

## 1 EXHIBITOR INFORMATION CLICK TO RESET

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Your Company's Website - URL\* \_\_\_\_\_

## 2 EXHIBIT SPACE CLICK TO RESET

Booth space sold on a per booth basis as shown on the floor map.

10 x 10 in-line booth ..... \$1,150

10 x 10 corner booth.....\$1,250

10 x 20 in-line booth .....\$1,950

10 x 20 corner booth.....\$2,050

20 x 20 .....\$2,950

20 x 40 .....\$4,545

Booth Preference 1. \_\_\_\_\_ 2. \_\_\_\_\_

I will have a truck in the booth

Pricing is for booth space only - does not include carpet, furnishings or electricity.

## 3 SPONSORSHIP OPPORTUNITIES CLICK TO RESET

<p><input type="checkbox"/> Lanyards <b>EXC</b>..... \$2,995</p> <p><input type="checkbox"/> Outdoor Space ..... \$2,995</p> <p><input type="checkbox"/> Door clings <b>EXC</b> ..... \$2,095</p> <p><input type="checkbox"/> Badges <b>EXC</b> ..... \$1,995</p> <p><input type="checkbox"/> BBQ sponsor..... \$1,995</p> <p><input type="checkbox"/> Workshop sponsor <b>EXC</b> ..... \$1,995</p> <p><input type="checkbox"/> Parking sponsor <b>EXC</b> .....\$1,695</p> <p><input type="checkbox"/> Golf cart sponsor (2)..... \$1,595</p> <p><input type="checkbox"/> Web link..... \$50</p> <p><b>Show Directory Ads</b></p> <p><input type="checkbox"/> Full Page (9.667" x 11.5") ..... \$995</p> <p><input type="checkbox"/> 1/2 Page (9.667" x 5.5") ..... \$750</p> <p><input type="checkbox"/> 1/4 Page (5.75" x 5.5") ..... \$495</p> <p style="color: red; font-size: small;"><b>EXC = Exclusive Sponsorship</b></p>	<p><input type="checkbox"/> <b>HEAVY PACKAGE</b></p> <ul style="list-style-type: none"> <li>Ceiling Banner</li> <li>Internet advertising</li> <li>2 PA announcements / day</li> <li>ExpediteNow advertorial</li> <li>Floorplan weblink</li> </ul> <p style="color: red; font-weight: bold; font-size: small;">\$2,995 VALUED @ \$4,340</p>
<p><input type="checkbox"/> Workshop sponsor <b>EXC</b> ..... \$1,995</p> <p><input type="checkbox"/> Parking sponsor <b>EXC</b> .....\$1,695</p> <p><input type="checkbox"/> Golf cart sponsor (2)..... \$1,595</p> <p><input type="checkbox"/> Web link..... \$50</p>	<p><input type="checkbox"/> <b>MEDIUM PACKAGE</b></p> <ul style="list-style-type: none"> <li>Ceiling Banner</li> <li>Internet advertising</li> <li>1 PA announcement / day</li> <li>Floorplan weblink</li> </ul> <p style="color: red; font-weight: bold; font-size: small;">\$2,495 VALUED @ \$3,340</p>
<p><input type="checkbox"/> Full Page (9.667" x 11.5") ..... \$995</p> <p><input type="checkbox"/> 1/2 Page (9.667" x 5.5") ..... \$750</p> <p><input type="checkbox"/> 1/4 Page (5.75" x 5.5") ..... \$495</p> <p style="color: red; font-size: small;"><b>EXC = Exclusive Sponsorship</b></p>	<p><input type="checkbox"/> <b>LIGHT PACKAGE</b></p> <ul style="list-style-type: none"> <li>Internet advertising</li> <li>1 PA announcement / day</li> <li>Floorplan weblink</li> </ul> <p style="color: red; font-weight: bold; font-size: small;">\$1,495 VALUED @ \$1,845</p>

## 4 SOCIAL MEDIA

We love to cross-promote!  
Please let us know who manages your company's social media accounts.

Name \_\_\_\_\_

Email \_\_\_\_\_

## 5 PAYMENT SUMMARY

Booth Space Total: ..... \$ \_\_\_\_\_

Sponsorship: ..... \$ \_\_\_\_\_

Show Directory Ad: ..... \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

## 6

Please complete and return. Due to limited space, applications cannot be accepted without payment. A validated copy will be returned for your records.

**Authorized :** \_\_\_\_\_

It is understood that by submitting this application and Contract for Exhibit Space, we agree to abide by the Terms and Conditions included with this agreement.

**Make checks payable to: On Time Media, LLC • PO Box 782, Florence, KY 41022 or fax to: 859.746.2084**

**Method of Payment:**  Check  Credit Card

**If Paying by Card:** Cardholder Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Billing Address (If different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Card Type: \_\_\_\_\_ Exp Date: \_\_\_\_\_ CVV \_\_\_\_\_ **Signature:** \_\_\_\_\_

Office Use:

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Booth(s): \_\_\_\_\_

Square Footage: \_\_\_\_\_

Please make sure form is complete and correct prior to signing. Once signed, credit card information cannot be modified.

# TERMS AND CONDITIONS

EXPEDITE EXPO • PRODUCED BY ON TIME MEDIA, LLC. • October 23 & 24, 2020 – Fort Wayne, IN

## DEFINITIONS

Expedite Expo is On Time Media, LLC, a Kentucky limited liability company, and its authorized agents and representatives acting within the scope of their authority, hereinafter referred to as "Expedite Expo". Exhibitor, as used in these rules, means any person or company exhibiting in the Expedite Expo, hereinafter referred to as "Exhibitor". The decision of Expedite Expo in interpreting these rules shall be final. Event shall be the exhibition to be produced and held on October 23-24, 2020, as contemplated herein, hereinafter referred to as "the Event".

## CODES AND AGREEMENTS

Exhibitor hereby agrees to be bound by the "Rules and Regulations of the Exhibition, which are hereby incorporated by reference." Exhibitor hereby agrees to adhere to and be bound by: (i) all applicable fire, utility, and building codes and regulations; (ii) any rules or regulations of the facility where the Exhibition is held; (iii) the terms of all leases and agreements between Expedite Expo and any other party relating to the Exhibition. This Agreement shall be binding when signed.

## AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Exhibitor agrees to use its good faith efforts to ensure their exhibit complies with the requirement of the Americans with Disabilities Act and its regulations and guidelines (collectively, The "ADA"). Exhibitor further agrees to indemnify and hold Expedite Expo harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses that may be incurred by or asserted against Expedite Expo, or its officers, trustees, and employees on the basis of the Exhibitor's non-compliance with any of the provisions of this Agreement.

## SPACE ASSIGNMENTS

Expedite Expo shall assign, to the Exhibitor, a location and space, hereinafter referred to as "Booth Space," and reserves the right to change location assignments of Booth Space at any time, as it may, in its sole discretion, deem necessary. All exhibits will take place inside the Exhibit hall and in specific areas outside the Exhibit hall. No displays or exhibits are permitted in any other location. Expedite Expo must approve all exhibits and displays.

## PAYMENTS AND CANCELLATIONS

In applying for space, Exhibitor will pay the space cost in accordance with validation regulations appearing on reverse side of this contract. Any portion of the payment under this agreement not paid by October 8, 2020 shall be subject to a late fee of twenty-five percent (25%) of the outstanding balance. All payments must be received prior to September 14, 2020 in order to secure Exhibition space. Expedite Expo may cancel the reservation of any space for an Exhibitor if full payment is not received by September 30, 2020 without refund. In the event of cancellation by Exhibitor at any time, Expedite Expo shall have the right to rent the space to another Exhibitor, and shall retain amounts already received as liquidated damages. If Expedite Expo is unable to rent the cancelled space, exhibitor shall pay Expedite Expo any balance due on this contract. Cancellations must be in writing and an original document delivered to the On Time Media, LLC offices in Florence, KY. No refunds will be given unless all exhibit space is rented. Expedite Expo may, in its sole discretion, refund any amount paid in advance by the Exhibitor according to the following schedule:

### Refund Schedule

Written cancellations received		
On or before	September 30, 2020	30% refund of space cost.
After	September 30, 2020	No refund made

## EQUIPMENT

Booth equipment provided by Expedite Expo shall be returned to Expedite Expo at the end of the term of this lease, complete and in good condition, normal wear and tear accepted. Exhibitor shall have no right, title or interest in such equipment but only the right to use it under this lease. Exhibitor shall provide all other equipment at its own expense. All draping and decorative materials used by Exhibitor shall be flameproof. All Booth equipment shall be in keeping with and consistent with all rules, codes and regulations referred to under Codes & Agreements above. All demonstrations and displays shall be confined to the Booth.

## ARRANGEMENT OF EXHIBITS

Display material may be placed up to a height not exceeding eight feet from the building floor. Exhibits not conforming to these specifications, or which, in design, operation, or otherwise are objectionable in the opinion of Expedite Expo, will be prohibited.

## INSTALLATION AND DISMANTLING OF EXHIBITS

Exhibitors who move out before 3:00pm will be assessed a \$200 fee. Early teardown affects your fellow exhibitors and attendees who are still in the hall.

## EXCLUSION

Expedite Expo shall have the right to exclude, remove at Exhibitors expense, or to require modification of any display or demonstration which, in its sole discretion it considers unsuitable to or not in keeping with the character of Exhibition. Expedite Expo shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations. If Exhibitor refuses Expedite Expo demand, Expedite Expo reserves the right to exclude or remove, at Exhibitor's expense, the entire display or demonstration.

## MEDIA AND ADVERTISING RIGHTS

By exhibiting at the Event, Exhibitor grants to Expedite Expo a fully paid, perpetual, non exclusive license to use, display and reproduce the name, trade names, and product names of Exhibitor in any directory (print, electronic or other media), listing the companies exhibiting at the Event and to use such names in Expedite Expo promotional materials and advertising. Expedite Expo shall not be liable for any errors in any listing or descriptions for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Expedite Expo may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the hours of the event and use those photographs for promotional purposes and advertising.

## USE OF LOGO & RESERVED RIGHTS

Expedite Expo hereby grants to Exhibitor a limited non-exclusive license to use, display and reproduce the federally registered trademarked name of the Event, Expedite Expo, ("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 other marketing materials. This limited license expires at the conclusion of the event and Expedite Expo may terminate this license at any time for any or no reason. Exhibitor acknowledges that Expedite Expo is the owner of the federal trademark rights to the Mark and shall not apply or attempt to apply for similar Marks nor shall Exhibitor file any petition for cancellation or opposition to Expedite Expo's Mark or pending trademark applications. Expedite Expo retains all copyright and other rights to any photography, videography, or documentation of the Event.

## ASSIGNMENT AND SUBLEASE

No Exhibitor shall assign, sublet, or share the whole or any part of the Booth space allotted.

## HANDLING AND STORAGE

Expedite Expo and the owners or managers of the facility where the Expo is to be held shall not accept or store display materials or empty crates.

## SECURITY

Expedite Expo shall provide guard service throughout the hours of installation, show, and dismantling period, and exercise reasonable care for the protection of the Exhibitor's materials and display. Beyond this, Expedite Expo, the show facility, or any officer or staff member thereof shall not be responsible for the safety of the property or person of the Exhibitor, his agents, or employees, from theft, injury, damage by fire, accident, or any other cause. Exhibitor agrees to waive any such claims against Expedite Expo. Exhibitor shall bear the full responsibility for any loss, injury, theft, and damage incurred and the Exhibitor is required to provide all insurance and/or policy riders to cover all Booth contents.

## ADMISSIONS

Expedite Expo will have sole control over admissions to the Exhibit of all persons including Exhibitor personnel and/or registrants. All persons visiting the Exhibit area will be admitted according to the Rules and Regulations of the Exhibition as issued or amended (with or without advance notice) by authorized representatives of Expedite Expo. Expedite Expo makes every effort to attract the maximum number of attendees to its Exhibit, but does not guarantee specific volumes or levels of attendance. Traffic by a specific booth is a function of the particular exhibit and not a responsibility of Expedite Expo and no warranties or representations are made with regard to the number of attendees.

## LIABILITIES

Under no circumstances shall Expedite Expo or Lexington Convention Center, Lexington, KY, be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not appraised of the possibility of such lost profits or damages. In no event shall Expedite Expo's maximum liability under any circumstances exceed the amount actually paid to Expedite Expo by Exhibitor for exhibit space rental pursuant to this contract. Exhibitor makes no warranties or representations, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with its participation or presence at the Event, including but not limited to risk of theft, loss, harm, damage or injury to Exhibitor or any of its employees, personnel, representatives, licensees or invitees.

## INDEMNIFICATION

The relationship between Expedite Expo and Exhibitor shall be that of lessor and lessee of booth rental space and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between Expedite Expo and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend Expedite Expo and the Allen County War Memorial Coliseum, Fort Wayne, IN and the city of Fort Wayne, IN from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which Expedite Expo or the Allen County War Memorial Coliseum, Fort Wayne, IN, may incur, suffer, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants or agent including but not limited to: (a) Exhibitor's participation or presence at the Event, (b) breach of any agreement or covenant, promises or other obligations under this or any contract, (c) any matter for which Exhibitor is responsible, (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 or injury (including death) to Exhibitor or any of its employees, personnel, agents, licensees, representatives or invitees or anyone as a direct or indirect result of act or omission of Exhibitor, (g) loss of or damage to property or to the business or profits of Exhibitor, whether caused by the negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

## CANCELLATION OR POSTPONEMENT OF EXHIBITION

In the event that the Exhibition is postponed due to any occurrence not caused by the conduct of Expedite Expo or Exhibitor, whether such occurrence be an Act of God or the common enemy of the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Lease, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Exhibition, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments under this Lease shall be refunded to Exhibitor, less a pro rate share of expenses actually incurred by Expedite Expo in connection with the Exhibition.

## LIVE OR RECORDED MUSIC

Exhibitors wishing to have either live or recorded music must submit to Expedite Expo either evidence of ownership of such music or copyright license agreements permitting the use of such music. In the absence of such agreements, the performance of live or recorded music is prohibited, EXHIBITOR AGREES TO INDEMNIFY EXPEDITE EXPO FOR ANY LIABILITY ARISING FROM THE UNLICENSED PERFORMANCE OF SUCH MUSIC AMENDMENTS AND INTERPRETATION OF RULES. Expedite Expo retains the right to amend these rules at any time. Further, the parties agree that Expedite Expo retains the sole right to interpret these rules and any amendments thereto. Any interpretation by the duly appointed representative of Expedite Expo shall be binding on all parties to this contract. Finally, Expedite Expo shall have full power to make any determination with respect to matters not specifically addressed in this contract. A determination by a duly appointed representative of Expedite Expo with respect to such matters, all amendments to these rules, and any interpretation of the rules by Expedite Expo shall become effective upon mailing to the designated representative of Exhibitor or upon presentation to Exhibitor and shall have the same force and effect as if included in this contract.

## CHOICE OF LAW

This contract shall be governed by, and interpreted and enforced in accordance with the laws of the commonwealth of Kentucky, except for any Kentucky choice of law rule that would result in applying the governing law of any other jurisdiction.