

nuYou Summer Expo Vendor Application



SET UP: June 13th, 9am - 11:45am
TEAR DOWN: AFTER 6PM, June 13th

Event Location: Ruth Eckerd Hall
 Margarete Heye Great Room
 1111 McMullen Booth Rd. Clearwater, FL

1. COMPANY INFORMATION:

Company Name _____
 Address _____
 City _____ State _____ Zip _____
 Phone (____) _____ Fax(____) _____
 Email Address _____

All correspondence regarding exhibit should be addressed to the attention of:

2. ADVERTISING:

SLIDE SHOW ADVERTISEMENT - design included

Per Rotation insertion \$ 100.00 ea. _____

PROGRAM RATES: (price includes all layout & design)

Small Coupon (1.5 in. x 1.6 in.) \$ 50.00 _____

Large Coupon (1.5 in. x 3.5 in.) \$100.00 _____

3. BOOTH RATES:

10 X 10 table = \$ 695.00 _____

Additional 10x10 = \$ 200.00 _____

Trade Offered

SPONSORSHIP TYPE

AMOUNT

If your sponsorship is in the form of a seminar, please note that seminars are a maximum of 30 minutes. For scheduling purposes you must start at the agreed time - there will be no exceptions.

TOTAL CONTRACT AMOUNT

\$ _____

50% Down Payment Required with application/contract AMT PD \$ _____

Balance due no later than 10 Days before the show AMT DUE \$ _____

5. PAYMENT & TERMS:

A non-refundable and non-transferable payment of 50% of this exhibit fee is required upon Exhibitor's return of this document to nuYou Magazine to reserve exhibit space. The full balance is due 10 days before the show. If not paid by this date, nuYou Magazine has the right to resell floor space. The person signing this document expressly represents and warrants nuYou Magazine that he/she is authorized by Exhibitor to bind it to the rules and terms governing the nuYou Summer Expo hereof. Any space sold within 30 days prior to the show must be paid at time of contract signing and in cash. No checks will be accepted within 30 days prior to event.

6. SIGN BELOW

We have read the show rules & regulations on the reverse side of this contract. We understand that this contract shall be legally binding between nuYou Magazine and the exhibitor. We also understand that any changes in the information in the contract must be made in writing. ALL BALANCES DUE IN FULL 30 DAYS BEFORE EVENT.

CC# _____ EXP: _____

Accepted Credit Cards are, Visa, Master Card or American Express

NAME (please print) _____ TITLE _____

SIGNATURE _____ DATE _____

EVENT REP. _____ DATE _____

To ensure your placement away from any other similar vendors or exhibitors, please list the products you will have display or for sale.

Booths must be set up on Sunday, June 13th between the hours of 9am - 11:45am. Booth space may be torn down at the conclusion of The nuYou Summer Expo after 6pm.

**All Checks payable to:
 P.A.C. Publishing, Inc.**

Mail to: nuYou Magazine
 850 Dunbar Ave.
 Oldsmar, FL 34677
 Phone 813-814-1505

OFFICE USE ONLY:

Booth Assigned: _____

Size: _____

Total Contract Amt.: _____

Payment Received & Ck #: _____

Balance Due: _____

Accepted By: _____

Other: _____

Rules Governing Exposition

1. Management - The word "Management" as used herein shall mean nuYou Magazine specified as Management in the contract, or its officers or committees or agents or employees or sponsors acting for it in the management of the Exposition.

2. Eligible Exhibits - Management has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

3. Contractor Services and Information – Management has, in the best interest of the exhibitors, selected certain firms to serve as official contractors to provide various services to exhibitors. It is further agreed that the exhibitor will abide by and comply with rules and regulations concerning local unions having agreements with the exposition facility or with authorized contractors employed by Show Management. Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning, etc., will be included in the Show Information Letter.

4. Booth Construction and Arrangement - Exhibits shall be so arranged so as not to obstruct the general view, nor hide the exhibits of others. Plans for specially built displays not in accordance with regulations are to be submitted to Management for approval in writing before construction is ordered. Complete information regarding booth height regulations will be included in the Show Information Letter.

5. Decoration - Management shall have full discretion and authority in the placing, arrangement and appearance of all items displayed by the Exhibitor, and may require the replacing, rearrangement or redecorating of any item or any booth and no liability shall attach to Management for costs that may devolve upon Exhibitor. Thereby, Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished 3 hours prior to the opening of the Exposition, Management shall authorize the official decorator to effect the necessary finishing and Exhibitor must pay all the charges involved thereby.

6. Installation & Display Removal - It is explicitly agreed by the exhibitor that in the event the exhibitor fails to install his products in his exhibit space, or fails to pay the space rental at the time specified, Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. No exhibitor shall have the right prior to closing of the exposition to pack or remove articles on exhibit without permission from and approval in writing from Management.

7. Use of Exhibit Space - Exhibitors agree not to assign or sublet any space allotted to them without written consent of Management or to display or advertise goods other than those manufactured or carried by them in the regular course of business. 8. Restrictions - Management reserves the right to restrict or remove exhibits which are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and also to prohibit or evict any exhibit which, in the opinion of Management may detract from the general character of the Exposition. This reservation includes persons, things, conduct, printed matter or anything Management judges to be objectionable. Neon and other gas based signs are prohibited. Flashing signs must be approved in advance, in writing, by Management. Exhibitor agrees to change the wording on any sign deemed by Management not to be in the best interest of the Exposition. Sound amplifying devices may be operated only at levels not objectionable to adjoining exhibitors. Noisy or obstructive exhibit or activities producing objectionable noise or odors are prohibited. In the event of such restriction or eviction, Management is not liable for any refund of any amount here under. Demonstrations must be so located that crowds collected will be within the exhibitor's space

and not blocking aisles or neighboring exhibits. The exhibitor agrees to grant Management the right to use photographs taken at the Exposition in future promotion of the exhibit.

8. Restrictions - Management reserves the right to restrict or remove exhibits which are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and also to prohibit or evict any exhibit which, in the opinion of Management may detract from the general character of the Exposition. This reservation includes persons, things, conduct, printed matter or anything Management judges to be objectionable. Neon and other gas based signs are prohibited. Flashing signs must be approved in advance, in writing, by Management. Exhibitor agrees to change the wording on any sign deemed by Management not to be in the best interest of the Exposition. Sound amplifying devices may be operated only at levels not objectionable to adjoining exhibitors. Noisy or obstructive exhibit or activities producing objectionable noise or odors are prohibited. In the event of such restriction or eviction, Management is not liable for any refund of any amount here under.

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9. Attendance - Management shall have sole control over admission policies at all times.

10. Exhibitor Activities - Exhibitor agrees not to schedule or conduct any pre, during or post outside activity including, but not limited to, receptions, seminars, symposiums and hospitality suites that are in conflict with the official program of the Conference and Exposition, whether such activities are held at or away from the Hotel and/or Exposition Facility, except with written approval of Management. Distribution of advertising material and exhibitor publications of any sort shall be restricted to the exhibitor's booth.

11. Responsibility - If the exhibitor fails to comply in any respect with the terms of this agreement, Management shall have the right, without notice to the exhibitor, to offer said space to another exhibitor, or to use said space in any other manner, but this shall not be construed as affecting the responsibility of the exhibitor to the full amount specified by the contract.

12. 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 exhibit is held. Federal, City and State laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with Fire Department and underwriter's rules. Under no circumstances may the weight of any equipment or exhibit material exceed that hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of his exhibit material in conformity with the maximum floor load specifications.

13. Liability - Management, and/or Exposition Facility, its agents or employees shall not be responsible for any loss, theft or damage to the property of the exhibitor, his employees or representatives. Further, Management and/or Exposition Facility will not be liable for damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of the use of occupancy of the exhibit space by the exhibitors or his assigns, including acts of attendees, and the exhibitor shall indemnify and hold harmless Management, and/or Exposition Facility from all liability which might ensue from any cause whatsoever,

including attorney's fees. If the exhibitor's material fails to arrive, the exhibitor is nevertheless responsible for all amounts due hereunder. Exhibitors are advised to carry special insurance to cover exhibit material against damage and loss and public liability insurance against injury to the persons and property of others. Exhibitor is liable for any damage caused to building floors, walls or columns or to other Exhibitor's property. Exhibitor shall not commence any action arising from this agreement, or any breach thereof, or in any manner relating to the Exposition except in a competent court in the County of Pinellas, State of Florida.

14. Cancellation or Termination of Exposition - In the event the premises or part thereof where the exposition is to be held shall, in the sole determination of Management, become unfit or unavailable for occupancy, or shall be substantially interfered with, by reason of picketing, strike, embargo, injunction, act of war, act of God, fire or state of emergency declared by any government agency or by reason of any municipal, state or federal law or regulation or by reason of any other occurrence beyond the control of Management, Management may cancel or terminate the exposition. In the event of such cancellation or termination, the exhibitor waives any and all claims the exhibitor may have against Management for damages and expenses and agrees to accept in complete settlement and discharge of all claims against Management, the exhibitor's pro-rata status of the total amount paid by all exhibitors less all costs and expenses incurred by Management in connection with the exposition including a reserve for future claims and expenses in connection herewith. In case Management shall for any reason other than stated in the previous paragraph determine to cancel or terminate the exposition, the exhibitor waives all claims the exhibitor might have against Management for damages or expenses and agrees to accept in complete satisfaction and discharge of all claims against Management a refund of all amounts paid by the exhibitor to Management in accordance with this agreement.

15. Security - Show Management will provide perimeter guard service during the hours the exhibit area is open and closed; however, the exhibitor is solely and fully responsible for their own exhibit material and booth contents, and should insure their exhibit against loss or damage from any cause whatsoever. All property of an Exhibitor is understood to remain in their care, custody and control in transit to or from within the confines of the exhibit hall. Exhibitors should insure their property at their own cost and expense.

16. Exhibitor Cancellation or Nonpayment - Exhibitor agrees that a reservation accepted by Management without a deposit pending invoicing to the Exhibitor shall be deemed as valid and binding as though the deposit was made. All payments made and due to Management under this application shall be deemed fully earned and non-refundable. Exhibitor acknowledges the difficulty in determining a precise value for services rendered and calculation of expenses incurred by Management for the Exhibition. Exhibitor further acknowledges the lost or deferred opportunity to provide space to others and the attendant expenses incurred will cause Management to sustain damages. The amounts due from Exhibitor are determined by proximity to Exhibition date, represent an agreed measure of compensation, and are not to be deemed or construed as forfeiture or penalty. The amount is considered to be liquidated reasonable estimate of damages for the injuries to Management and not a penalty.

17. Amendment to Rules - Management reserves the right to interpret, amend and enforce these regulations as it deems proper to assure the success of the exposition.

No exhibitor may break down their booth until after 6pm. Loading will be allowed only after 6pm