

West Coast Youth Congress
Exhibit Space Application and Contract
April 9-12, 2008
San Diego Town and Country Resort
San Diego, California

Contact Information:

Company Name _____

Contact Name _____

Address _____

City _____ State _____ Zip Code _____ Country _____

Telephone (_____) _____ Fax (_____) _____ Email _____

Products/Services to be features: (required for approval)

Sales _____ Promotions _____

Exhibit Space Rates: The exhibit space is available in multiples of 8'x10' booths in the exhibit hall.

\$400 (1) 8'x10' space

\$800 (2) 8'x10' space

Affiliation: General Conference Division Union Conference Local Church

Total number of 8'x10' booths _____ x rate = Total Due _____


Payment Information:

- 100% payment is due with this application.

Makes all checks payable to: West Coast Youth Congress
5040 Prescott Avenue, Lincoln, NE 68506

Availability: Available on a first come, first serve basis. A limited amount of exhibit space is available.

Payment must be in U.S. funds on a U.S. bank.

    Check/Money Order

CREDIT CARD NUMBER

Please be sure to include the digits in the metallic portion of your card.

Card ID# _____ Expiration date _____ / _____

Name as it appears on the card (Please print)

Signature of authorized card holder

AGREEMENT:

I acknowledge that as an authorized representative of the above stated company, I have received, reviewed and agree to the "Rules and Regulations". This exhibit space application will become a contract upon signature.

Authorized Signature _____ Printed Name _____

Title _____ Date _____

Cancellation Policy:

- \$40 deposit will be non-refundable for cancellations prior to April 2, 2008.
- Cancellations made after April 2, 2008 will be non-refundable.

Exhibit Space Contract Rules and Regulations

1. AGREEMENT

By signing the Exhibition Space contract, the Exhibitor agrees to abide by these Rules and Regulations and all amendments thereto and the decisions of the Management. For purposes of this agreement, the word "Management" is defined to mean West Coast Youth Congress, and its respective directors, officers and staff. The Exhibitor additionally agrees to abide by any and all applicable membership requirements as set forth by "Management" and that the laws of the State of California shall control the construction and enforceability of this contract and hereby consents to the jurisdiction of the courts of the State of Pennsylvania with respect of any right of action arising under this contract. There is no agreement of warranty between Exhibitor and Management except as set forth in this document. The right of Management under this contract, shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Management.

2. APPLICATION AND ELIGIBILITY

Application for booth space must be made on the printed form provided by Management contain the information requested, and be executed by an individual who has authority to act for the applicant (Exhibitor). Any supplier or producer of equipment or other products, services or publications whose proposed exhibit will enhance Seventh-day Adventist church and its mission and promote or facilitate the purposes of the exhibition may apply for booth space. Management reserves the right to determine the eligibility of any applicant, and the eligibility of any product or service for inclusion in the Exhibition.

3. ASSIGNMENT OF EXHIBIT SPACE

Space will be assigned by the Management in accordance with the policy announced at the time exhibit space is offered for reservation. The Management reserves the right to relocate exhibit areas or reconfigure the exhibition floor plan for the benefit of the Exhibitor, or for the betterment of the Exhibition, as Management in its sole discretion may deem necessary. Space assignments may be revoked or changed at any time should the payment schedule not be met or should infractions of this Agreement or the Exhibition Rules occur. The lease granted by contract is personal and may not be transferred without the written consent of the Management.

4. EXHIBIT SPACE POLICIES

Exhibit space shall be offered per the *Exhibitor Space Application* in the Exhibitor Prospectus. Failure to do so will nullify space reservations.

5. CANCELLATION POLICY

The Exhibitors and Management specifically recognize and acknowledge that all or part of Management will sustain certain losses if the Exhibitor cancels its exhibit space after it has been assigned and confirmed by Management. Even though Management will exercise its best efforts to resell the cancelled exhibit space, the parties understand and agree the Management will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty, if not impossibility, of determining and proving said losses, the Exhibitor agrees to pay liquidated damages in the event that the Exhibitor cancels all or part of its exhibit space.

Cancellations must be received in writing. Cancellation refund will be determined by date of postmark in case the Exhibition shall not be held, for any reason whatsoever, the rental and lease of space to the Exhibitor shall be terminated, in which case the limit of claim for damage and/or compensation by the Exhibitor shall be the amount paid.

6. EXHIBIT BOOTH SPECIFICATIONS

- sidewall construction, if used, may taper diagonally from the eight (8) feet at the back wall to floor level at the aisles or extend as a high panel four (4) feet from back wall. The remaining sidewall may not exceed four (4) feet in height. These restrictions are intended to provide a clear view of the neighboring exhibits. Raw wood, cardboard or similar materials for wings to booths or peninsula back walls must be covered or painted if they are visible to adjacent booths. The placement of high equipment must conform to these rules.
- Any other special or unusual exhibit construction or installation must be approved in advance by the Management.
- Each Exhibitor with knowledge of any compliance with all laws, ordinances and regulations pertaining to health, fire prevention and public safety. All booth decorations must be flame proofed and all hangings must clear the floor. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates neglect in complying with these regulations or otherwise presents a fire hazard or danger, the Management may cancel all or such part of a display as may be irregular and effect the removal of same at the Exhibitor's expense.

7. INSTALLATION AND REMOVAL OF EXHIBITS

- All exhibits must be erected and completely arranged for viewing by the date and hour officially announced for the opening of the Exhibition or official inspection by the Management. Management reserves the right to force labor on any Exhibitor who fails to erect its exhibit by pre-designed deadlines set by Management. The Exhibitor will be financially liable for all labor charges incurred.
- Noisy or unsightly work in any Exhibitor's booth area after the officially announced hour of opening is prohibited.
- Goods received after the opening of the Exhibition must be delivered to the booth and arranged at times other than official exhibit hours. goods and materials used in any display (except bona fide samples) may not be removed from the exhibit hall until the Exhibition has been officially closed, unless the approval of the Management is granted on an exception basis. The deadline for clearance of all materials from the exhibit hall will be enforced. It is the sole responsibility of each Exhibitor to have materials packed, identified and cleared for shipment by such time.
- The Management reserves the right with no liability whatsoever for damage, spoilage or loss to dismantle, dispose of, store and clear from the premises any exhibit materials, goods, property or merchandise of any Exhibitor who has failed to comply with the above requirements or to order such work to be done at the sole expense of the Exhibitor.

8) USE OF DISPLAY SPACE: OPERATING RESTRICTIONS

The Exhibitor shall comply with all reasonable requests of the Exhibit Hall and Management with respect to the installation, conduct and disassembly of its exhibit. The Exhibitor and/or his agent shall comply with Management policies on the use of subcontractors.

- In the event the Exhibitor fails to install his display within the time limit set for opening the Exhibition, or fails to pay the space rental at the time specified, or fails to comply with any provisions concerning his use of display space, the Management shall have the right to take possession of said space and resell same or any part thereof subject to the provisions of the Cancellation Policy set forth.
- All demonstrations, sales activities and distribution of circulars and promotional materials must be confined to the limits of the Exhibitor's booth. Exhibitors must not place equipment for display or demonstration in such a manner as to cause observers to gather in the aisles. All equipment for display or demonstration must be placed within the assigned booth area to attract observers into the booth.

c) No Exhibitor shall assign, sublet or share the space assigned without consent of the Management. Exhibitors must display goods manufactured or dealt in by them in their regular course of business, unless otherwise approved by the Management.

- Exhibits which include the operation of multimedia equipment, radios, sound motion picture equipment, public address systems, or any noise-making equipment must be operated so that the noise resulting therefrom will not annoy or disturb adjacent Exhibitors and their patrons. Sound systems/equipment will be permissible with the following restrictions: 1) They are not audible in the neighboring booths or more than three (3) feet into the aisle, and 2) The sound is directed into the Exhibitor's booth, or vertically.
- The Management reserves the right to restrict display which, because of noise, methods of operation materials or any other reason become objectionable, and to prohibit or remove any displays which in the opinion of Management detract from the general character or appearance of the Exhibition.
- No firm or organization not assigned space in the Exhibition will be permitted to solicit business within the exhibit area.
- The display and/or demonstration of products and/or services is not permitted in any other area (i.e., hotel room/suites) of the convention facilities (including hotels) other than the officially designated exhibit halls.
- Trade publications are prohibited from soliciting subscriptions or advertising except in their respective booths.
- The following are prohibited on the Exhibition floor at all times: 1) food or beverages of any kind; 2) children under 8 years of age without accompanying parent; 3) animals (except seeing-eye dogs), birds; 4) balloons; or 5) cameras or video equipment without written Management approval.

9. STORAGE OF PACKING CRATES AND BOXES

Exhibitors will not be permitted to store packing crates and boxes in their booths during the show period, but these, when properly marked will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed.

10. CARE OF BUILDING AND EQUIPMENT

Exhibitors and their agents shall not injure or deface the walls, floors, or any part of the exhibit building or booth materials and equipment of another exhibitor. When such damage appears, the Exhibitor causing such damage is liable to the owner of the property so damaged. The premises are licensed on an "as is" basis and Management will not be liable for preexisting conditions of the premises or for conditions arising during the period of the license. The Exhibitor shall return the premises in the same condition as they were received.

11. AVAILABLE SERVICES

On behalf of the Exhibitors, Management has designated official contractors to perform the following services: drayage, machinery, moving and erecting, cartage, furniture rental, booth and floral decorations, signs, photographs, telephone service, etc. Service of electrician's, plumbers, carpenters and labor will be provided and charged for at the prevailing rates. Contractors and rates will be listed in the Exhibitors' Service Manual to be issued separately. Management assumes no responsibility or liability for any of the services performed or material delivered by the foregoing persons or parties. Any controversies which may arise between Exhibitors and official contractors, or the personnel of either, shall be referred to Management for resolution and Management's decision shall be final and binding.

12. LIABILITY AND INSURANCE

- Every reasonable precaution will be taken by the Management to protect property during installation, the exhibition period, and removal. However, neither the Management, service contractors, building or ground officials, nor any officers, staff members or directors of any of the same, shall be liable for the safety of the property of Exhibitors from theft or damage by fire, accident, vandalism or other causes.
- All property of the Exhibitor will remain under its custody and control in transit to, from, and within the confines of the exhibit hall subject to the rules and regulations of the Exhibition. Exhibitors are advised to carry appropriate insurance to cover display materials against damage and loss, and public liability insurance against injury to the person and property of others.
- The Exhibitor agrees to indemnify and hold Management and its agents harmless from all such claims and from claims or liability of any nature whatsoever arising from the activities of the Exhibitor or any of its representatives or from the display or use of property of the Exhibitor.
- Management shall in no event be liable to the Exhibitor in excess of the consideration paid by the Exhibitor exclusive of deposit, for breaches of conduct or tortious conduct by Management, its agents, representatives, or independent contractors or the Exhibit Hall, or by the general public. Management general contractors shall not be liable for failure to perform their obligations under the contract due to strikes, riots, acts of God or any other cause beyond their control. Management shall not be liable for injury of any type from any cause to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the Exhibition or to invitees or guests of the Exhibitors.
- The Exhibitor assumes full responsibility and liability for the actions of its agents, employees and independent contractors, whether acting within or without the scope of their authority, and agrees to save harmless Management and the Exhibit Hall from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omission of its agents, employees or independent contractors whether acting within or without the scope of their authority.

13. CONFLICTING MEETING AND SOCIAL EVENTS

In the interest of the success of the entire Convention and Exhibition, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of Exhibitors, or invited guests from the convention or exhibit hall during the official hours of the convention of Exhibition.

14. EXHIBITOR'S AUTHORIZED REPRESENTATIVE

Each Exhibitor shall provide the Management, in advance, the name and title of the person who will be in attendance at the Exhibition and responsibility for installation, operation and removal of the exhibit. Said representative shall be authorized to enter into such service contracts as may be necessary, for which the Exhibitor shall be responsible.

15. ADMISSION

Admission to the Exhibition floor will be available to all registered convention attendees and invited Exhibitor guests. Management makes reasonable attempts to attract quality Attendees too their convention, but does not guarantee specific volumes or levels of qualification. Traffic by a specific booth is a function of the particular exhibit and not a responsibility of Management.