



## **Exhibitors Contract**

### **for the Golf, Sports & Entertainment Expo '09**

Friday, January 30 (set up\*: 8:00 am. - 4:00 pm, show: 4:00 pm - 8:00 pm),

Saturday, January 31st (show: 9:00 am - 5:00 pm)

and Sunday, February 1st (show: 9:00 am - 3:00 pm)

at the **Connecticut Expo Center**

253 Reverend Moody Road, Hartford, CT

\*set up also available Thursday, January 29th

break-down Sunday 3:00 pm - 5:00 pm

Friday, March 13th (set up: 8:00 am. - 4:00 pm, show: 4:00 pm - 9:00 pm),

Saturday, March 14th (show: 9:00 am - 5:00 pm)

and Sunday, March 15th (show: 9:00 am - 3:00 pm)

at the **Bartley Center**, Holyoke Community College

Homestead Ave., Holyoke, MA01040

break-down Sunday 3:00 pm - 5:00 pm

- 1.) The conditions set forth herein and conditions set forth in the Rules and Regulations constitute the entire agreement between the parties and, except as contained herein, there are no representations or warranties, expressed or implied. Any changes in this agreement must be in writing and signed by both parties. Western Mass Golf reserves the right to render all interpretations and to establish further conditions as may be deemed necessary for the general success of the show.
- 2.) Western Mass Golf reserves the right to decline, prohibit, or expel any exhibit which in its judgment is out of keeping with the theme and character of the Golf, Sports & Entertainment Expo, this reservation being all inclusive as to persons, things, printed matter, conduct, etc. We ask exhibitors not to sell brand new unused 2009 golf clubs or balls at our Golf, Sports & Entertainment Expo, at below the minimum advertised price out of respect for other exhibitors. This request also applies to brand new unused 2008 golf clubs and balls if that is the latest model year that the manufacturer offers at the time of the show.
- 3.) Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth and no part of any exhibit or product may extend into any aisle. No exhibitor shall so arrange his exhibit as to obscure or prejudice adjacent exhibitors in the opinion of Western Mass Golf. No exhibitor shall assign or sublet any part of his assigned space.
- 4.) Exhibitors shall be bound by all pertinent laws, codes, and regulations of municipal or other authorities having jurisdiction over the exhibit facility, or the conducting of said exhibit, together with the rules and regulations of the owners and / operators of the facility in which the Golf, Sports & Entertainment Expo, is held.
- 5.) Exhibitors canceling less than 60 days before the show shall not be given a refund.
- 6.) Exhibitors shall carry their own insurance. Said insurance shall list Western Mass Golf as additional insured for the dates of the Golf, Sports & Entertainment Expo,. A copy of said insurance shall be forwarded to the chairman of the Golf, Sports & Entertainment Expo, no later than December 15, 2008, Hartford Show or February 15, 2009, Holyoke Show. The Golf, Sports & Entertainment Expo, shall assume no responsibility for the safety of the properties of the exhibitor, its officers, agents or employees from theft, damage, fire, accident, or any cause

whatsoever, and the exhibitor expressly agrees and to save and hold harmless the sponsor, Western Mass Golf, their management's, agents, members, and employees from any and all liability resulting from injuries or damage to exhibitors, their agents, employees, attendees, persons and / or properties in connection with the exhibitor's use of the exhibit space. The Golf,Sports & Entertainment Expo, provides security guards. However, attention is called to the necessity for insurance covering all risks (liability, fire, theft, damage, etc.) on your exhibit from the place of shipment to the exhibition facility and return, including the period during which the materials remain in the exhibition.

- 7.) It is agreed that if the exhibitor fails to comply in any respect with the terms of this agreement, then Western Mass Golf shall have the right, without notice to the exhibitor, to sell or offer for sale the exhibit space covered by this contract, said exhibitor to be liable for any deficiency, loss or damage suffered by the Golf,Sports & Entertainment Expo, by reason of the premises stated, which loss or damage the exhibitor agrees to pay the Golf,Sports & Entertainment Expo, upon demand together with reasonable expenses and costs incurred by reason thereof.
- 8.) It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof and that, should the Golf,Sports & Entertainment Expo, be unable to effect the sale of the space as herein provided, Western Mass Golf is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interests of the Golf,Sports & Entertainment Expo, without any rebate or allowance whatsoever to the original exhibitor.
- 9.) Exhibitor agrees that whenever an attorney or court is used to obtain payment due hereunder, all attorney and court fees (both management and exhibitor's)shall be payable by the exhibitor.
- 10.) Producer or Western Mass Golf will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Golf,Sports & Entertainment Expo, or for any cause beyond their control. It will, however, in the event of it's not being able to hold a Golf,Sports & Entertainment Expo, for any of the above named reasons reimburse exhibitors on a pro-rated basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.
- 11.) This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 12.) Western Mass Golf shall have full power in the interpretation and enforcement of all rules and regulations contained herein and the power to make such amendments thereto, and such further rules and regulations as it shall consider necessary.

Hartford Only                       Holyoke Only                       Both Events

Golf Expo Management Western Mass Golf -----  
Jay Nomakeo

Exhibitor Company name (please print)-----

Exhibitor's Name(please print)-----

Exhibitor's Signature-----