

**GREATER POCONO CHAMBER OF COMMERCE
EXPO '10**

***March 10th – 2:30 P.M. TO 7:00 P.M.
March 11th – 12 NOON TO 7:00 P.M.***

Koehler Field House – East Stroudsburg University

Exhibitor Application and Contract

Company Name_____
(Hereinafter called the EXHIBITOR)
Address_____
City_____ State_____ Zip_____
Phone_____ Fax_____ E-Mail_____
We request booth(s) number(s)_____
Space to be used to exhibit the following (description):_____

Sign to read:_____
Contact person_____
Total Booth Rental_____
Deposit Paid_____
Balance due_____

All booths must be paid in full by March 1, 2010

**Make checks payable to: Greater Pocono Chamber of Commerce (GPCC)
556 Main Street, Stroudsburg, PA 18360-2093**

The exhibit Terms, Conditions and Rules on the following pages become part of this agreement. The Greater Pocono Chamber of Commerce shall have the right to enforce these regulations and add to them as it sees fit.

Exhibitor Signature: The person signing this document expressly represents and warrants to the Greater Pocono Chamber of Commerce that he/she is authorized by Exhibitor to bind it to the terms and conditions hereof. The person signing this document understands and agrees that he/she is personally bound and liable pursuant to the terms and conditions hereof in the event such authority to bind the Exhibitor does not exist. **THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ AND ACCEPTS THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND THE FOLLOWING PAGES OF THIS CONTRACT.**

Signed:_____ Date:_____

Name Printed:_____ Title:_____

ACCEPTANCE: This application for exhibit space is hereby accepted by the Greater Pocono Chamber of Commerce.
By:_____ Date:_____

GREATER POCONO CHAMBER OF COMMERCE – EXPO ‘10

TERMS, CONDITIONS AND RULES

1. General Event Information: The event detailed on the front of this Contract (the "EXPO") is being organized by The Greater Pocono Chamber of Commerce ("SPONSOR"). SPONSOR makes no representations or warranties regarding the number of persons who will attend the EXPO, such numbers being impossible to predict accurately ahead of time. You (hereafter the "EXHIBITOR") agree to abide by the terms and conditions on these pages and those set forth on the front/first page of this Agreement. EXHIBITOR grants to SPONSOR the right to use EXHIBITOR's name and logo in connection with the promotion and production of the EXPO. This contract shall be fully binding on the parties upon acceptance by SPONSOR.

2. EXPO Dates and Times: The exhibit portion of the EXPO will be held March 10, 2010 from 2:30 PM until 7:00 PM and March 11, 2010 from 12:00 Noon until 7:00 PM. SPONSOR reserves the right to change the EXPO dates and times at its sole discretion.

3. Assignment of Space: SPONSOR shall assign exhibit space to the EXHIBITOR for the period of the EXPO only and this does not imply that the same or similar space will be held or offered for future EXPOs. SPONSOR has the complete right, at its sole discretion, to allocate and assign available space among exhibitors and to relocate exhibits after initial assignment. SPONSOR will attempt to honor all requests for exhibit space location, but SPONSOR's decision will be final. SPONSOR reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. EXHIBITOR agrees to use such relocated space under the terms of this Contract.

4. Use of Space: EXHIBITOR shall provide adequate staff for maintenance and operation of the Exhibit during all exhibit hours. All demonstrations or other promotional activities, including distribution of promotional material, shall be confined to the limits of the exhibition space. Sufficient space must be provided within the exhibition space for the comfort and safety of persons watching demonstrations and other promotional activities. EXHIBITOR is responsible for keeping the aisles near its exhibit space clean and free of congestion caused by demonstrations or other promotions. EXHIBITOR's booth and/or exhibit shall not intrude or interfere with the use of any adjacent exhibit areas. EXHIBITOR may not distribute food or beverages. EXHIBITOR may, however, distribute wrapped candy.

EXHIBITOR's booth display shall be done in a professional manner and all exhibits shall be operated in a way that will not detract from other exhibits or from the EXPO. EXHIBITOR is responsible, at its own expense, for keeping its assigned exhibit space clean and in good order. EXHIBITOR and all persons associated with EXHIBITOR shall conduct themselves in a professional manner. SPONSOR solely determines the acceptability of all persons, things, conduct and/or printed matter. SPONSOR reserves the right to alter, decline, prohibit or expel any exhibit which, in SPONSOR's sole judgment, is in any way inappropriate or out of keeping with the character of the EXPO. In the event of any such alteration, declination, prohibition or expulsion of EXHIBITOR's exhibit, EXHIBITOR shall have no claim against the SPONSOR.

5. Subleasing: EXHIBITOR shall not transfer or assign to a third party any or all portion of its rights hereunder to the exhibition space or any portion thereof (including for example, "booth sharing") without the prior written consent of SPONSOR, which SPONSOR may withhold at its discretion. If such consent is given, EXHIBITOR shall assume full responsibility for the conduct of the assignee and all its representatives and EXHIBITOR shall not charge its assignee more than a proportionate share of the exhibit fee based upon the amount of the exhibit space assigned.

6. Installation And Dismantling: All exhibits shall be installed, constructed and operated in a safe manner. Installation of exhibits may begin no earlier than **7:00 AM** on March 10, 2010. All exhibits must be fully set up no later than **11:00 AM** on March 10, 2010. All exhibits must be open for business during all EXPO hours. In addition, EXHIBITOR can begin dismantling immediately following the show on Thursday, March 11th 2010 and no later than between the hours of 8:00 A.M. and 10:00 A.M. on Friday, March 12, 2010. When vacated, all exhibit space shall be left in good order.

7. Care of Building: EXHIBITOR will be held responsible for any damage to the building caused by it or its employees, representatives or agents. EXHIBITOR, its employees, agents and representatives shall not injure or deface the floors or walls of the EXPO facility. Nothing shall be posted on, tacked, nailed or screwed or otherwise attached to the columns, walls, floors or other parts of the EXPO Facility without permission from the proper building authority. No adhesive tape may come into contact with the floor. Fluids, caustic, or staining materials must not be used where they may damage floor coverings. The EXPO facility's floor is susceptible to moisture damage and care must be taken, especially if raining, to prevent water from entering the building. Heavy materials and/or equipment may not be dragged over the floor but must be carried or rolled on rubber wheels.

EXHIBITOR shall also comply with all reasonable requests of SPONSOR and the officials of the EXPO Facility with respect to the installation, conduct and disassembly of its exhibit.

The following are not permitted in the EXPO Facility:

- (1) dollies with plastic or metal wheels (only dollies equipped with rubber wheels are permitted);
- (2) black rubber pads or tires in contact with the bare floor;
- (3) cars, motorcycles or other motor vehicles;
- (4) weapons or ammunition;
- (5) animals (except service animals pursuant to the Americans with Disabilities Act);
- (6) helium balloons;
- (7) running machines with exhausts or fumes; and
- (8) flammable materials, containers filled with combustible materials (including propane tanks) and/or explosives.
- (9) food or drink on show floor;
- (10) displays over 300 lbs
- (11) no direct sales

8. Payment of Exhibitor Fees: EXHIBITOR agrees that all exhibit fees, all costs related to sponsoring the EXPO or any other amounts owed to SPONSOR, must be paid to SPONSOR on or before March 1, 2010. In the event that the EXHIBITOR fails to pay any or all such fees in a timely manner, SPONSOR at its sole and exclusive discretion, may reassign or cancel the exhibit space or sponsorship benefits. In the event that the EXHIBITOR pays the exhibit/sponsor fees after such reassignment, SPONSOR, in its sole and exclusive discretion, will assign such other exhibit/sponsor space, if then available, which SPONSOR in its sole and exclusive discretion deems appropriate. In any event, EXHIBITOR remains liable for payment of all fees set forth in this agreement. EXHIBITOR shall be responsible for all collection costs and legal fees for any balance that is placed for collections.

9. Booth Maintenance, Flame Proofing and Electricity: SPONSOR has final approval for all arrangements and items displayed in exhibit booth and may at its discretion require rearrangements or alternate placement of booth materials. All fabrics and/or other materials used for decorative purposes must be flame retardant. All packing and decorating material must be flame retardant. Booths must remain clean from combustible rubbish.

All exhibits with electrical usage over the equivalent of two 100 watt light bulbs must purchase extra electrical hook up directly through Ken Miller Inc.

10. Cancellation of the EXPO: In the event that SPONSOR, in its sole discretion, cancels the EXPO, SPONSOR shall refund to EXHIBITOR no more than its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by SPONSOR and reasonable compensation to SPONSOR. In no case shall the amount of refund to EXHIBITOR exceed the amount of the exhibit fees paid. SPONSOR shall have no other liability due to cancellation of the EXPO.

11. EXHIBITOR Cancellation: All registration fees are nonrefundable and EXHIBITOR is responsible for total booth rental regardless of (1) the reason for cancellation, (2) the timeliness of the notice of cancellation or (3) whether SPONSOR is able to resell the exhibit space. This amount is considered to be liquidated and agreed upon damages for the injuries SPONSOR will suffer as a result of EXHIBITOR's cancellation. The parties understand that EXHIBITOR's cancellation will cause SPONSOR to sustain damages which will be substantial, but are not be capable of determination with absolute precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages and not a penalty.

12. Indemnity and Limitation Of Liability: Neither SPONSOR, the Commonwealth of PA, the State System of Higher Education nor East Stroudsburg University, nor any of their officers, agents, employees, or other representatives shall be held liable for, and they are hereby released from any damage, loss, harm, or injury to the person or property of the EXHIBITOR or any of its visitors, invitees, officers, agents, employees or other representatives, resulting from theft fire, water or accident or any other cause. Under no circumstances shall SPONSOR, its agents, affiliates, employees or directors be liable for lost profits, or other indirect, incidental, consequential or exemplary damages in connection with the EXPO.

EXHIBITOR shall indemnify, defend, and hold harmless SPONSOR, the Commonwealth of PA, the State System of Higher Education and East Stroudsburg University and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees, and expenses of any

kind which might result or arise from any action or failure to act on the part of the EXHIBITOR or its officers, agents, employees, or other representatives or breach of this contract.

Neither SPONSOR, the Commonwealth of PA, the State System of Higher Education nor East Stroudsburg University shall be responsible for the security of EXHIBITOR's products, proprietary information or exhibit materials. EXHIBITOR is solely responsible for the security of said property and shall obtain appropriate casualty insurance covering same. All property of EXHIBITOR is understood to remain in its sole care, custody and control at site and in transit.

13. Insurance: EXHIBITOR, at its own expense, shall obtain from reputable insurance companies not less than \$1 million of comprehensive general liability insurance. Such insurance shall name SPONSOR, and its officers, directors and employees as additional insureds. On or before March 1, 2010 EXHIBITOR shall furnish to SPONSOR a certificate of insurance evidencing said coverage.

14. Observance Of Laws And Regulations: EXHIBITOR shall abide by and observe any laws, rules, regulations, and ordinances of any applicable government authority and all rules of SPONSOR and the EXPO Facility in connection with its participation in the EXPO. In addition, EXHIBITOR must observe all fire regulations and electrical codes to which the EXPO Facility is subject. EXHIBITOR shall observe and abide by any additional regulations now or hereafter set forth by SPONSOR for the safe, efficient and successful operation of the EXPO.

15. Agreement To Conditions, Warranty: EXHIBITOR agrees to observe and abide by the foregoing terms, conditions, and rules and by such additional terms, conditions, and rules set forth by SPONSOR from time to time for the efficient and safe operation of the EXPO, including but not limited to those contained in this Contract. In addition to SPONSOR's right to close an exhibit and cancel this Contract, SPONSOR, in its sole judgment, may refuse to consider for participation in future EXPOs an EXHIBITOR who violates or fails to abide by all such terms, conditions, and rules.

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT—SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES. The rights of SPONSOR under this agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of SPONSOR. SPONSOR shall have full power in the enforcement and interpretation of all contract terms, conditions and rules and the power to make amendments and set further terms, conditions, and rules as shall be deemed necessary in the best interest of the EXPO.

16. Taxes And Licenses: EXHIBITOR shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with, the EXPO.

17. Disputes: Any dispute arising out of this Contract shall be governed and construed by the laws of the Commonwealth of Pennsylvania. Any action brought to enforce the terms of this Contract may be brought only in a court having situs within the Commonwealth of Pennsylvania and EXHIBITOR hereby expressly consents to in personam jurisdiction of any such court. SPONSOR may, however, elect to enforce its rights in any proper jurisdiction. SPONSOR shall be entitled to recover the costs, including reasonable attorney's fees and/or collection fees, in any action brought to enforce this Contract of its rights hereunder.

18. Assignment and Entire Agreement: EXHIBITOR may not assign this Contract without the prior, written approval of SPONSOR. SPONSOR may assign this Contract freely. This Contract contains the entire agreement of the parties with respect to the subject matter hereof, and subject to SPONSOR's continuing right to additional or different rules and regulations concerning the EXPO as contemplated and described above, this Contract may not be modified or terminated except in a writing signed by the party to be charged. The interpretation of the terms and provisions of this Contract is reserved solely to SPONSOR, whose determinations are final and binding in all respects.