



**APA NATIONAL SINGLES CHAMPIONSHIPS (NSC)
RIVIERA HOTEL & CASINO - LAS VEGAS, NV
APRIL 28 – 30, 2010
EXHIBIT AGREEMENT**



Please reserve ____ booth(s) for our exhibit from April 28-30 at the American Poolplayers Association 2010 National Singles Championships to be held at The Riviera Hotel & Casino, Las Vegas, Nevada. Terms and conditions in the Exhibitor Rules & Regulations (attached) are part of this contract. We understand this application becomes a contract when signed by us and accepted by APA. We agree to abide by the rules of participation governing this Exhibit and by the conditions under which space at The Riviera is leased to the APA.

NOTE: Individual booth cost is **\$850.00** per 10 ft. x 10 ft. booth (10 ft. in height) located in the tournament room. Exhibit Space price includes Exhibit Booth, two (2) 8 ft. display tables, two (2) chairs, a wastebasket and pipe and drape along three sides of the booth space. (Note: pipe and drape is required around your booth space to add continuity to the Exhibitor area.) All other items/services required for booth space setup must be approved by the APA Exhibit Coordinator and then rented by the Exhibitor from the Riviera Convention Center or approved Exhibit Contractor.

Please make check payable to **AMERICAN POOLPLAYERS ASSOCIATION, INC.** **Payment in full is due immediately to reserve booth space. If you choose to exhibit at both the 2010 NSC and NTC events, the cost is \$2,200.00 total for one 10 ft. x 10 ft. booth (10 ft. in height) at each event.** Please look over the floor plans and indicate your space preferences.

Space Preference: 1 _____, 2 _____, 3 _____

NOTE: Payment is due in full to reserve booth space!

Describe in detail ALL products/services that are to be displayed in your booth. (Indicate brand names where applicable.) The APA reserves the right to restrict any and all products/services to minimize duplication. Only one cue repair station will be permitted at the NSC event. You may *not* use any trademarks (including logos, artwork, symbols, names or slogans) that are associated with the American Poolplayers Association or its programs or products on promotional products or apparel that you distribute or sell to League members *without APA's prior written permission*. Contact the APA about the use or printing of any trademark if you are in doubt, since the wrongful use of a trademark could subject you to legal action and damages. The APA reserves the right to refuse any exhibit and/or its contents.

Our official representative for this Exhibit (person to receive mailings and Exhibit information) is:

Name: _____ Title: _____

List names of company personnel who will need to receive authorized name badges to gain access to the Exhibit Area: (Please print clearly.)

The APA agrees to reserve Exhibit Space for the undersigned in accordance with the Exhibit Agreement. **FULL PAYMENT MUST BE ENCLOSED.** **Please list company name as you would like it to appear in any written publicity.**

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

E-mail: _____ Website: _____

Signature*: _____ Date: _____

* By signing this Exhibit Agreement, you are confirming you have read, are familiar with, and will abide by the **Exhibitor Rules & Regulations** attached to this agreement.

Mail this form with payment to: Exhibit Coordinator
AMERICAN POOLPLAYERS ASSOCIATION, INC.
1000 Lake Saint Louis Blvd., Ste. 325
Lake Saint Louis, MO 63367
(636) 625-8611, ext. 5132

EXHIBITOR RULES & REGULATIONS

1. Cancellation By Exhibitor. The cancellation of Exhibit Space by the Exhibitor must be in writing and received by American Poolplayers Association, Inc. (APA) at least thirty (30) days prior to the first day of the Championship. In such event, APA shall refund one-half the Exhibit Fee paid by the Exhibitor, if and only if, however, the APA rents the Exhibit Space to another Exhibitor for a sum equivalent to or greater than the Exhibit Fee. Otherwise, there shall be no refund of the Exhibit Fee. Occupancy of the Exhibit Space is the essence of the Agreement. If the Exhibitor does not occupy and exhibit the designated product(s) in the Exhibit Space upon the opening of the exhibit, and has not given APA the required written notice of cancellation, then APA shall have the right to use the Exhibit Space in such manner as it deems in the event's best interest. Should the APA rent the Exhibit Space to another Exhibitor, APA shall make a pro rata refund to the initial Exhibitor of the exhibit fee(s) less one-half of the full payment paid by the initial Exhibitor.

2. Force Majeure. In case of cancellation of the Exhibit or unavailability of the Exhibit Space for the specified uses due to war, government action or order, act of God, fire, strike, labor disputes, or any other causes beyond the APA's control, this Agreement shall terminate, and the Exhibitor shall be entitled to the return of the Exhibit Fee for the Exhibit Space, less the pro rata share allocable to the Exhibit Space expenses incurred by APA in connection with the exhibit. In case of cancellation by APA for any other reason, or a change of location or date of the exhibit which is unsatisfactory to the Exhibitor, the Exhibitor shall be entitled to a refund of Exhibit Fee paid for the Exhibit Space. Refund of the Exhibit Fee, as provided in this section, shall be the exclusive remedy of the Exhibitor against APA in the event the Exhibit is canceled or rescheduled or the Exhibit Space is unavailable for use.

3. Non-Waiver. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

4. Successors In Interest. This agreement shall bind the respective parties and their successors in interest.

5. Governing Law. This agreement shall in all respects be governed by the laws of the State of Missouri.

6. Character of Exhibits. Prior to the installation of the Exhibit, the Exhibitor must submit to APA a specific list of products to be sold. This statement is to show the definite nature of the Exhibit and its appearance and character. No products, parts, accessories, or other goods, souvenirs, catalogs, etc., bearing names or other forms of advertising other than that of the Exhibitor may be displayed. You may *not* use any trademarks (including logos, artwork, symbols, names or slogans) that are associated with the American Poolplayers Association or its programs or products on promotional products or apparel that you distribute or sell to League members *without APA's prior written permission*. Contact the APA about the use or printing of any trademark if you are in doubt, since the wrongful use of a trademark could subject you to legal action and damages. APA reserves the right to accept or refuse any Exhibitor's products and prohibits the display of any article that, in APA's opinion, is not in keeping with the nature and character of the Exhibit.

7. Location and Assignment of Space. All Exhibits will be located in the Tournament Room. APA reserves the right to make modifications to the floor plan as may be necessary to meet the needs of Exhibitors and the APA. Exhibits may NOT be located outside the Exhibit floor of the Tournament Area, nor in parking areas in or surrounding the Exhibit Area.

8. Assignment, Subletting of Space. No Exhibitor shall assign, sublet or share the space allotted without the knowledge and consent of the APA Exhibit Coordinator. No firm or organization not assigned space will be permitted to solicit business within the Exhibit Area.

9. Advertising and Promotional Materials. Exhibitor shall not, without the consent of the APA, distribute or permit to be distributed any advertising matter or program, including but not limited to handouts, literature, souvenir items, and any and all promotional materials in or about the Convention Center, including the parking lot, outside of the Exhibitor's allotted display space. Exhibitor shall not post any sign or poster of any description except where authorized by the Convention Center and the APA.

10. Use of Space. The APA reserves the right to restrict Exhibits which, because of noise, method of operation, materials, or for any reason become objectionable, and also to prohibit or to evict any Exhibit which, in the opinion of APA, may detract from the general character of the Championship as a whole. All demonstrations or other promotional activities must be confined within the limits of the Exhibit Booths. Demonstrations or activities that cause annoyance to neighboring Exhibitors, such as flashing lights or noise, or result in obstruction of aisles or prevent ready access to a nearby Exhibitor's Booth will not be allowed. Exhibitors must take every reasonable precaution to minimize the noise of demonstrations or of operating sound devices, sound film, microphones, etc. Exhibitors shall distribute printed matter, souvenirs or other articles only within their Exhibit Space. Throwing of souvenirs, loud shouting and making any unnecessary noises to attract attention will not be permitted.

Booths may be 10 feet in height. If your display will be taller than 10 feet from the floor, contact the Exhibit Coordinator immediately so your booth may be assigned to an area that will allow for a higher display. There will be an additional cost to display higher than 10 feet. Limited space may be available for taller displays. Booths must not visually or structurally block any other booth. Booths may extend only 10 feet from the back wall. If any portion of your booth setup does not meet these specific standards, the APA reserves the right to relocate your booth to an area inside the Exhibit Area where you are not blocking a neighboring booth. All flammable fuels are prohibited. All materials used in decoration must be flameproof. Paper decorations are not permitted. Fire regulations prohibit storing product, literature, empty packing containers or packing materials behind back drapes or under tables. Exhibitors may store a limited supply of literature or product appropriately within the booth area, as long as these items do not impede access to utility services, create a safety problem or look unsightly.

11. Authorized Agents. All Exhibitors must have an appointed agent or agents with full authority to represent the Exhibitor in its business with the APA and the Exhibit Area during the term of this Agreement. Your agent will be required to sign all invoices for service pertaining to receipt of material, set up of Exhibit, dismantling and shipping instructions for the duration of the Exhibit. Such agent shall be given full power of the preparation, conduct and removal of the Exhibit and shall work with the Exhibit Coordinator and staff to carry out all Rules and Regulations of the Exhibit and to conduct the Exhibit in a businesslike manner.

12. Receipt of Goods. All Exhibit materials may be shipped to the Exhibit Contractor, to be announced prior to the event. Exhibitors may not use Riviera Staff (porters or others) to assist with their booth setup or teardown, load in our load out. The Riviera Dock is not available to Exhibitors unless they are using a commercial carrier and arrangements have been made for the truck to be unloaded by union personnel. You may hand carry your exhibit materials, provided you do not use any type of wheeled vehicle or other mechanical equipment to assist you.

13. Installation of Exhibits. All Exhibits must be installed during the hours designated by the APA and must be erected and completely arranged prior to opening of the Exhibit Area. All booths must be open and staffed during the Exhibit hours. The Exhibit Area will be open to Exhibitor personnel wearing Exhibitor name badges one-half hour before and one-half hour after the Exhibits open and close. Installation will be during Exhibitor Registration hours. The APA will not allow any move-in of Exhibits during Exhibit hours. If you require more time to assemble your booth, please make your request in writing.

14. Dismantling and Removal of Exhibits and Products. No Exhibitor will be allowed to dismantle or pack any part of the Exhibit until a time that will not interrupt play. Other than hand-carried items, special guidelines may apply to removal of Exhibit material over aisle carpeting. Any exceptions must have the approval of APA's Exhibit Coordinator.

15. Exhibitor Hours. Registration for Exhibitors will be outside the Tournament Room at the Information Desk on Wednesday, April 28, from 9:00AM to 12 Noon. In your Registration packet you will receive all Exhibitor badges along with your Nevada State Tax forms. Badges must be worn by all Exhibitors in order to gain admission to the Exhibit Area one-half hour before or after Exhibit hours. Only firms with duly authorized Exhibit Space will be allowed Exhibitor badges. Exhibit hours are subject to change. Currently, Exhibit hours are:

Wednesday, April 28, 2010	9:00AM - 12:00 Noon	Registration/Setup
Wednesday, April 28, 2010	12:00 Noon - 12:00 Midnight	Exhibit Hours
Thursday, April 29, 2010	8:00AM - 12:00 Midnight	Exhibit Hours
Friday, April 30, 2010	8:00AM - 11:00PM*	Exhibit Hours

*Teardown may begin at approximately 11:00 PM (following the end of play) on Friday, April 30. Teardown must be completed before 11:00 AM on Saturday, May 1.

Any Exhibitor who begins to teardown their booth before play has been completed will be banned from exhibiting at future APA events. Please contact the Event Coordinator if you are unsure of when you may begin to teardown your booth.

16. Care of Building, Equipment and Exhibits. Exhibitors, or their agents, must not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. No nails or tacks can be driven in building walls, floors, or columns, and equipment must be self-supporting. The Exhibitor shall indemnify the APA for all claims for damage to Exhibit Space and Exhibit premises caused or contributed to by Exhibitor's employees, representatives and guests. When such damage to the building occurs, the Exhibitor is liable to the owner of the property so damaged.

17. Liability and Insurance. Neither the APA, any contracted exposition service company, nor their representatives, nor any member of the APA staff will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever. It is the Exhibitor's responsibility to protect the Exhibit so that no injury will result to the public, visitors, guests, or persons or property. All property for the Exhibit is understood to remain in Exhibitor's care, custody and control in transit to, from or within the confines of the Exhibit Area subject to this agreement. The Exhibitor, on signing the Contract, expressly releases, holds, keeps, and saves harmless and indemnifies the foregoing named organizations and individuals from all claims for such loss, damage, or injury. Exhibitors are advised to carry insurance to cover any of the above.

18. Security. The Exhibit area for the NSC located in the **Tournament Room** will be open to the public approximately 20 hours a day. Although security personnel will be assigned to the Tournament Room, it is the Exhibitor's responsibility to secure their possessions. The APA does not insure the safe-keeping of any part of the Exhibit area.

19. Booth Services. The price in this Contract includes Exhibit Booth, registration for two booth attendants, two (2) 8 ft. display tables, two (2) chairs, a wastebasket and pipe and drape along three sides of the booth space. (Note: pipe and drape is required around your booth space to add continuity to the Exhibitor area.) All other items/services required for booth space setup must be approved by the APA Exhibit Coordinator and then rented by the Exhibitor from the Riviera Convention Center or approved Exhibit Contractor. All local ordinances, codes and union contracts must be complied with and are the sole responsibility of the Exhibitor.

20. Merchant License. As the promoter of this event, it is the responsibility of the APA to collect applicable sales tax from the Exhibitors for the Nevada State Sales Tax Commission; sales tax applies only to goods sold and distributed in Nevada. A form will be provided to you at the event to record your gross sales and the APA will collect the appropriate sales tax on the last Exhibit day scheduled and send the tax to the State of Nevada, as instructed.

21. Amendment to Rules. Any and all matters, or questions not specifically covered by the preceding rules and regulations shall be subject to the sole discretion of the APA. These rules and regulations may be amended at any time by the APA and all amendments so made shall be binding on the Exhibitors equally with the foregoing rules and regulations. All Exhibiting companies agree that they shall remain as Exhibitors from day to day, solely on their strict compliance with these rules and regulations which have been formulated in the best interest and for the protection of the Exhibitors as well as APA and its representatives. In any interpretations of the rules, the judgment of APA shall be final, and any matters not covered are subject to the decision of the APA. APA reserves the right to refuse to accept any application to exhibit for any reason in our discretion.

22. Age Requirement. Based on APA's sponsor agreements, it is possible that no one under the age of 21 will be allowed entry to the Tournament Rooms. Please consider this when staffing for the event.

23. Raffle Procedures. See the Raffle Procedures included with this contract.