ShowSpan

2121 Celebration Dr. NE, Grand Rapids, MI 49525
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NOTE: This application becomes a binding contract when signed by both parties.

36th Annual West Michigan GOLF SHOW
DeVos Place
FEB 9-11, 2024

BOOTH SPACE

_____ 10' deep x 10' frontage booth @ $900 per booth _____ = $_____
_____ Corners @ $100 per corner premium _____ = $_____
_____ Multi Booth Discount, 2 booths=$100, 3 booths=$300, 4=$800_____ (subtract) =$ (_____)

BULK SPACE

_____ $4.00 per sq. ft. (500-999 sq. ft.); _____ = $_____
_____ Over 1,000 sq. ft. call for details _____ = $_____
_____ = $_____
Online Program Listing Link @ $50 (www. _____)= $_____
Order deadline January 5, 2024.
Your listing in the show program will be outlined and linked to your website. (The online show program is posted just prior to the Show through September.)

Full payment due with signed application. TOTAL (U.S.) = $_____

PAYMENT METHOD

Exhibitors with outstanding payments past due will forfeit their space reservation and deposits.

❑ Check enclosed (payable to ShowSpan, Inc.).

❑ Credit card - To maintain necessary security, please complete the attached credit card payment authorization form and return with your signed contract; or call our corporate office 616.447.2860.

Credit Card ending in last 4 digits only _____ Expiration Date _____

• Please initial here_____ to run future payments on the card authorized above within 7 business days of scheduled due dates.

	1ST CHOICE	2ND CHOICE	3RD CHOICE	4TH CHOICE
EXHIBIT SPACE REQUESTS (Make selections from floor plan)				
PRODUCTS LINES OR SERVICES (For show program listing**)				

The undersigned Exhibitor agrees that the printed matter on both front and back of this Application / Contract has been read and that the terms and conditions set forth therein are fully understood and shall constitute a binding contract when this instrument is signed by both parties (faxed / electronic signatures are accepted as originals). Reservation of exhibit space applied for herein is for the 2024 Show only and shall not constitute or be interpreted to represent any precedent whatsoever for exhibit space in subsequent Shows. Show Management agrees to make the above described space available to the Exhibitor for the purposes aforesaid, subject to Fire Marshal and Facility Management approval of the floor plan. Acceptance of this application is at the sole discretion of ShowSpan.

SHOW MANAGEMENT ACCEPTANCE

_____
SHOWSPAN, INC. SIGNATURE DATE

FOR OFFICE USE ONLY

DATE REC	AMT REC	P/M	BAL DUE
			WMG24

NOTE: Return original to ShowSpan, Inc. If you would like a copy now, please make a photocopy.
Your copy will be returned to you upon acceptance. When faxing, please mail original to ShowSpan, Inc.

ShowSpan, Incorporated and Show Wisconsin are dba's of Show Michigan Corp.

EXHIBITOR ACCEPTANCE

X_____
AUTHORIZED EXHIBITOR SIGNATURE DATE

COMPANY NAME _____

CONTACT PERSON_____

ADDRESS _____

CITY, STATE/PROVINCE _____ ZIP _____

PHONE ( ) _____ FAX ( ) _____

CELL ( ) _____

E-MAIL_____

WWW. _____

COMPANY NAME FOR PROGRAM LISTING**(IF DIFFERENT FROM ABOVE) ____

_____

**Contract must be received by January 1, 2024 for guaranteed inclusion in show program.

GOLF SHOW RULES AND REGULATIONS

The following Rules and Regulations will govern the show and are made a part of this contract for exhibit space between ShowSpan Incorporated* (Show Management) and the person, partnership or corporation ("Exhibitor") engaging space.

1. **Character of Exhibits.** The Exhibitor agrees to display only products or services sold in the regular course of business and as described in this contract. Each exhibit must comply with all applicable laws, codes and ordinances. Exhibits shall be dignified in character and, in the judgment of Show Management, not offensive to the general public. The Show Management reserves the right in its sole discretion to reject and/or remove any exhibit or portion of exhibit not in keeping with this rule or purpose of the show.

2. **Subletting of Space.** Exhibitors shall not assign, sublet, or apportion any exhibit space to another Exhibitor in whole or in part. Any successor or assignee of Exhibitor shall have no right to exhibit without the express written consent of the Show Management.

3. **Deposit Money.** All deposit money shall be retained by the Show Management in the event the Exhibitor fails to complete payment, violates the contract, or withdraws from the show. All uncollectible checks will be subject to a $25 service charge.

4. **Payment for Exhibit Space.** If payments are not made on a timely basis, Show Management shall have the right to do one of the following: (a) Terminate the contract; (b) Reduce the size of the exhibit space; or (c) Collect the contracted amount.

5. **Installation of Exhibits.** The installation of exhibits shall be completed according to the schedule established by the Show Management and must be complete and ready by 10:00 a.m. opening day. Moving of exhibits after the opening of the show is not permitted. Exhibits shall be maintained intact and attended during all regular show hours. Exhibits shall be installed, maintained and removed in the safest possible manner.

6. **Removal of Exhibits.** Exhibits must be removed within 18 hours after show, or as otherwise directed. Exhibits will not be permitted to leave the facility at any time after installation until the final closing of the show, unless special permission in writing is obtained from the Show Management. No goods exhibited shall be removed from the facility until all bills accruing against the same have been fully paid or credit approved by the Show Management. In case of attachments or other legal proceedings, the Show Management shall have the right to take charge of exhibits. If not timely removed, the Exhibitor shall pay all fines, charges and expenses that are incurred, not less than $700 per day to ShowSpan, Incorporated* for each day or part thereof the Exhibitor's equipment is not removed by the Exhibitor. The Show Management shall have the right to remove the exhibit if Show Management, in its sole discretion, deems that removal be necessary. In such case, no liability for any damage will inure to Show Management; the sole negligence in such case being that of the Exhibitor. The cost of storage shall be the Exhibitor's expense.

7. **Sound Control.** Loud speakers, radios, television sets, or the operation of any machinery or equipment which, in the opinion of the Show Management, is of sufficient volume as to be annoying to neighboring exhibitors, will not be permitted.

8. **Music and Other Media.** Exhibitor shall be responsible for all licensing of copyrighted music or other media played or performed in its exhibit. Exhibitor shall indemnify and hold Show Management harmless for all claims and/or damages arising from its failure to obtain licenses for recorded or live music or other media played or performed in its exhibit space.

9. **Signs.** Except with the permission of the Show Management, all signs shall remain within the Exhibitor's space, and must be designed, constructed and placed so as not to detract from adjacent exhibits.

10. **Height of Display.** Exhibitors may install, or have installed at their own expense, special signs, display counters, shelving, and similar items, not to exceed 8 feet in height at rear of booth, plus, with Show Management's permission, a maximum of 2 feet for sign. The backside of any display extending above the side or back dividers must be covered to the satisfaction of the Show Management. Bulk exhibit space shall have no dividers, except at Show Management's discretion.

11. **Fire Hazards.** Explosives and inflammable materials which conflict with the Insurance Underwriting or Fire Department must be excluded. The City Fire Department prohibits the use of paper, crepe paper, or corrugated papers, and cardboard that has not been flame proofed for decoration of exhibit booths. All cloth drapes or table covers must be treated for fire resistance. All boats and motorized vehicles must have fuel tanks sealed and batteries disconnected. The Fire Marshal may require fuel tanks to be drained and purged. All exhibits must be in compliance with ordinances and laws of the City and the State in which the Show is held.

12. **Fire Marshal/Facilities Management Approval.** Space assignment is subject to Fire Marshal and Facility Management approval of the floor plan. If said approval is not obtained, Exhibitor shall only be entitled to the return of a deposit pro rata to the exhibit space, which cannot be used.

13. **Service.** All services, equipment, electricity, furniture, and furnishings provided to the Exhibitor shall be paid for by the Exhibitor and shall normally be obtained through the independent service contractor designated by the Show Management.

14. **Motorized Vehicles.** Absolutely no motorized or self-propelled vehicles will be permitted in the aisles after one hour before the Show is to be opened to the public. Appropriate exceptions will be made for the person with disabilities.

15. **Insurance and Liability.** Show Management, the Owner of the facility, and their respective employees, officers, owners, directors, managers, agents and representatives (collectively, the "Indemnitees") will not be responsible or liable for any injury, loss, liability, cost or damage that may be incurred by the Exhibitor or the Exhibitor's employees, officers, directors, managers, owners, invitees, guests or agents, or their property, regardless of from what cause, prior, during, or subsequent to the period covered by this contract. The Exhibitor, upon signing this contract, expressly: (a) releases and discharges the Indemnitees from any and all claims, losses, damages, liabilities, costs, suits, proceedings, actions or injuries (collectively, "Claims"), and (b) agrees to indemnify and hold harmless the Indemnitees for all Claims, that in any way relate to the Exhibitor or the Exhibitor's employees, officers, directors, managers, owners, invitees, guests or agents, or their property. Liability insurance shall be procured by the Exhibitor of the type and in amounts satisfactory to Show Management. The policies for such insurance will name Show Management and the Owner of the facility as additional named insureds. Prior to the show, proof of insurance will be forwarded to Show Michigan Corporation. If, for any reason, Exhibitor's insurance policy is cancelled, Exhibitor must immediately notify Show Michigan. Exhibits and exhibit equipment are brought into the show facilities, maintained, and removed from the show facilities at the Exhibitor's risk. The Exhibitor's Public Liability, General Liability and Workers Compensation Policies shall cover the general public, employees, invitees and agents attending the exhibit. If existing policies do not have the coverage, the Exhibitor shall secure such coverage. Insurance policies must be with insurers and in amounts acceptable to Show Management. Exhibitors will provide Show Management with copies of all relevant insurance policies promptly upon request by Show Management.

16. **Cleaning of Exhibit Facility.** To maintain maximum floor cleanliness, Exhibitors are requested to sweep the floor of their booths at the close of each day. Debris from the booths should be swept into the aisle where it will be gathered by the show's janitorial service.

17. **Food and Refreshments.** All concessions are licensed by the owner of the facility; therefore, no food or refreshments can be dispensed without the written consent of the owner or his agent and Show Management.

18. **Eventualities/Destruction of Premises.** Show Management may, in its sole discretion, change the show to a different venue, and this Agreement shall remain in effect but with the new venue substituted for the prior venue. If Show Management changes the venue for the show, the Exhibitor shall waive all claims for damages or compensation that arise as a result of, or are a consequence of, such change of venue, shall not be entitled to a return of any amounts it has paid pursuant to this Agreement, and shall be obligated to pay to Show Management any other amounts required by this Agreement. Show Management may terminate this Agreement, if any of the following occurs:

    a. the facility or the space to be rented by the Exhibitor is destroyed or damaged by fire, the elements, war, government action or any other cause beyond the immediate control of Show Management, so that the profitable conduct of the show by Show Management, the use of the facility, or the use of the space to be rented by the Exhibitor, is made impossible, impractical or unlikely;

    b. the facility, or the space to be rented by the Exhibitor, becomes unavailable to Show Management for the show, or is only made available upon terms to which Show Management has not agreed; or

    c. there occurs any other event that is beyond the control of Show Management and that makes the profitable conduct of the show, the use of the facility for the show, or the use of the space to be rented by the Exhibitor, impossible, impractical or unlikely.

    Except for the event set forth in paragraph 19, if Show Management terminates this Agreement, in accordance with this Section 18, the Exhibitor shall waive all claims for damages or compensation that arise as a result of, or are a consequence of, such termination, and shall not be entitled to a return of any amounts it has paid pursuant to this Agreement (except the pro rata return of the amount paid for space rented as reduced by the pro rata portion of the amounts expended by Show Management to produce the show).

19. **Epidemic.** If, as a result of government action due to a epidemic, the facility, or the space to be rented by the Exhibitor, becomes unavailable to Show Management for the show, and Exhibitor has made all payments according to the contract schedule, Exhibitor shall be entitled to a 100% refund for all payments received and shall waive all claims for damages or compensation that arise as a result of, or are a consequence of, such change.

20. **Distribution of Literature and Souvenirs.** Printed advertising, souvenirs, etc., may be distributed by the Exhibitor from its space only. Any souvenir or advertising that is of an objectionable or undignified character and all helium-filled (lighter than air) balloons, will not be permitted. Souvenirs should not be of the noise-making or sticker variety. The Exhibitor must confine all sales activities to the limits of its own booth.

21. **Rules of the Exhibit Facility.** Rules published by the owner or operator of the building or facility in which the show is located are incorporated herein by reference and made a part hereof. Such rules will be distributed upon request.

22. **Use of the Exhibitor's Name.** The Exhibitor authorizes ShowSpan Incorporated,* its agents, and employees, to use the Exhibitor's name to promote the show and to solicit other exhibitors for this and future shows.

23. **Amendments.** The Show Management shall have the full power to interpret these rules. Wherever these rules do not cover, the Show Management reserves the right to make such rulings as may appear to be in the best interest of the show, and the Exhibitor agrees to accept and abide by such rulings.

24. **Assignment of Exhibit Space.** Assignment of Exhibit space is within the sole discretion of Show Management. Show Management will endeavor to assign space in the order requested or assign equivalent available space. Floor plan and space assignments are subject to change by Show Management without notice to Exhibitor.

25. **Termination.** Show Management reserves the right to terminate Exhibitor's rights under their contract in the event of a violation of this contract by the Exhibitor and retain all amounts paid in addition to any other remedies.

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