

2019 BENEATH THE SEA® INT'L APPLICATION & CONTRACT



BENEATH THE SEA® 43RD INTERNATIONAL CONSUMER DIVE & TRAVEL EXPO MARCH 29TH, 30TH, 31ST, 2019

The Meadowlands Exposition Center | 355 Plaza Drive | Secaucus, NJ 07094
(201) 330 - 7773 | www.mecexpo.com

RESERVE YOUR BOOTH SPACE – DEPOSITS DUE NOW!

Please Mail Contract & Payment To:
Beneath The Sea® - Exhibits
838 Pelhamdale Ave., Unit R
New Rochelle, NY 10801
914-664-4310 Cell: 914-552-0734
Fax: 914-664-4315
E-mail: Exhibits@BeneathTheSea.org

DEMA CHARTER MEMBER

BTS 2019 CONTRACT PAGE 1 OF 2

APPLICATION & CONTRACT: BOOTH SPACE ASSIGNMENT BECOMES FINAL ONLY UPON FULL PAYMENT (ALL ACCOUNTS) AND WITH SIGNED CONTRACT.

DIRECTORY LISTING AND BOOTH SIGN (PLEASE PRINT)

COMPANY: _____

ADDRESS: _____ SUITE: _____

CITY: _____ STATE: _____

ZIP: _____ COUNTRY: _____

PHONE: _____ FAX: _____

CELL: _____ E-MAIL: _____

YOUR WEBSITE ADDRESS (URL): _____

PRINT CONTACT NAME: REQUIRED

The undersigned (hereinafter called the "Exhibitor") hereby applies for space at the BTS® show scheduled to be held at the Meadowlands Exposition Center, Secaucus, NJ, March 29-31, 2019 and designates the following choices of booth locations in order of preference. This contract shall not be binding until it is accepted and approved in writing by BTS® duly authorized representative. Final booth selection may be made by BTS®.

1. _____ 2. _____ 3. _____ 4. _____

Booth Pricing: \$1525 standard, \$1825 premium corner. Deduct \$50 for multiple booths with same company name (10'w x 8'd). Payment in full must accompany this contract when paying via check or wire transfer.

If paying by CREDIT CARD you MUST PAY ONLINE at:
<http://www.beneaththesea.org/exhibitors/44616>

On-line you may reserve your booth by paying a deposit of \$700 per booth prior to 07/01/18. The balance is due by 12/31/18. After 12/31/18 all payments must be paid in full and accompanied by this contract when applicable (i.e. check and wire transfer). The **Cancellation Clause and Late Payment Penalty** on page 2 of this contract is understood to be part of the contract.

Booth Sub-Letting, Sharing, Re-Assigning will be permitted only with the exhibit executive manager's approval, for an **additional fee of \$700 and signed contract by all participants.**

ID Badges: Four will be given for each booth space. Applications must be submitted by **March 1, 2019.** Badges will be delivered at the show. Additional or replacement badges can be purchased for \$30 each.

RULES & REGULATIONS

The rules and regulations printed on page 2 shall constitute part of this contract and you, as the exhibitor, agree to abide and conform thereto. In witness whereof, you, as the applicant, have caused this contract to be signed by an authorized principal of your company. Execution of this contract signifies you and your company's full acceptance of the terms and conditions.

AUTHORIZED SIGNATURE & DATE (PRINT & SIGN NAME): REQUIRED

Print _____

Signature _____ Date _____

BOOTH PAYMENT: (Refer to Booth Pricing for Date & Price)

No. of Standard Booths	Ea. _____	\$ _____
No. of Prime Corner Booths	Ea. _____	\$ _____
<u>Deduct \$50 if 2 or more booths.....</u> -\$ _____		
Shared, sublet booth (with permission) add \$700.....		\$ _____
Payment by Wire Transfer: Add \$25.....		\$ _____
Total Balance Due		\$ _____
Balance Enclosed		\$ _____

Note: This contract when completed will be considered binding upon all parties only after full payment has been received. Every attempt will be made to accommodate each exhibitor's choice. Final exhibitor booth number is assigned by show management. This is based on: 1) Date of contract with deposit or final payment (first come, first served) and/ or 2) Number of years as exhibitor and number of booths.

Your booth will consist of 8' high back drape, 3' high side rails with drape, 2 chairs, and 1 - 7" x 44" booth id sign. Aisles will be carpeted. Your service kit describing additional furniture, accessories, a-v, electric, drayage, etc. will be mailed before Feb. 1, 2019 only upon YOUR payment in full.

Describe your business for listing on our web site: (Please Print)

If you tell us, we will try to separate you from the following (name or type of exhibitor):

PREFERRED METHOD OF PAYMENT: Exhibitors Take Note, Credit Card Payments MUST be paid on the Beneath The Sea® Eventbrite website. Go to <http://www.beneaththesea.org/exhibitors/44616> to safely pay for your booth. Transaction fees apply.

ALTERNATE METHOD OF PAYMENT (Check One): There will be a \$25. fee for returned checks or rejected credit cards.

Payment, In Full, by Wire Transfer: the necessary information will be sent to you; there will be a \$25. transfer fee.

Check made Payable, In Full, to Beneath The Sea®. Mail to the address in the upper right corner of this contract.

FOR BTS® USE ONLY / BOOTHS NUMBERS:

DATE POSTED:



Beneath The Sea® is handicapped accessible. If you require special aids or services please contact us at (914) 664 - 4310 or (914) 552 - 0734, 9 A.M. - 9 P.M., EST.

2019 EXHIBIT SPACE RENTAL AGREEMENT RULES & REGULATIONS FOR EXHIBITORS

1. PAYMENT:

Full payment must be paid with this application when paying by Check or Wire Transfer. Credit card payments MUST be paid on-line in the EventBrite section of the BTS® website. A minimum deposit of \$700 per booth must be paid by credit card up to 12/31/18 after which, full payment is required. Any balance due after 01/01/19 is subject to a \$50 late payment penalty. Any balance due after 03/15/19 constitutes forfeiture of the booth space. Any unoccupied booth space after 1pm on load-in day, 03/29/19 will be considered vacated unless a late-arrival notice is received and approved by BTS exhibit management. There will be a \$25 charge for wire transfer, returned checks or rejected credit card payments.

2. CANCELLATION CLAUSE:

Cancellations must be received in writing. It is acknowledged that BTS® and the Exhibitor will sustain certain losses in the event of cancellation after space has been assigned. Therefore, the Exhibitor agrees to pay the following amount as liquidation damages in the event the Exhibitor must cancel its space on or within the time period specified below:

TIME PERIOD	LIQUIDATED DAMAGES
Cancellation on or before Oct. 1, 2018	50% Refund
Cancellation after Oct. 1, 2018	No Refund

3. OPERATION:

SUBJECT TO REMOVAL: Beneath The Sea, Inc.® reserves the right to refuse rental of space, cancel and/or evict any exhibitor where the display of goods, services or operation of the booth or conduct is deemed objectionable or otherwise not compatible with the general character and/or its objectives. BTS® will not be liable for refunding space and/or equipment except at its own discretion.

Retail Sales with delivery at the show or at any site on the Harmon Meadow campus of equipment used for scuba life support is not permitted. Such equipment as computers, tanks, regulators, rebreathers. Pickup at the buyer's retail store is recommended.

Taxes: Collection and Payment of any State or Local Sales Taxes is the responsibility of the exhibitor. NJ Tax Hot-line: 1-609-292-6400

Booths shall be open and staffed 1/2 hour before show opens and during scheduled show hours.

Sales or promotion outside of the exhibitor's booth is not allowed.

Visual & audio levels should not inconvenience neighboring exhibitors.

Booth layout/construction must not block the view or otherwise interfere or intrude upon neighboring exhibitors.

4. EXHIBIT DATES & HOURS:

Load-In:	Friday..... March 29, 2019:	8 am to 5:00 pm
Show:	Friday..... March 29, 2019:	6 pm to 9:00 pm
Show:	Saturday.... March 30, 2019:	9 am to 5:00 pm
Show:	Sunday..... March 31, 2019:	9 am to 4:30 pm

5. INSTALLATION & DISMANTLING:

Complete decorator information, including drayage, will be available by the services contractor SMG before Feb. 1, 2019 and contingent upon receipt of full payment. Load-in begins 8 am, Friday March 29th.

Dismantling may not begin until 4:30 pm Sunday March 31st.

Decorator Services Contractor: SMG Exposition Services, 355 Plaza Drive, Secaucus, NJ 07094. Tel (201) 330-8227, Fax (201) 330-1586 **Web site:** www.SMGExpo.com

6. USE OF SPACE:

BTS® management reserves the right, should any rented exhibitor's space remain unoccupied on the opening day of the show or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his/her invoice for space rental.

Subletting or space-sharing: The exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representative, equipment or materials from firms other than his/her own in the exhibit space without prior written consent and payment of premium fee of \$700.

7. FIRE, SAFETY AND HEALTH REGULATIONS:

The exhibitor agrees to comply with local, city and state laws, ordinances and regulations and the regulations of the exhibit hall and/or BTS® management covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and all necessary fire precautions must be taken by exhibitor. No smoking inside the exhibit hall.

8. LIABILITY EXCLUSION:

Show management will employ guards and will take reasonable precaution to safeguard the exhibitor's property. However, show management will not be liable for loss or damage to the property of the exhibitor or his/her representatives or employees from theft, fire, accident or any other cause beyond its control. Exhibitor agrees to save the exhibit hall owner, employees and BTS® show management and/or their agents and employees free and harmless of and from all claim, demands, damages and liability of whatsoever kind and character asserted by any person or persons on account of any loss or damage to property or injury to or death of any persons occurring upon or about the leased premises arising out of the use of the leased premises by exhibitor.

9. INSURANCE:

The exhibitor must provide complete property damage, public liability and personal injury insurance during the course of the show including naming Beneath The Sea, Inc.® as additional named insured. The exhibitor warrants that by signing this contract he has complied specifically with the insurance requirements of this contract.

10. LABOR:

If and when union labor is required because of Meadowlands Exposition Center - SMG requires the exhibitor agrees to comply with all union rules.

11. INABILITY TO PERFORM:

If show management should be prevented from holding the Exposition or if it cannot permit the exhibitor to occupy his/her space due to circumstances beyond its control, including, but not limited to strike, civil disobedience, and/or acts of God, show management will refund to the exhibitor the amount of the rental paid by him/her, less a proportionate share of the exposition expenses, and show management shall have no further obligation or liability to the exhibitor. If the exhibitor shall have made no rental payment, he/she nevertheless shall be obligated to pay his/her proportionate share of such expenses.

Beneath The Sea, Inc.® reserves the right to reject future show participation for non-compliance to these and any other show regulations. This contract when completed will be considered binding upon all parties only after payment has been received.