



**APA NATIONAL SINGLES CHAMPIONSHIPS (NSC)  
RIVIERA HOTEL & CASINO - LAS VEGAS, NV  
APRIL 28, 2012**



**TOP OF THE RIVIERA (FINALS ARENA) EXHIBIT AGREEMENT**

Please reserve a booth(s) for our exhibit on April 28 for the Finals of the American Poolplayers Association 2012 National Singles Championships to be held at the Top of the Riviera in 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:** If you are a current vendor at the 2012 National Singles Championships, there is no additional cost to exhibit in the Finals Arena. Exhibit Space 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 look over the floor plans and indicate your space preferences. **Due to the quiet and competitive nature of our Finals Arena, we regret that no vendors will be allowed to exhibit in the Finals Arena whose booth by its nature creates excess noise (e.g., pool cue engraving).** All vendors approved to exhibit in the Finals Arena will be expected to help maintain the quiet atmosphere by keeping the noise levels in their booth to an absolute minimum or you will be asked to leave. Finals Arena booths will not be awarded until full payment is received for your booth(s) for the 2012 National Singles Championships. Booths will be awarded in the order in which we receive the full payment and completed contract.

Vendors who exhibit in the Finals Arena are not allowed to break down their booth in the Royale Tournament Room early in order to move to the Top of the Riviera exhibit space. All exhibits must be complete and in place by 7:45 AM. It is recommended that you display only select goods in your Finals Arena exhibit.

**Number of booths requested (number of booths requested may NOT exceed the number of booths purchased for this event):** \_\_\_\_\_

**Space Preference:** 1 \_\_\_\_\_, 2 \_\_\_\_\_, 3 \_\_\_\_\_

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. 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 is:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name (as you want it to appear in written publicity): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Website address: \_\_\_\_\_

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 (FINALS ARENA)

- 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. 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.
- 2. Non-Waiver.** No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.
- 3. Successors in Interest.** This agreement shall bind the respective parties and their successors in interest.
- 4. Governing Law.** This agreement shall in all respects be governed by the laws of the State of Missouri.
- 5. 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.
- 6. Location and Assignment of Space.** Exhibits will be located in the Top of the Riviera. 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 Top of the Riviera Finals Arena.
- 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, or 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 may not cause annoyance to neighboring Exhibitors or APA players, and devices such as flashing lights or noise will not be allowed. Exhibitors must take every reasonable precaution to minimize the noise of their exhibit booth. 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.** 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 or 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 (including hand trucks or dollies) 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. Installation will be during listed Exhibitor Installation hours. The APA will not allow any move-in of Exhibits during Exhibit hours.
- 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.** 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. Only firms with duly authorized Exhibit Space will be allowed Exhibitor badges. Exhibit hours are subject to change. Currently, Exhibit hours for the Finals Arena are:

<b>Friday, April 27, 2012</b>	<b>8:00AM - 11:00PM*</b>	<b>Exhibit Hours in Royale Tournament Room</b>
	<b>TBD TBD</b>	<b>Set Up Hours (Top of the Riv)</b>
<b>Saturday, April 28, 2012</b>	<b>7:45AM</b> <b>End of Play (Approximately 6PM)</b>	<b>Exhibit Hours (Top of the Riv) in Finals Arena</b>

\*Teardown in the Royale Tournament Room may begin at approximately 11:00 PM (following the end of play) on Friday, April 27. Teardown must be completed before 11:00 AM on Saturday, April 28. 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 or Event Supervisor on duty if you are unsure of when you may begin to tear down 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.** Although security personnel will be assigned to the Top of the Riv Finals Arena, it is the Exhibitor's responsibility to secure their possessions. The APA does not ensure the safe-keeping of any part of the Exhibit area.

**19. Booth Services.** The price in this Contract 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. 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. Raffles.** No raffles will be allowed in the Finals Arena.