



# 2010 SACRED CRAFT SURFBOARD EXPO BOOTH SPACE CONTRACT

**SAN DIEGO CONVENTION CENTER • SAN DIEGO, CA**

**SACRED CRAFT SURFBOARD EXPO TO BE HELD AUGUST 14-15, 2010, CO-LOCATED WITH ASR**

**Each 10 x 10 space will be \$600**

**Questions?**  
**Scott Bass • 760-445-9770**  
**scott@surfboardshow.com • www.sacredcraftexpo.com**

**TO RESERVE YOUR EXHIBIT SPACE, PLEASE COMPLETE THIS CONTRACT AND FAX TO: 949.226.5678**

**WE'RE IN! Reserve \_\_\_\_\_ spaces at \$600 per space**

**Prime space locations to be assigned on a first come, first served basis. Full payment due upon receipt of contract.**

**Please specify your product (check all that apply):**

\_\_\_\_ Surfboards \_\_\_\_ Fins \_\_\_\_ Wax \_\_\_\_ Wetsuits \_\_\_\_ Boardbags/Leashes/Accessories  
 \_\_\_\_ Media \_\_\_\_ Racks \_\_\_\_ SUP \_\_\_\_ Other

Company Legal Business name: \_\_\_\_\_ Contact name: \_\_\_\_\_

Brand name: \_\_\_\_\_  
(If you have more than one (1) brand name, please add below.)

Brand #2: \_\_\_\_\_ Brand #3: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Company address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company websites: \_\_\_\_\_

Please bill my credit card as follows:  MC  Visa  Amex \$ \_\_\_\_\_ Amount Authorized

Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

Name (as it appears on credit card) \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**IF PAYING BY CHECK:**  
 Make checks payable to  
 "Sacred Craft."

**MAIL CHECKS TO:**  
 Sacred Craft  
 JPMorgan Chase  
 P.O.Box 88940  
 Chicago, IL 60695-1940

**OVERNIGHT CHECKS TO:**  
 Sacred Craft  
 JPMorgan Chase  
 Attn: Sacred Craft, Lockbox #88940  
 131 S. Dearborn, 6th Floor  
 Chicago, IL 60603

We agree to abide by the attached Terms and Conditions detailed on page 2 of this contract and understand exhibit space is non-cancellable.

**Signature Required >** Agreed to by \_\_\_\_\_ Date \_\_\_\_\_  
signature of official company representative

**YOU MUST FAX THIS SIGNED CONTRACT TO: SCOTT BASS FAX: 949-226-5678 OR EMAIL: SCOTT@SURFBOARDSHOW.COM**

DO NOT COMPLETE BELOW THIS LINE—FOR EXPO MANAGEMENT USE ONLY

	ACCOUNTING	DATE RECEIVED
Application accepted by _____ Date _____		

# 2010 Sacred Craft Surfboard Expo Booth Space Contract Terms and Conditions

**1. Defined Terms:** "Event" collectively means, the event or events, referred to above or on the previous or facing page presented by Nielsen Business Media, Inc. ("Nielsen"). "Facility" means the venue where the Event is held. "Organizer" means, collectively, Nielsen, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless in Nielsen's opinion, the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied to exhibit at the Facility or online and agreed to enter into this contract upon acceptance by Nielsen in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, guests and invitees, as applicable.

**2. Contract Acceptance:** This contract becomes binding and effective only when it has been signed by Exhibitor and counter-signed by a duly authorized representative of Nielsen. Nielsen may refuse acceptance of any contract for any or no reason. Notwithstanding anything herein to the contrary, Nielsen may cancel this contract at any time without liability.

**3. Assumption of Risks; Releases:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by Organizer, Facility, other exhibitors, negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this contract or not. All fees paid to Organizer are non-refundable except as specifically set forth herein.

**4. Indemnification:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to Nielsen) and hold Organizer and Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at the Event including the sale and purchase of all merchandise sold by Exhibitor; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm to or injury (including death) to Exhibitor and employees, guests, attendees and invitees of Nielsen, Facility and other exhibitors; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**5. Limitation of Liability:** Under no circumstances shall Organizer or Facility be liable for any lost profits or any damages including incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not advised of the possibility thereof. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to Nielsen by Exhibitor for exhibit space at the Event. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend or the success of the Event or regarding any other matter. Nielsen or Facility may employ guards to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer nor Facility, shall assume any responsibility for Exhibitor's, or anyone else's, personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft and shall not make any claims against Organizer or Facility.

**6. Qualifications of Exhibitor:** Nielsen, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services related to the nature of the Event. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Nielsen reserves the right to restrict or remove any exhibit that Nielsen, in its sole discretion, believes is objectionable or inappropriate.

**7. Assignment of Space:** Exhibit space shall be assigned by Nielsen in its sole discretion for the Event. That assignment does not imply that similar space will be assigned for future Events. Nielsen reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

**8. Booth Placements:** Nielsen will attempt to honor all booth placements based on the previous Event if application and payment are made as required by Nielsen. However, Nielsen reserves the right to make alternative booth placement at any time. Offers made as to location of space are not a guarantee. Nielsen shall be the final authority in assigning space. Nielsen reserves the right to determine the eligibility of any company or product for inclusion in the Event. No exhibitor shall exhibit or permit to be exhibited in the space allocated to any merchandise other than that specified in its application. Nielsen further reserves the right to add, alter or delete from the Event's floor plan at any time in its sole discretion.

**9. Cancellation by Exhibitor:** If Exhibitor desires to cancel this contract it may request to do so only by giving notice thereof in writing to Nielsen, with evidence of receipt. In that case, Exhibitor will continue to be liable for all fees governed by this contract and the dates payments are due, which apply regardless of the date on which this contract is executed. This amount is considered to be the liquidated and agreed upon damages that Nielsen will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is not a penalty. The withdrawal of reserved booth space from availability at a time when others would be interested in applying for it will cause Organizer to sustain substantial damages that may not be determined with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid pre-estimate of these damages. The date of cancellation shall be the date Nielsen receives the notice. Nielsen reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract subject to payment of liquidated damages and an offer to purchase new booth space and pay the full fee required for the new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

**10. Cancellation by Nielsen:** If Exhibitor fails to make any payment required by this contract in a timely manner, Nielsen may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. Notwithstanding anything herein to the contrary, Exhibitor shall in all cases remain liable for the full amount of the fees covered by this contract and Nielsen has the right to charge Exhibitor a late fee of up to 1.5% per month on all outstanding amounts owed by Exhibitor. Nielsen reserves the right to refuse Exhibitor permission to move-in and set-up an exhibit if Exhibitor is in arrears of any payment due to Organizer. Nielsen is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. Nielsen may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on Nielsen's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with that breach. If Nielsen removes or restricts an exhibit that Nielsen considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

**11. Cancellation of the Event:** If Nielsen cancels the Event due to circumstances beyond its reasonable control (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of Facility), Nielsen shall refund to Exhibitor its rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer and Facility to Exhibitor. Nielsen reserves the right to cancel, rename or relocate the Event or change the Event dates. If Nielsen changes the name of the Event, relocates the Event to another facility within the same city, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but Nielsen shall assign to Exhibitor, in lieu of the original space, other space as Nielsen deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If Nielsen elects to cancel the Event other than for a reason previously described in this paragraph, Nielsen shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer and Facility to Exhibitor.

**12. Exhibit Space Occupancy:** Nielsen shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space 24 hours prior to Event opening or leaves its space unattended at any time during the Event, Nielsen shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor even if Nielsen resells the space. All exhibits must be open for business at all times during the Event. If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, it must notify the appropriate Nielsen contact immediately.

**13. Event Set-Up, Removal and Hours:** Information on Event set-up, installation, removal and hours will be provided to you separately. Please make note of the following: (a) Only Exhibitor will be permitted in its booth 2 hours prior to published "Event Open Times." (b) Exhibitor must leave its booth no later than 60 minutes after official closing time. (c) No staff of the Facility has any authority in regard to exhibits, or in exhibit area other than authorized security personnel. (d) No one under 16 years of age admitted on the show floor during move-in/out days of the Event. (e) Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by Nielsen. NO BREAKDOWN or DISMANTLING OF EXHIBITS will be permitted before the Event officially closes down. If Exhibitor infringes this rule, it will be assessed a fee of \$500 and may be banned from future Events.

**14. Listings and Promotional Materials:** Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event and to use those names in Organizer promotional materials. Organizer shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

**15. Care of Facility:** Exhibitor shall promptly pay for any and all damages to Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

**16. Taxes and Licenses:** Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Facility without the express permission of Nielsen.

**17. Insurance:** Exhibitor shall, at its own expense, secure and maintain throughout the term of this contract, including move-in and move-out days, the following insurance: (a) Workers' compensation insurance; (b) Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and (c) Automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable). The insurance policies shall (a) name as additional insureds Nielsen, Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives and (b) be primary to any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Nielsen, shall be furnished to Nielsen. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Nielsen.

**18. Intellectual Property:** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Nielsen may refuse to permit Exhibitor to exhibit or display any items that Nielsen reasonably believes infringe the rights of other parties. If Exhibitor refuses to remove any of those items from display, in addition to any other remedies available, Nielsen may terminate this contract immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

**19. Observance of Laws:** Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

**20. Additional Terms and Conditions:** Nielsen has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, Nielsen in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of Nielsen.

**21. Assignment; Communications:** Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet, share or license all or any portion of its exhibit space. By entering into this contract, Exhibitor and its affiliates explicitly consent to receive fax, telephone and other communications from Organizer and associated businesses under 47 U.S.C. § 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of Nielsen.

**22. Exhibitor Service Manual:** Prior to the Event, Nielsen may provide access to an Exhibitor Service Manual to the "Primary Contract" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

**23. Incorporation of Rules and Regulations:** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Nielsen in its sole discretion. Nielsen may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, with or without notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Nielsen as soon as these additional rules or regulations are communicated to Exhibitor.

**24. Governing Law:** This contract is governed by the laws of the State of New York as applied to contracts entered into and to be entirely performed within New York by its residents. Exhibitor hereby submits to the exclusive jurisdiction of the federal and state courts located in New York County, NY, which shall constitute the exclusive forum for the resolution of any and all disputes involving the parties or arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction.

**25. Outside Exhibit/Hospitality Suites:** Exhibitor is prohibited, without express advance written approval from Nielsen, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through Nielsen. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, Nielsen reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

**26. Contractor Services:** Nielsen has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors ("EAC") within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.

**27. Character of Displays; Use of Aisles and Common Areas:** Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Nielsen and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Nielsen. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area or Facility. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited.

**28. Sound Devices:** The use of devices for mechanical reproduction of sound or music may or may not be permitted in Nielsen's sole discretion. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones. Rules regarding sound devices are outlined in the Exhibitor Service Manual.

**29. Fire and Safety Laws and Rules:** All federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Manual. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Displays must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until all fire hazards are corrected or removed. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. Exhibitor may be prohibited from exhibiting for infringing these rules.

**30. Freight Shipment:** Separate information will be mailed to Exhibitor regarding freight shipments to and from the Exhibit Facility. Exhibitor should use the shipping labels provided by Nielsen for the Event to ensure proper shipment and identification. Shipments made in advance to the authorized Event contractor, as per instructions, will be delivered to your booth. At close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. EXHIBITOR MUST WAIT IN PERSON FOR PICK-UP. If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pick-up does not occur within reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

**31. Solicitations:** The following sales are strictly prohibited during the Event: (a) any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held; (b) any sale where display merchandise changes hands during the Event; and (c) any direct sale from Exhibitor to consumer. The Event is strictly TO THE TRADE ONLY.

**32. Rights of Offset; Enforcement:** Nielsen reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Organizer. This applies to ad insertions, sponsorships, booth space or any other product or services offered by Organizer.

**33. Entire Agreement:** This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by Nielsen from time-to-time) represents the entire agreement between Nielsen and Exhibitor relating to the Event and supercedes any prior written or oral understandings, agreements or representations by or between Nielsen and Exhibitor relating to the Event.

**34. Logo Usage:** Organizer hereby grants to Exhibitor a limited non-exclusive license to use, display and reproduce the name of the Event (the "Mark") solely and directly in connection with exhibiting at the Event. Exhibitor may not use the Mark in any other way, including but not limited to, on party invitations, for special events or on marketing materials. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time for any reason or no reason.

**35. Booth Abandonment:** Exhibitors that leave excessive literature and/or display materials in their booth space or surrounding area at the end of the published move-out time will be deemed guilty of "Material Abandonment" and will be invoiced for labor to remove materials and disposal charges.