

# APPLICATION AND CONTRACT FOR SPACE



**Florida's Largest Golf Show  
Tampa Convention Center  
March 20 - 22, 2009**

801 W Bloomingdale Ave, Brandon, FL 33568  
(813) 689-7200 \* FAX (813) 689-7227  
Turner Williams Media Group

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Please reserve Booth(s) \_\_\_\_\_ for our use at Florida's Largest Golf Show. Booth Cost \$ \_\_\_\_\_. We will display the following products or services \_\_\_\_\_.  
SPACE COST \_\_\_\_\_ DEPOSIT \_\_\_\_\_ BALANCE \_\_\_\_\_

We understand that we are required to install flooring in our booth and that we are solely responsible for the cost of any furnishings such as carpet, tables, chairs, electricity, or telephone services that we require. A decorating contractor will be on site for rental of these items or we may supply our own. There will be absolutely NO exceptions. We agree to abide by all rules and regulations on the reverse side, and no agreement other than those contained herein shall be binding upon the parties unless in writing, signed by an official of Turner Williams Media Group.

Please list the firm name as it should appear on the ID sign and in the show directory:

\_\_\_\_\_

This agreement cannot be cancelled and is binding only upon receipt of written confirmation by Turner Williams Media Group. Payment schedule is as follows: Fifty (50%) percent deposit is required to reserve booth space for contracts received prior to January 20, 2009. Full payment only will be accepted for contracts received later than January 20, 2009. Final balance is due February 20, 2009.

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Date \_\_\_\_\_ Authorized Signature \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Account Executive \_\_\_\_\_ Email/Website: \_\_\_\_\_

METHOD OF PAYMENT: \_\_\_\_\_ Enclosed is my Check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

\_\_\_\_\_ Charge to my (circle one) VISA M/C AMEX Discover

Credit Card # \_\_\_\_\_ Credit Card Expiration \_\_\_\_\_ CVV \_\_\_\_\_

Card Holder Name \_\_\_\_\_ Cardholder Signature \_\_\_\_\_

## **Terms of Contract – Rules and Regulations – Exhibitor’s Information**

**DEFAULT** If the Exhibitor fails to make any of the payments on the due date thereof, or if the Exhibitor fails to comply in any respect with the terms and conditions of this agreement, Management shall have the right to terminate the contract and retain as liquidated damages for said breach any and all payments made by the Exhibitor on account hereof prior to said default and, further, Management shall have the right to re-sell said space without any liability to the Exhibitor for any monies received from said re-sale. The actual occupancy of said space by an exhibit is of the essence hereof and upon default by the Exhibitor in the failure to so occupy said space. Management is expressly authorized to occupy or cause said space to be occupied in such manner as it may deem best for the interest of said Exposition without any rebate, or allowance whatsoever therefore to said Exhibitor, and said Exhibitor expressly agrees to pay Management the full sum as herein provided. Further, Management shall have the right, in the event of any default on the part of the Exhibitor, to discontinue any services to the Exhibitor, and refuse entry to the Exhibitor, its agents, servants and/or employees. In addition thereto, Management shall have a lien upon the Exhibitor’s personal property on the Exposition’s premises. In the event of a default, the Exhibitor shall be liable for all expenses incurred by Management, including but not limited to attorney’s fees (with or without suit) in both lower and appellate court, costs, prejudgment, interest. All rights granted to Management hereunder shall be cumulative and exercisable at Management’s option.

Use of a credit card issued by an authorized bank for payment of deposit or any amounts shall authorize Management to pursue payment of all balances due by the due date established within the contract. Invoices shall be issued 30 days prior to such due date in order to allow alternative forms of payment. Contracts for which final balances are not paid within five (5) days of the due date established may be terminated by Management and Exhibitor shall forfeit all monies paid. The Exhibitor agrees that, in the event of a dispute with any service or subcontractor, that the Exhibitor will not withhold payment to Management.

**BUILDING RULES AND CITY ORDINANCES.** Exhibitors must (1) comply with all rules and regulations prescribed by the management or owner of the exhibition building and by Turner Williams Media Group; (2) meet all requirements of municipal, state, and federal authorities, including without limitation the police and fire departments, and (3) obtain at Exhibitor’s own expense any necessary permits, licenses, or equipment required by Exhibitor’s display, including without limitation any copyright or trademark licenses required by the use of music or other copyrighted or registered material. Exhibitor agrees to indemnify and hold Turner Williams Media Group harmless from any claims made against Turner Williams Media Group by reason of Exhibitor’s failure to comply with this Section.

**SUBLETTING** Subletting or donation of space, partially or in its entirety, is not permissible without the written consent of Management, which consent may be withheld without reasons.

**OPENING AND CLOSING SCHEDULE** Exhibits must be completely installed no later than six (6) hours prior to the show’s opening. The Exhibitor agrees not to dismantle his display or do any packing before the closing hour of the show. All exhibits must be removed from hall before 3:00 PM the day following the closing of the show. In the event any Exhibitor fails to remove his exhibit in the allotted time, Management reserves the right to ship the exhibit through a carrier of its own choosing or to place same in a storage warehouse, subject to the Exhibitor’s disposition, at the Exhibitor’s expense.

**DECORATION OF BOOTHS** Decorations are limited to a height of eight (8) feet from the floor at the rear of the booth and three (3) feet from the floor at the sides. Exhibitor’s decorations may not obstruct other displays nor project into aisles. All decorations must have been flame-proofed and pass inspection by all designated authorities of the City or its underwriters or insurance companies. Floor covering is required in all exhibit space. Helium balloons are not permitted on premises.

**USE OF SPACE** All sales, taking of orders for future delivery, conferences, lectures, displays and distribution of literature will be limited exclusively to Exhibitors and must be conducted in a dignified manner within the confines of the leased space. Any display or sale of products or items different than those set forth on the front of this contract shall be deemed a default thus giving to Management all rights and remedies provided for in the default provision set forth above.

**CARE OF SPACE** Exhibitors shall care for and keep in good order space occupied by them and surrender such space at the close of the Show in the same condition as it was when taken over. If the space occupied shall be damaged by the participant, his employees, patrons or guests, he shall pay such claims as are necessary to restore the space to its original condition.

**WATCHMEN** Management will provide Watchmen on the premises, but Exhibitor specifically waives any claim for damages, resulting from any loss due to Watchmen’s omission, negligence, breach of duty or any other act, intentional or unintentional, and releases Management from any liability of any nature whatsoever. The Exhibitor must have an attendant in charge of his exhibit each day during the hours the Exposition is open.

**DESTRUCTION OF PROPERTY** Management reserves the right to restrict or refuse or expel at any time exhibits which in its judgment may detract from the general character of the Exposition. This reservation includes persons, things, conduct, printed matter, or anything of a character which might be objectionable or detrimental to the Exposition as a whole, the opinion of Management being final in this matter. Exhibitor waives any claim for damages of any nature whatsoever as a result of the exercise of Management’s rights provided for in this provision.

**LIABILITY** Management will not be liable for any loss or damage to the property of the Exhibitor, or its employees, due to acts of God, fire, robbery, accidents, or any cause whatsoever that may arise from use and occupancy of leased space or building. The Exhibitor agrees to indemnify and hold harmless Management and its employees against any and all claims of any person whomsoever arising from acts of God or acts or omissions of Exhibitors, its employees and/or guests.

**TERMINATION OF CONTRACT** This contract and/or Exhibitor’s use of the space may be terminated by Management at any time an Exhibitor has been charged with a violation of any ordinance or law or if the Exhibitor has been charged with unfair or deceptive trade practices. On Exhibitor’s breach of this contract or its rules and regulations, all his rights hereunder shall cease and terminate and any payments made by him on account hereof prior to said termination shall be retained by Management as liquidated damages to such breach, and Management may thereupon resell said space. This agreement shall be subject to and subordinate to the Lease between the City and Management for the facility for the period of this show. Exhibitor agrees to be bound by said terms and conditions.

**INSURANCE** Exhibitors may insure themselves against fire, theft, public liability, etc and shall do so at their own expense. Management will carry public liability insurance for injury to Exposition visitors, Exhibitors and their agents and employees that may occur in the aisles and corridors of the facility. Exhibitor’s employees are not covered when on the space rented by the Exhibitor. Exhibitor shall be responsible to provide workers compensation insurance to cover all of its employees, agents or servants who perform services during the Exposition.

**SHIPPING DIRECTIONS** Name of shipper and space number must be plainly marked on tag. All freight and express charges must be prepaid. Management does not charge Exhibitor for storage services accordingly and will not assume any responsibility for loss or damage to goods and property whatsoever assigned to its care. Exhibitor hereby waives any claim or any nature whatsoever for loss or damage of any nature to its goods. Exhibitor will be informed of the names of contractors who can serve him, and of the general rules for shipments and receiving of same. Exhibitor assumes all costs and responsibility for drayage.

**RE-LOCATION OF EXHIBITS** Management reserves the right to alter locations of Exhibitors or of booths as shown on the official floor plan, if deemed advisable, in the best interest of the Exposition generally.

**AMENDMENTS** Management shall have full power and sole right to interpret or amend all of the foregoing rules, regulations and terms of contract as herein above set forth. The term “Management” as used herein shall mean the Turner Williams Media Group, and the term “Exhibitor” shall refer to the party contracting hereunder for said Exhibit space.