



**45th Annual Convention & 2017 Trade Show**  
**September 9-11, 2017**  
**Las Vegas, Nevada**

# 2017 EXHIBIT CONTRACT

**INSTRUCTIONS & INFORMATION:** PRINT or TYPE when completing application. FULL PAYMENT on exhibit space is required to hold space on show floor. (Wire transfer available for no-US companies – information available upon request). SIGNATURE must appear on the Acceptance section as this application also serves as the contract (see other side for show rules and regulations). Product/Services to be displayed must be indicated on this form. RETURN THIS ENTIRE APPLICATION along with booth payment. Save copy for your records.

**SPACE REQUEST & COST:** *The Studio offers a unique setting allowing for various exhibitor options. (Please select a box).*  **Standard:** \$975 for 2 tables & chairs.  **Mini:** \$900 for 1 table & chairs.  **Recording Alcove** (semi private area with 3 closed sides) - \$1,100 with 2 tables & chairs- LIMITED.  **Sound Studio Room** (the ultimate location for private meetings with closing door) - \$1,200 with tables and chairs - LIMITED.

Fee includes a listing in the program, all events, lunches, meetings and networking opportunities (for two representatives). Each additional lunch/function with food is \$55/event (lunch Sunday & Monday & closing party). Specify competitors you wish to be located away from. We will make every effort to accommodate your request. Booth space assignments are determined by, but not limited to, length of Affiliate membership, years exhibiting in show, sponsorship commitment, application receipt date, competition location and best space available.

<b>EXHIBITING COMPANY INFORMATION:</b>	
Organization: _____	
Mailing Address: _____	
City: _____	State: _____ Zip: _____ Country: _____ Phone: Fax: _____
Email: _____	Website: _____
Exhibitor Contact & Phone#: _____	
List Competitors to Avoid: _____	
<input type="checkbox"/> <i>If you will have a pop-up style tabletop display, check here and supply description of display on a separate sheet</i>	
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<b>PROGRAM LISTING INFORMATION:</b> <i>The final program listing is taken from this section only.</i> NOTE: Print CLEARLY – show management can be held responsible for errors or omissions which occur in the course of collecting and/or printing this information.	
Organization: _____	
Mailing Address: _____	
City: _____	State: _____ Zip: _____ Country: _____ Phone: Fax: _____
Email: _____	Website: _____
List products/services to be exhibited (20 words or less) _____	

**ACCEPTANCE:** Exhibitor agrees to abide by the terms and conditions of the 2017 Exhibit Contract Rules & Regulations listed on other side of this form, which are made part of the contract by reference and are fully incorporated herein. All cancellations must be made in writing. Refunds less a \$75 processing fee will be granted only if notified by August 1, 2017. Notifications after August 1, 2017 will not be entitled to any refund.

**Exhibitor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Accepted for SWDA:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PAYMENT INFORMATION: Table Exhibit**

Payment in full must accompany this form. Checks, made payable to SWDA, must be in U.S. funds drawn on a U.S. bank. Please print or type.

CHECK

VISA

Mastercard

Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_ / \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Cardholder Address: \_\_\_\_\_

Send entire application/contract and full payment to SWDA at:

# SWDA Exhibit Contract Rules & Regulations

1. **MANAGEMENT.** The word "Management" as used herein shall mean the Souvenir Wholesale Distributors Association, including Officers, Board Members, Committees or Staff acting for it in the Management of this exposition.
2. **ELIGIBLE EXHIBITS.** The Management reserves the right to determine the eligibility of any company, product or display for inclusion in the exhibition. The Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part or any Exhibitor or his/her representative with or without giving cause. Only the sign of the Exhibitor whose name appears on this contract may be placed in the booth or in the printed list of Exhibitors. No Exhibits or advertising will be allowed to extend beyond the space allotted to the Exhibitor.
3. **SUBLEASING.** Exhibitor shall not sublet his/her space or any part thereof or exhibit anything not specified in the contract. Exhibitor may not exhibit, offer for sale or advertise articles not manufactured or sold in their own name except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate imprint or other ID which normally appears on them.
4. **BOOTH REPRESENTATIVES.** Booth Representatives shall be restricted to Exhibitor's employees only. Under no circumstances shall employees of any non-exhibiting companies be allowed to work or otherwise represent an Exhibitor in any booth or on the floor of the trade show. Any representative found not to be an employee of the exhibiting company will be asked to leave immediately, and the Exhibitor may face expulsion from the show. Each Exhibitor will assign one person in their booth who is authorized to make changes to booth representatives. No last-minute Exhibitor representatives will be allowed unless approved by this assigned person. All representatives must wear badge identification furnished by Management at all times. Management may limit the number of booth representatives at any time. Booths must be staffed by the Exhibitor during all open show hours.
5. **ADMISSION.** Only those distributors who are members in good standing of the SWDA shall be granted admission into the show.
6. **SAFETY & FIRE LAWS.** All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in the trade show is forbidden. Crowding will be restricted. Aisles and fire exits must not be blocked by exhibits. Exhibitors may not move tables.
7. **OBSTRUCTION OF AISLES OR BOOTHS.** Any demonstration, display or activity that results in the obstruction of aisles or prevents access to nearby Exhibitor's booths shall be suspended from the show.
8. **DAMAGE OF PROPERTY.** Exhibitor is liable for any damage caused to building floors, walls or columns or to standard booth equipment, or to other Exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives or other coating to building walls, columns or floors or to standard booth equipment such as tables and chairs.
9. **EXHIBITOR CONDUCT.** The distribution of samples, souvenirs, publications, etc. or other sales or sales promotion activities must be conducted by Exhibitor only from within his/her booth. The distribution of any articles that interferes with the activities in or obstructs access to neighboring Exhibitors is prohibited. No article containing any product other than the products or materials listed in the "Products to be Displayed" portion of the contract may be distributed to attendees except by written permission of Management.

The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger, or interfere with the rights of other Exhibitors and visitors. Exhibitor may not prop doors open, post items to the walls, or move furnishings outside of their designated areas without prior consent from Management. Exhibitors may not move tables. Any practice resulting in complaints from any other Exhibitor or any visitor who, in the opinion of Management, interferes with the rights of others or exposes them to annoyance or danger may be prohibited by Management. Violations of above could result in expulsion from Show.

Exhibitor agrees not to sponsor group functions such as tours, open houses, receptions, sales meetings or any other activities during scheduled convention and exhibit hours.
10. **TERMINATION OF EXHIBITION.** In the event that the premises in which the Exposition is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the contract are substantially or materially interfered with by virtue of any causes not reasonably within the control of Management said contract and/or damage, loss, increased costs or other unavoidable conditions arising by virtue of cause of causes not reasonably within the control of Management. If Management terminates said contract and/or the Exhibition (or any part thereof) as aforesaid, then Management may retain such part of an Exhibitors rental as shall be required to recompense for expenses incurred up to the time such contingency shall have occurred and there shall be no further liability on the part of either party. For purposes hereof the phrase "cause or causes not reasonably within the control of Management" shall include, but not way of limitation, fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restrains or orders or civil defense or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor, technical or other personnel failure impairment or lack of adequate transportation facilities, inability to obtain condemnation requisition or commandeering of necessary supplies or equipment, local, State or Federal laws, ordinances, rules, orders decrees or regulations whether legislative, executive, or judicial and whether Act of God.
11. **RECEIPT OF GOODS AND EXHIBITS.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.
12. **INSURANCE.** Exhibitor is advised to obtain such insurance as it may deem advisable including extra-territorial coverage, theft, public liability, property damage and the like.
13. **LOSSES.** Management shall bear no responsibility for damage to Exhibitor's property or lost shipment either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to insure against these risks.
14. **LIMITATION OF LIABILITY.** The Exhibitor agrees to indemnify and hold harmless the Management, Show Sponsor, Owner, Exhibitor Hall or Center Facility and City in which the Exhibition is being held, and their Directors, Officers, Agents and Employees against all claims, losses, suits, damages, judgments, expenses including reasonable attorneys fees, costs and charges of any kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damage or any other cause sustained by any person including patrons, guests, licensees, agents, servants, employees or contractor s of the Exhibitor. Exhibitor hereby agrees to defend the Management Show Sponsor, Owner, Exhibit Hall or Center Facility and the City in which the Exhibition is being held together with their Directors, Officers, Employees and Agents in any litigation resulting from Exhibitors occupancy of the space here contracted.

The Management shall not be responsible for loss or damage to displays or goods belonging to the Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearances, bomb threats or other causes. All such items are brought to the Exhibition and displayed at the Exhibitor's own risk and Exhibitor shall have the sole responsibility for safeguarding such displays.

Exhibitor warrants that no music, literary or artistic work or other property protected by copyright will be performed, reproduced, or used nor will the name of any entity protected by trademark be reproduced or used during the Exhibitor's use of the space unless Exhibitor has obtained written permission from the copyright or trademark holder. Exhibitor covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory common law or other right of any person during its use of the space. Exhibitor will indemnify, defend, and hold harmless the Management, Show Sponsor, Owners, Exhibition Hall or Center Facility and the City in which the Exhibition is being held and the Directors, Officers, Agents and Employees from all claims, losses and damages including court costs and attorneys' fees, with respect to such copyright royalty or trademark rights.
15. **AMENDMENT TO RULES.** Any matters not specifically covered in the preceding rules shall be subject solely to the decision of Management. The Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations and any such amendment when made shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.
16. **DEFAULT.** If the Exhibitor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to this contract, the Management may without notice, terminate this agreement and retain all monies received on account as liquidated damages. The Management may thereupon direct the Exhibitor forthwith to remove its Employees or Agents and all of its articles of merchandise and other personal property from the space contractor for from the Exhibition Hall.
17. **AGREEMENT TO RULES.** Exhibitor, for Himself/Herself and his/her Employees and Representatives agrees to abide by the foregoing rules and by any amendments that may be put into effect by Management.