



# OFFICIAL EXHIBIT SPACE CONTRACT Water, Sports & Travel Festival 2013 | Page 1 of 2

Show Dates: April 26-28, 2013 | Location: The Greater Ft  
Lauderdale/Broward County Convention Center in Fort Lauderdale, FL

## THIS IS A LEGALLY BINDING CONTRACT

The undersigned, being the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a Contract with the Diving Equipment and Marketing Association (hereinafter called "DEMA"), a California Non-Profit Corporation (FID #95-3105902), for exhibit space at Water, Sports & Travel Festival 2013 (hereinafter, "WSTF"), taking place from April 26-28, 2013 at the Greater Ft. Lauderdale/Broward County Convention Center in Fort Lauderdale, Florida (hereinafter, "Facility"). This contract is subject only to (1) the acceptance by counter signature of WSTF's show management company, MSE Management, Inc. (hereinafter called "Show Management") and (2) to such additional terms and conditions which constitute a part of, or are included in this contract, including but not limited to the rules and regulations outlined in the WSTF Exhibitor Services Manual and other documents pertaining to the WSTF. Reservation of exhibit space by Show Management on behalf of Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon DEMA. The exhibitor further agrees that if, in the opinion of Show Management, it becomes necessary to change the original location of space, such changes may be made by notification to the authorized representative of the Exhibitor. WSTF is a consumer event and is open to consumers appropriately registered.

**1. Contact Information:** Organization Name: \_\_\_\_\_  
Exhibiting Organization Name (this name will be used in Festival promotion) \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_  
Primary Contact \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_ Website URL \_\_\_\_\_  
PR Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_  
Contact for Exhibit Manual \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_  
Contact for Invoices \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_  
Description of products/services to be exhibited \_\_\_\_\_

**2. Preferred Booth Location:** List your top 3 preferred booth numbers and check zone choice below. Show Management will make every attempt to accommodate, but cannot guarantee requested space.

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**Zone choice** ☐ Dive ☐ Board ☐ Boat ☐ Travel

**3. Exhibit Space Rental Fee:** (per square foot)

**Booth Area Conversion** – (1) 10' x 10 booth = 100 square feet or 9.3 square meters

**Booth Rental Fee Includes:**

Promotion – One organization listing in Festival Guide • Organization name and description listed on show Web site • Show-only trip package/product discounts listed on show Web site • 50 Complimentary exhibition-only attendee passes

Complimentary Decoration: pipe and drape back-wall and side railing • (1) 6', white draped table • (2) standard chairs • (1) wastebasket • (1) 7"x44" black and white organization Identification sign

	Cost per sq. ft	Amount of space	Total cost
<input type="checkbox"/> <b>DEMA Member*</b>	\$13.95	x _____	= \$ _____
<input type="checkbox"/> <b>Non-DEMA Member</b>	\$19.95	x _____	= \$ _____
<b>Total Amount Due:</b>	\$ _____		

\*Organization must be a 2013 DEMA Member in good standing and make all payments according to this Contract to receive discounted rate.

**4. Payment:** All deposit payments must be received within 14 days of Contract being received. Management will not assign booth space until the appropriate deposit has been received.

**Contracts received prior to November 9, 2012** — A 50% deposit of the Total Exhibit Space Rental Fee recorded in Section 3 is due upon signing of this Exhibit Space Contract and must be sent as outlined in this Section. Final payments are due by November 9, 2012.

**Contracts received after November 9, 2012** — FULL PAYMENT of the Total Exhibit Space Rental Fee recorded in Section 3 is due upon signing of this Exhibit Space Contract & must be sent as outlined in this Section.

☐ **Payment Option #1 – Credit Card:** To pay with credit card please submit a request to receive a copy of a Credit Card Authorization Form at [wstfest@msemgmt.com](mailto:wstfest@msemgmt.com) and one will be sent to you immediately.

☐ **Payment Option #2 – Check Enclosed:** U.S. Funds only drawn on US bank, payable to DEMA and send to: Diving Equipment and Marketing Association, P.O. Box 748371, Los Angeles, CA 90074-8371.

☐ **Payment Option #3 – Wire Transfer:** Amount must include all wire fees. Wire to: Bank of America, Charlotte, NC, 28255, Account #3250-0044-5845, ABA #0260-0959-3. Please include your Company Name and Contract Number with your transfer information. Copy of wire transfer confirmation must be sent to MSE Management within 1 week of bank transaction.

**5. Instructions:** Read, complete, sign & return contract and payment as indicated below.

1. Send or submit payment as determined in Section 3 using one of the three options as outlined in Section 4.
2. Send Exhibit Space Contract:
  - By Mail to: Water, Sports & Travel Festival, C/O MSE Management, P.O. Box 4628, 29 Valley Drive, Greenwich, CT 06831
  - By Fax to: (267) 697-5142 or
  - By Email to: [wstfest@msemgmt.com](mailto:wstfest@msemgmt.com)
3. Questions: Call (800) 322-9332 or (203) 622-7081 or visit the show website at [www.watersportstravelfestival.com](http://www.watersportstravelfestival.com)

**6. Contract Agreement:** By completing this Exhibit Space Contract, Exhibitor agrees to the Cancellation Policy along with the Terms & Conditions, all of which constitute a part of the Contract. The individual completing this Contract represents and warrants that he/she is duly authorized to execute this legally binding Contract on behalf of named Exhibitor.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Name (please print) \_\_\_\_\_

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**7. Festival Hours:** Festival hours, listed in local venue time and subject to change are as follows:  
Friday, April 26, 2013: 4:00 p.m. to 8:00 p.m.  
Saturday, April 27, 2013: 10:00 a.m. to 5:00 p.m.  
Sunday, April 28, 2013: 10:00 a.m. to 4:00 p.m.

**8. Location:** The Festival will be held at the location indicated on the front side of this page. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible, but Show Management reserves the right to make such modifications and change exhibit space assignments as may be necessary to adjust the floor plan at any time to meet the needs of Show Management, exhibitors and the exhibits.

**9. Exhibit Space Equipment and Service Information:** Show Management will furnish Exhibitors with the name of an exhibit service contractor prepared to furnish all services required prior to the commencement of the Exhibition. Complete shipping instructions and information regarding furniture rental, electrical work, telephone installation, plumbing, labor for erecting and dismantling exhibits, drayage, etc., will be forwarded to exhibitors in advance. A service desk will be maintained in the exhibit area. The use of porters, if available, to assist in loading and unloading is at exhibitors' own risk, and Show Management shall not be liable for any resulting damage or claim. Show Management assumes no responsibility or liability for any of the foregoing services performed or materials delivered.

**10. Cancellation Policy:** (a) The Exhibitor specifically recognizes and agrees that DEMA will sustain losses in the event the Exhibitor modifies or cancels their exhibit space. In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those modifying or canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the modification of exhibit size or cancellation terms as being in the nature of liquidated damages, which is specifically designed to compensate DEMA for its losses and does not constitute a penalty. In the event the Exhibitor cancels all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing, by certified mail, and will be obligated to pay Show Management the following amounts in liquidated damages: for cancellations received before November 9, 2012 50% of the exhibit space rental fee. For cancellations between November 9, 2012 and April 26, 2013 - 100% of the exhibit space rental fee. (b) If exhibit space is not occupied by the Exhibitor by the opening time of the Exhibition, Exhibitor shall be deemed to have canceled the exhibit space contracted for and Show Management shall have the right to use such space as it deems appropriate and the Exhibitor shall pay to Show Management all amounts which would have been due, upon the terms of subparagraph (a) above, if Exhibitor had canceled this contract as of such date. (c) If the Exhibitor does not make full payment when due upon the terms of this contract outlined in Sections 4 & 9 herein, Show Management may terminate this contract and the Exhibitor shall be responsible for payment to Show Management of all amounts which would have been due Show Management, under the terms of subparagraph (a) above, if the Exhibitor had canceled this contract as of the date of such default. (d) Except as Exhibitor's rental obligation may be reduced in accordance with the terms set forth in subparagraph (a) above, the Exhibitor shall be responsible for payment of the total exhibit space rental fee if the Exhibition is canceled, delayed or relocated, in whole or in part, as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind whatsoever, not within Show Management's control. Show Management reserves the right to reject or to revoke the acceptance of any Exhibitor at any time in its sole discretion. Exhibitors requesting modifications to their exhibit space size (downgrade, upgrade, etc.) may be subject to relocation which will be made at the sole discretion of Show Management.

**11. Defaults:** If the Exhibitor is a party to other contracts with Show Management (including contracts with DEMA), not including contracts for exhibit space, and the Exhibitor fails to make any payment when due under this or any such other contracts (hereinafter the "Defaulted Contract"), Show Management may, in its sole discretion and without prior notice to the Exhibitor, reapply any or all funds paid by the Exhibitor under any such contract with sponsor to the payment due on the defaulted contract and, in such event, Show Management shall promptly notify the Exhibitor of such application. In the event that such reapplication shall create a default under a contract other than the defaulted contract, which default is not cured within 10 days after notice to the Exhibitor, then that contract may be terminated by Show Management in which event all of the provisions set forth above under the heading "Cancellation" shall apply. All municipal, state, and federal requirements in connection with sales must be fulfilled. Exhibitors must provide consumers with receipts that include the exhibitors name & phone number. All items for sale must have legible price tags, and no homemade signs will be permitted. Although Show Management and Exhibitor each do business in various state jurisdictions, this contract shall be governed, construed and enforced in accordance with the laws of the State of California and its courts. In the event that it shall be necessary for Show Management to bring suit to enforce any of its rights hereunder, Show Management shall be entitled to recover all costs of such suits including reasonable attorney's fees.

**12. Use of Exhibits:** Height regulations for 10' x 10' inline booths are 8' high on the backwall and 8' high on the sidewalls, extending no further than 5' from the backwall. Beyond 5' from backwall, maximum height of a sidewall is no more than 4'. These height regulations include hardwall as well as promotional material such as easel signs and pull up banners. Please contact Show Management for peninsula and island booth regulations. All Company Produced banners must be contained within the area of the booth display and all banners hung from the ceiling can not be hung lower than 14ft from the floor. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. (a) Except in certain limited circumstances involving parent corporations, their wholly-owned subsidiaries, and sister corporations, when approved in writing in advance by Show Management, Exhibitor shall not assign, sublet or share the space allotted. (b) Exhibitors must display only the goods manufactured or dealt in by them in their regular course of business. (c) Any firm or organization not assigned exhibit space will be not permitted to solicit business within the exhibit area. (d) Permission to hang signs or erect exhibit spaces higher than 8 feet must first be obtained in writing from Show Management, which will confirm the available height for specific exhibit locations. (e) No portion of any exhibit space sign or carpeting may extend over or beyond assigned floor space. Interference with the light and space of other exhibitors is prohibited. Booths and aisles must be kept clear for safe access throughout show hours (f) Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at the Exhibitor's expense. Show Management reserves the right to have such finishing done, billing the Exhibitor for charges incurred. (g) The use of sound systems is permissible, provided that they are not audible more than 3 feet into the aisle or into neighboring exhibit spaces, and that the sound is directed into the Exhibitor's exhibit space or vertically. Show Management shall have absolute control over the implementation of this regulation, the intent of which is that sound system shall not be audibly objectionable to neighboring Exhibitors. Show Management reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any exhibit which, in the sole opinion of Show Management, may detract from the general character of the Exhibition as a whole, or consists of products or services inconsistent with the purpose of the Exhibition. This reservation includes persons, things, conduct, printed matter, and anything of a character which Show Management determines is objectionable. In the event of such restriction or removal, Show Management shall not be liable for any refunds or other exhibit expenses. (h) No animals may be offered or displayed as part of the exhibit unless approved in advance by Show Management. (i) Exhibitor is responsible to allocate staff to supervise and manage their booth. Booths must be staffed at all times during Expo open hours to both the Trade and Public. (j) Exhibitors cannot begin to break down their exhibits prior to end of the show, which is at 4:00pm on April 28, 2013. (k) All catering services ordered by exhibitors for their booth, must be ordered through the Catering Department of the Convention Center.

**13. Taxes and Licenses:** Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental activity in connection with their activities at the Exhibition.

**14. Exhibit Safety:** For the safety of all exhibits the following rules and regulations apply per standard 10' x 10' inline booth. A) No display placed on, near, or against the back wall of exhibit booth can be higher than (8) feet unless authorized by Show Management prior to Set Up. All requests must be sent to Show Management, in writing, at least 60 days in advance of booth set up dates. Show Management will make every effort to comply with this request, however cannot guarantee that request will be approved. For Exhibits that are approved by Show Management that will be over eight (8) feet high, the Exhibitor hereby represents and warrants to Show Management that Exhibitor has taken all steps reasonably necessary in its judgment to ensure that the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected, including obtaining the certification of a registered structural engineer if reasonably available. Exhibitor accepts responsibility for any personal injury or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at its exhibit. Exhibitor hereby agrees to indemnify and hold harmless Show Management, the owner and manager of the exhibition facility, and others lawfully on the exhibitor floor, from and against any claim, loss, liability or damage suffered as a result of Exhibitor's construction or maintenance of an unsafe exhibit. Exhibitor will furnish Show Management with the engineering and/or insurance certificates referred to herein upon request prior to or during the construction or maintenance of an unsafe exhibit. Exhibitor will furnish Show Management with the engineering and/or insurance certificates referred to herein upon request prior to or during the Exhibition. B) Exhibit Display can only extend (5) feet from back of booth stand at (8) feet high on each side of booth.

**15. Liability:** Neither Show Management (which shall include DEMA, its directors, officers and employees), nor its agents or representatives, will be responsible for any injury, loss or damage that may occur to the Exhibitor, or the Exhibitor's employees or property from any cause whatsoever. Under no circumstances will Show Management be liable for lost profits or other incidental or consequential damages. Show Management shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor, rather than the invitee or licensee of Show Management. Show Management shall not be liable for any injury whatsoever to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The Exhibitor assumes full responsibility and liability for the acts or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agrees to hold harmless Show Management and the exhibit hall from responsibility or liability resulting directly or indirectly from such acts or omissions. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibitor's displays, equipment and other property brought upon the premises of the facility and shall indemnify and hold harmless the facility, agents, servants and employees from any and all such losses, damages and claims. There is no other agreement or warranty between the Exhibitor and Show Management except as set forth in this document. The rights of Show Management under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized officer of Show Management.

**16. Security & Insurance:** Show Management will provide perimeter guard service during the hours exhibit areas are closed. However, the Exhibitor is solely and fully responsible for its exhibit material & should insure its exhibit against loss or damage from any cause whatsoever. All property of an Exhibitor is understood to remain in its care, custody, and control in transit to or from or within the confines of the Exhibit Hall. Exhibitor agrees to waive its right to subrogation against Show Management and DEMA, its officers, directors and employees.

**17. Liability Insurance:** Exhibitor shall obtain, at its own expense, adequate insurance, but in no event less than \$1 million of comprehensive general liability insurance, including the so-called "broad form of endorsement." Exhibitor warrants that exhibitor carry's vehicle liability insurance for any vehicle that is carried onto the facility premises. Such insurance shall name Show Management, DEMA, Greater Ft. Lauderdale/Broward County Convention Center and its officers, directors, and employees as additional insured, and shall be delivered to Show Management no less than 48 hours prior to exhibitors employees, agents, sub-contractors, or customers, being present at or on the subject premises.

**18. Care of Building and Equipment:** Exhibitors or agents must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. When such damages appear, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof, electrical wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the exhibition is located, and of any other governmental authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct and dissemble of the exhibit. Combustible materials or explosives are not permitted in the Exhibit Hall. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit Hall and Show Management with respect to the installation, conduct, and disassembly of its exhibit.

**19. Co-Located Activities:** Exhibiting organization agrees not to schedule or conduct any co-located activity including, but not limited to, press conferences, receptions, and seminars during the Show whether such activities are held at or away from the Greater Ft. Lauderdale/Broward County Convention Center, except with the written consent of Show Management.

**20. The Americans with Disabilities Act:** Exhibitor assumes the position of "public accommodation" when they contract to exhibit in the facility. Therefore, the Exhibitor must make their exhibit area accessible to the disabled without causing them undue "hardship." A copy of Public Law 101.336 [S.993] American Disabilities Act of 1990 is available upon request from the Department of Justice.

**21. Music Licensing:** Show Management will not be obtaining ASCAP or BMI licensing for the event. Exhibitors may use live, digital or mechanical music, but it is their sole responsibility to obtain the appropriate music licensing as is required by ASCAP or BMI.

**22. Miscellaneous:** Each Exhibitor, for itself and its employees, agrees to abide by this agreement and any amendment thereto, and cannot be assigned without the prior written consent of show manager. Exhibitor further acknowledges that Show Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any Exhibitor or his representatives, without giving cause. If any provision of this Contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. The headings in this Contract are intended for convenience of reference and shall not affect its interpretation.

**23. Show Management:** Water, Sports & Travel Festival - MSE Management, Inc., P.O. Box 4628, 29 Valley Drive, Greenwich, CT 06831; Phone #: (800) 322-9332 or (203) 622-7081; Fax #: (267) 697-5142; e-mail: [wstfest@msemgmt.com](mailto:wstfest@msemgmt.com); Web: [www.watersportstravelfestival.com](http://www.watersportstravelfestival.com)

**24. Please Initial: Exhibitor's Authorized Representative:**

**FOR USE BY MSE MANAGEMENT, INC. ONLY:**

Exhibit Space #(s) Assigned:

Net Rate: \$

Total Sq. Ft. of Space:

Total Amount Due: \$

Accepted by MSE:

Date: