



## APPLICATION FOR EXHIBIT SPACE 2008 SUMMER & FALL EVENTS

<input type="checkbox"/> TEXAS	Aug 23	Ft. Worth Community Arts Center	\$ 200
<input type="checkbox"/> NEW YORK	Oct 25	Kingsborough Comm. College, Brooklyn	200
<input type="checkbox"/> FLORIDA	Nov 9	University of South Florida, Tampa	150
<input type="checkbox"/> FITNESS AMERICA	Nov 21-22	Golden Nugget Hotel & Casino, Las Vegas	350

Exhibitor Brand Name: \_\_\_\_\_

Spaces Requested: \_\_\_\_\_ Products and/or Services Exhibited: \_\_\_\_\_

### EXHIBIT SPACE

- Rental includes 10' x 8' exhibit space, one 6' table, skirting, two chairs and standard size trash can. Standard electrical power is provided but excess is additional and quoted according to requirements.
- All booth locations will be assigned on a first-come basis.
- Full payment must accompany this application for space payable to: Fitness Universe

We agree to pay for said exhibit space based on the rates shown herein. We acknowledge that space not fully paid for may be offered to others. We fully understand that this form shall be a binding contract upon acceptance by Fitness Universe, Inc. Exhibit space shall be assigned by Management in the order received and in the best interests of the exposition as a whole. Exhibitor agrees to accept relocation if it becomes necessary or advisable in the sole judgment of Management. No exhibitor shall assign, sublet or apportion the whole or any part of the assigned space. No persons, firm or organization not assigned exhibit space shall be permitted to exhibit or solicit any business within any area occupied by any part of the show or related events. We have read the rules and regulations on the reverse side hereof and we agree to abide by all instructions, exhibitor information and the rules and regulations, which are part of this agreement.

The Rules and Regulations on the reverse side hereof are part of this agreement.

### APPLICANT - TYPE OR PRINT CLEARLY

Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_  
 Zip: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Tel: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_  
 Method of Payment: Check / Visa / Mastercard / Discover / Amex  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp. \_\_\_\_ / \_\_\_\_

### DO NOT WRITE BELOW

Exhibit Booth Assigned

Total Price	\$ _____
Received	\$ _____
Balance	\$ _____

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date \_\_\_\_\_

Signature agrees to convey all rules and regulations herein and subsequently receive to all parties..

07/08 Rev.

**Return to: Fitness Universe, Inc., P.O. Box 6100, Rosemead, CA 91770 USA  
Tel (626) 292-2200 / Fax (626) 280-0001**

# RULES AND REGULATIONS GOVERNING EXHIBITS

1. The Fitness Festival "FF" is owned and operated by Fitness Universe, Inc., referred to hereinafter as "Sponsor" and "Management." Applicants agree to abide by all instructions, exhibitor information and Rules and Regulations of Sponsor and Management. 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. Sponsor and Management shall have sole discretion in the interpretation and enforcement of all Rules and Regulations contained herein and have the power to make such amendments thereto, and such further Rules and Regulations as it shall consider necessary for the proper conduct and success of the FF. The failure of Sponsor and/or Management to insist upon a strict performance of the Rules and Regulations shall not be deemed a waiver of any rights Sponsor and Management may have.
2. Sponsor reserves the right to decline, prohibit or expel any exhibit which, in its sole judgment, is out of keeping with the character of the FF, including but not limited to persons, display materials, printed matter, product or conduct. Sponsor reserves the right to determine, in their sole discretion, the eligibility of all exhibit space applicants and individual products to be exhibited.
3. Sponsor reserves the right, in their sole discretion, to alter the exhibit hours or floor plan arrangements in any manner, which is in the best interest of the FF. Assignment of space shall be made by Sponsor in its sole discretion. Location of preferences will be accommodated where possible. Acceptance of an applicant does not imply endorsement of exhibitor's products or services, nor does rejection imply lack of merit of the same.
4. Distribution of advertising material and Exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the exhibitor's booth and no part of any exhibit or any product may extend into any aisle. No Exhibitor shall so arrange his exhibit to obscure or prejudice adjacent booth exhibitors in the sole opinion of the Sponsor. No exhibitor may assign, sublet or apportion the whole or any part of the space allotted him, nor exhibit herein any other goods than those manufactured or sold in the regular course of business by the exhibitor. Identification badges are non-transferable. Admission will be by badge only.
5. Exhibitors shall be bound by and comply with, at exhibitor's own cost and expense, all applicable national, state, city municipal and law codes and government regulations or other authority having jurisdiction over the exhibit facilities or the conduct of said FF, together with the Rules and Regulations of the owners and/or operators of the facilities in which the FF is being held. Exhibitors shall be bound by and comply with, at exhibitors sole cost and expense, all applicable copyright and trademark laws and regulations may affect Exhibitor's use and occupancy of the exhibit space or participation in the FF.
6. In the event an exhibitor desires to cancel his reservation for booth space, a written notice for cancellation must be transmitted to: Fitness Universe, Inc., Box 646, Rosemead, CA 91770 USA by mail, post marked no later than three weeks prior to the respective FF date. If the request is approved and accepted by Management, the amount paid shall be refunded. The exhibit fee is not refundable for cancellations after the above date. The administrative fee of 20% of the contracted booth(s) fee(s) will be assessed upon all cancellations.
7. Attention is called to the necessity for insurance covering all risks (including but not limited to liability, fire, theft, damage) on your exhibit from the place to the exhibition facility and return, including the period, which the materials remain in the FF. Exhibitor acknowledges the management, the Sponsors, the officers, agents or employees do not maintain insurance maintaining exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruptions, property damage, and other insurance covering such losses as Exhibitor may incur, and assume no responsibility for the safety of the properties of the Exhibitor or Exhibitor's officers, agents or employees from theft, damage by fire, accident or any other cause whatsoever. Exhibitor expressly agrees to save and hold harmless Management, Sponsor, their officers, agents and employees from any and all liabilities resulting from injuries from any persons or for damages or loss of property owned or controlled by Exhibitor, its agents, employees and attendees, person and or properties in connection with the Exhibitor's use and occupancy of the exhibit space or participation in the FF and from any claim or liability which may arise as a result of copyright and trademark laws and regulations which may apply to Exhibitor's use and occupancy of the space or participation in the FF.
8. The exhibit facility is a public building. Exhibitors are cautioned to take valuable items to their rooms or otherwise assure their safety when they are not in attendance at their exhibit booths and to exercise caution during the exhibit hours. Sponsor and Management shall not be responsible for the conduct of contractors or their employees and assume no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the exhibit facility.
9. If the Exhibitor fails to comply in any respect with the terms of this agreement, the Sponsor and/or Management shall have the right, without notice to the Exhibitor, to sell or offer for sale the exhibit space covered in this contract, said Exhibitor to be liable for any deficiency, which loss or damage the Exhibitor agrees to pay Sponsor and/or Management upon demand together with expenses and cost incurred by reason thereof.
10. Exhibitor acknowledges that actual occupation of the exhibit is the essence thereof, and that should Sponsor and Management be unable to effect the sale of the space as herein provided, Sponsor and/or Management is then expressly authorized to occupy or cause said space to be occupied in a manner as it may deem in the best interest of the FF, without any rebate of allowance whatsoever to the Exhibitor and without in any way releasing the Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Sponsor and Management the full sum as herein set forth.
11. Exhibitor agrees that whenever an attorney is used to obtain payment due hereunder an attorney's fee of 30% of the sums due shall be payable by the Exhibitor as and for reasonable attorney's fees. This agreement shall be governed by the laws of the State of California.
12. In the event the FF is canceled or postponed, or Sponsor and/or Management is unable to perform for any reason whatsoever, including performance under this agreement, the sole and exclusive remedy of Exhibitor as against Sponsor and Management with respect to any damages sustained by Exhibitor as a result of the non-occurrence or postponement of the FF, including incremental and consequential damages, shall be a refund of all money paid on account of the exhibit space, less Exhibitor's pro-rata share of expenses relating to the FF, as determined by Sponsor. Sponsor reserves the right to cancel or postpone the FF for any of the following reasons: damage or destruction of the facility; acts of God; national or unforeseen emergency; public enemy; war or insurrections; strikes or possibility of strikes; the authority of law; for any cause beyond their control or where Sponsor, in its sole discretion, determines that the FF cannot be held as planned; or in a manner which will serve the best interests of the Sponsor, the attendees and/or exhibitors; or where the success of the event will be adversely affected.

This agreement shall be construed solely as a license for the use of the exhibit space to be occupied by the Exhibitor, and Exhibitor agrees that it has not relied on any oral or written representation not contained in this agreement. Sponsor and/or Management disclaims any implied warranties or merchantability and/or fitness with respect to the services or materials furnished to the exhibitor in connection herewith.