between the Exhibitor and Management that Management provides an opportunity for Exhibitor to display his product or service to persons attending the Show. Exhibitor understands and agrees that Management cannot guarantee either attendance, sales by Exhibitors or climatic and other conditions outside or inside the Facility.

## **EAC Approval**

Exhibitor shall not utilize the services of an Exhibitor Appointed Contractor (EAC) unless it has obtained the written consent from Management at least thirty (30) days prior to the Show, which consent may be granted or withheld at the sole discretion of Management. As a condition to such consent, Exhibitor and EAC may be required to execute Management's Exhibitor Appointed Contractor Agreement. Indemnity Exhibitor hereby agrees to indemnify, defend and protect the Management, the Facility, and General Contractor, and hold and save those parties against and from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind or nature which might result from or arise out of Exhibitor's use of the Facility or any action or failure to act of the Exhibitor or any of its officers, agents (including any EAC), employees, or other representatives, including but not limited to (1) any claims of damage or loss to property, or from or out of any damage, loss, harm or injury to the person of the Exhibitor or any of its officers, agents, employees or other representatives; (2) any claims or liability by or to third parties arising out of conduct or omissions which are in breach of Exhibitor's obligations under this agreement; or (3) any claims arising out of any negligent or intentional act or omission of Exhibitor or any of its officers or agents (including any EAC) that causes or results in damage to, or destruction of, property of any party, and/or death or injury to persons.

## **Termination of Exhibition**

In the event that because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause, the Show or any part thereof is prevented from being held, or is canceled by the Management, the Management, in its discretion, may determine and refund to the applicant his proportionate share of the balance of the aggregate Fees received which remains after deducting expenses incurred by the Management and reasonable compensation to the Management, but in no case shall the amount of refund to the applicant exceed the amount of the Fee paid. In no other event shall Exhibitor be entitled to a refund of any part of the Fee should it be unable to exhibit at the Show. Exhibitor shall not be entitled to a refund of any part of the Fee in the event of a temporary interruption of the Show for any reason.