



SCUBA SHOW

THE DIVING EVENT OF THE YEAR!™

May 5-6, 2012 • Long Beach Convention Center, Long Beach, CA • Now in our 25th Year!

Saint Brendan Corp. • www.scubashow.com • E-mail: mail@scubashow.com • P.O. Box 11231, Torrance, CA 90510 • Phone: (310) 792-2333 • FAX (310) 792-2336

APPLICATION AND CONTRACT FOR EXHIBIT SPACE

Exhibitor's directory listing information:

Name (limited to 31 characters): _____

Web site: _____

Phone number: _____

For exhibitor correspondence only:

Exhibitor's representative: _____ Title _____

Address: _____ Suite# _____

City: _____ State/Province: _____ Zip/Postal Code: _____ Country: _____

Phone:(_____) _____ - _____ FAX(_____) _____ - _____

E-Mail: _____

10' x 10' booth price is \$1350 per booth space. Continuous bulk space (or "island" space) – 600 sq. ft. or more – is \$12.00 per sq. ft. To hold space, a non-refundable deposit of \$700 per 10' x 10' booth is required. Continuous bulk space (or "island" space) – 600 sq. ft. or more – requires a 50% deposit. Balance of payment is due January 16, 2012. Applications received after January 16, 2012 must be accompanied by full payment for space.

Payment Method:

___ Check Enclosed (payable to SCUBA Show)

___ Credit Card: ___ Visa ___ MasterCard ___ Discover ___ American Express

Balance due will be charged to credit card on file Jan. 16, 2012 unless otherwise specified.

Account# _____ Exp. Date _____ CVV# _____

Cardholder's Billing Address: _____ Suite: _____

City _____ State/Province _____ Zip/Postal Code: _____ Country: _____

Sign and FAX this completed application to 310-792-2336 or mail to SCUBA Show, P.O. Box 11231, Torrance, CA 90510.

Once accepted and signed by the SCUBA Show, this application becomes a contract and will be subject to the terms and conditions as set forth.

REQUESTS FOR EXHIBIT SPACE WILL NOT BE CONSIDERED WITHOUT PAYMENT AND COMPLETED, SIGNED APPLICATION.

Amount of exhibit space requested: ___ 10X10 booth(s) OR bulk space at _____ square feet.

Exhibit location in order of preference (no "end caps"): 1. _____ 2. _____ 3. _____ 4. _____

The SCUBA Show reserves the right to rearrange exhibit space if necessary. If the spaces you have selected are not available, show management will select space.

Products and/or services to be promoted at SCUBA Show 2012 (please be as specific as possible): _____

Resale # _____ (**IMPORTANT: See retail sales policy on reverse**)

We have read, understand, and agree to abide and conform to the regulations specified on page 1 and 2 of this contract and hereby apply for space for our use at SCUBA Show 2012 at the Long Beach Convention Center, May 5-6, 2012.

This application is executed on the Exhibitor's behalf by its duly authorized representative:

Signature: _____ **Date:** _____

Name (please print): _____

**** Table and/or chairs are available free of charge ONLY if requested at the time application is made**

___ Yes ___ No, Place one standard 6-foot draped table in my booth at no charge (no substitutions, tables not available for bulk or "island" space)

___ Yes ___ No, Place two regular chairs in my booth at no charge (no substitutions, chairs not available for bulk or "island" space)

OFFICE USE ONLY

Space # _____

Amount Received _____ Check #/C.C. _____ Date _____

Balance due (if any) _____ Check #/C.C. _____ Date _____

Accepted by _____ for SCUBA Show 2012: Date _____



EXHIBITOR RULES AND REGULATIONS

Please read completely. All the below information is important!

EXHIBIT SPACE

All booths are 10 X 10 feet with an 8-foot high back wall and 36-inch side rails. Exhibit booth spaces include an identification sign, listing in the official show program and listing on the official show web site linked to exhibitor's web site. One standard 6 ft. draped table and two regular chairs are available free of charge per booth if requested at time application is made (late requests cannot be accepted). Continuous bulk exhibit space (600 sq. ft. or more) is also available (backwall, side rail, I.D. sign, tables and chairs are not included with bulk or island exhibit space). See important information below for exhibit limitations.

EXHIBIT FEES

Booth Fees are \$1350 per 10' X 10' exhibit booth; \$12 per sq. ft. for continuous bulk or "island" spaces. To hold space, a \$700 non-refundable deposit per 10' X 10' exhibit booth (50% for bulk space) and a completed and signed application is required. Final payment is due January 16, 2012. Applications received after January 16, 2012, must be accompanied by full payment for exhibit space. Failure to meet the payment schedule will result in forfeiture of exhibit space and deposit. Make check payable to: SCUBA Show. There will be a \$25 charge for returned checks.

BOOTH SELECTION

Priority booth reservation deadline for last year's exhibitors is August 1, 2011. For maximum priority, last year's SCUBA Show 2011 exhibitors must submit completed application and deposit before the August 1, 2011 deadline. Applications received before August 1, 2011 will be processed with the first day's mail.

Every attempt will be made to accommodate each exhibitor with their choices. Final exhibit space placement is done by show management committee. With regards to priority, a number of different factors are taken into consideration. These considerations are: 1) flow and overall appearance of the show as judged by show management; 2) date applications with deposits are received (first-come, first-served); 3) amount of space requested for the 2012 show (multiple booth, bulk and "island" exhibitors will have a higher priority); 4) past performance of client in question (number of years as exhibitor, number of booths taken in past years, client booth location in past years).

Special considerations may be given to unique space problems on a case-by-case basis. The SCUBA Show reserves the right to make appropriate placements. The SCUBA Show 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 SCUBA Show. Further, location of the SCUBA Show may be changed if deemed necessary by the SCUBA Show for the good of the show. The SCUBA Show reserves the right to fill space vacancies occurring for the reason of non-arrival or late arrival of the exhibitor's display. Further, should booth space remain empty at 9:00 a.m. Saturday May 5, 2012 exhibitor will forfeit all space in question. Requests for booths will not be processed without proper payment and a completed, signed application.

LIABILITY & INSURANCE

The SCUBA Show will not be liable for any loss or damage to the property of the exhibitor or its employee due to fire, robbery, accidents, or any cause whatsoever that may arise from use and occupancy of leased space. Exhibitor hereby releases and agrees to indemnify, defend, and hold harmless the Saint Brendan Corporation, the SCUBA Show, California Diving News, SMG, the City of Long Beach, their managers, officers, members, sponsors, employees, agents, successors, and assigns, for any loss or injuries to exhibitors or their employees, agents, successors, assigns, or guest, or for any damage or loss from any cause whatsoever to property owned, or controlled by, or in the custody of exhibitors; or their employees, agents, or guest. Also for any loss or property damage, or loss of property, or personal injury by whosoever sustained on or about exhibitor's display space, or arising out of exhibitor's participation in the SCUBA Show.

The SCUBA Show does not guarantee exhibits against loss of any kind. General overall security and reasonable care will be exercised to protect all exhibits and the exhibit area insofar as possible. All exhibitors are required to obtain insurance against property loss or damage and against liability or personal injury.

RETAIL SALES POLICY

The SCUBA Show prohibits all "cash & carry" transactions involving the retail distribution of tanks, drysuits and their accessories, regulators, buoyancy compensators, rebreathers, dive computers, gauges and spearguns and pole spears. Orders for dive gear mentioned above may be taken for delivery at a later date or in a location other than the Long Beach Convention Center campus.

This policy does not cover masks, fins, snorkels, wetsuits and their accessories, lycra suits, weights and weight belts, vacation travel, scuba courses, artwork, post-

ers, photographs, bags, clothing, books, jewelry, boats, kayaks, compressors, DVDs, cameras and accessories, knives, lights, and watches. If you intend to sell items not specifically covered herein, you must get prior written approval from the SCUBA Show. All retail sales are subject to the confines of all applicable local, state, federal, and tax laws. Resale # must be submitted for any retail sales.

The wheeling into the exhibit hall of stock for retail sales is strictly prohibited during public show hours.

EXHIBIT LIMITATIONS

Backwall maximum height is 8', any deviation must have prior approval from show management. The side wall may reach a maximum height of 8' extending only 5' out from the backwall, then must drop to 4' in height to the aisle. "End caps" are not allowed. Overhead canopies are not allowed. Exhibitor decorations may not obstruct other displays nor project into the aisles. No portion of the display including decorations, posters, signs, fliers or other promotional material may be attached to the convention center structure in any way. All decorations must have been flame proofed and pass inspection by all designated authorities of Los Angeles County and the City of Long Beach. Fire Marshal regulations available on request.

The exhibit activity of each exhibitor must be within the exhibitor's allocated exhibit space. Exhibitors may not use noise, lighting or other distractions judged by the SCUBA Show to be offensive to other exhibitors. Visual aid devices, tape recording equipment and similar mechanical devices shall not unduly interfere with or be disconcerting to other exhibitors. Exhibitor literature shall not be distributed outside of the exhibitor's booth area.

Exhibitors are subject to all applicable laws and ordinances, and the exhibitor agrees to abide by any rules and regulations or other instructions from the Long Beach Convention Center.

The SCUBA Show reserves the right to restrict or refuse or expel at any time exhibits which in its judgement are not in keeping with the nature, character or appearance of other exhibits or of the exhibition as a whole.

REFUNDS AND CANCELLATIONS

Cancellations will not be accepted within 90 days of the scheduled exhibit date. The exhibitor is responsible for the total booth rental, irrespective of the reason for cancellation, including cancellation by exhibitor because of the failure of any exhibit to arrive for any reason. Cancellations more than 90 days from the show date must be in writing.

GENERAL INFORMATION

No exhibitor may, without written permission from the SCUBA Show, assign, sublet or apportion all or any part of the privileges or of the space assigned to him, nor permit any other party to exhibit herein, nor be allowed to distribute any literature or advertising materials for the purpose of promoting any business other than that of the exhibitor to whom the space is assigned.

Four badges per 10' X 10' booth (4 per 100 sq. feet of bulk space) will be allotted. Additional badges may be purchased at \$10 each. Badges are for representatives of your company to staff your booths. This is a strict security measure that must remain intact. Exhibitors may purchase tickets to the event at the reduced pre-sale price. Badge/ticket requests will be sent with decorator kit at a later date.

In the event of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy, or any other cause beyond our control, or if the show or any part thereof is prevented from being held or cancelled by the Corporation or the exhibit space applied for herein becomes unavailable, the SCUBA Show shall not be liable to make any refunds whatsoever to the applicant.

Exhibitors shall care for and keep in good order space occupied by them and surrender such space at the close of the SCUBA Show in the same condition as it was when taken over. If the space occupied shall be damaged by the participant, their employees, patrons or guests, they shall pay such claims as are necessary to restore the space to its original condition. The SCUBA Show will arrange for sweeping and cleaning of general walkways, but exhibitors must keep their own exhibits clean and constantly in first-class condition.

No exhibitors shall be allowed to remove any of their booth's display until the show is officially closed. Exhibitors violating this policy will lose all priority and may be excluded from the next year's show.

This agreement contains the entire agreement of the parties hereto with respect to matters embraced herein. Nothing in this provision, however, shall preclude the Corporation from adopting additional rules and regulations, orally or in writing as the Corporation deems necessary.