

Please mail contract & payment to:
BTS EXHIBITS,
 495 New Rochelle Rd, #2A
 Bronxville, NY 10708
 Tel 914-664-4310, Fax: 914-664-4315
 E-Mail Info@BeneathTheSea.Org



Cancellation after June 1, 2009 is subject to the cancellation fee on Page 2.

34th Annual Beneath The Sea Underwater Exposition
March 26, 27, 28, 2010
C

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

DEMA Charter Member

APPLICATION AND CONTRACT Booth space assignment becomes final only upon full payment (all accounts) and signed contract

Directory Listing and Booth Sign (please print)

Company _____
 Address: _____ Suite _____
 City: _____
 State: _____ ZIP _____ Country _____
 Phone: () _____ Fax () _____
 E-Mail _____
 Internet Address (URL) _____

PRINT CONTACT NAME: REQUIRED

Yes, send me a Sponsorship Application.

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.

DATE SUBMITTED: _____

Required: Print & Sign
 Authorized Signature _____

Yes, send me a Prize Donation Form

The undersigned (hereinafter called "Exhibitor") hereby applies for space at the BTS show scheduled to be held at the Meadowlands Exposition Center, Secaucus, New Jersey, March 26, 27, 28, 2010 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.

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

Prior show exhibitors are given priority selection up to May 31, 2009

Booth Pricing \$1200 standard, \$1400 premium, corner. Deduct \$50 for multiple booths with same company name. 10' w x 8' d A deposit of \$600 for each space must accompany this contract, the balance is due by Dec. 31, 2009 after which full payment must be included with the contract. 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, **additional fee of \$500 and signed contract by** all participants.

ID Badges: Four will be given for each booth space. Applications must be submitted by **March 1, 2010** Badges will be delivered at the show. Additional or replacement badges will cost \$20 each.

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

Booth Payment:

No. Of booths contracted _____ @ \$1200 = \$ _____
 Prime Corner _____ @ \$1400 = \$ _____
 Deduct \$50 if two or more booths - \$ _____

Shared, sublet booth (with permission) add \$500: \$ _____
 Deposit: \$600 per booth .\$. _____

Full payment required after Jan 1, 2009:

Total amount enclosed: (credit card below)..... \$ _____

Note: Contracts will only be accepted with payment attached

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, 2010 only upon your account being paid in full..

Describe your business: _____

My business is: _____

Method of Payment (check one)

There will be a \$25 fee for returned checks or rejected credit cards.

Check (made payable to BTS) VISA Master Card American Express

Credit Card Account # _____ V code: _____ Exp. Date ____/____/____

Print Cardholder's Name (exactly as shown on card) _____

For Show Management Use Only

Booth No's: _____ Date Posted DB: _____ Spread _____ Accepted Date: _____ Deposit _____

EXHIBIT SPACE RENTAL AGREEMENT RULES & REGULATIONS FOR EXHIBITORS

1. PAYMENT:

A minimum \$600 deposit for each space must be paid with this application up to May. 31, 2008 after which, full payment is required for space.. Any balance due after Feb. 1, 2010 is subject to a \$50 late-payment penalty. **Any balance due after March 1, 2010 constitutes forfeiture of the booth space.** Any unoccupied booth space after 5 PM on load-in day, Friday, March 27, will be considered vacated unless a late-arrival notice is received and acknowledged. There will be a \$25 charge for returned checks or rejected credit card payments. There will be a 3% discount for full payment before Dec. 31st.

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 November. 1, 2009	50% Refund
Cancellation after November. 1, 2009	100% - No refund

3. OPERATION:

SUBJECT TO REMOVAL : Beneath The Sea, Inc. Reserves the right to refuse rental of space , cancel and / or evict the 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 its objectives. BTS will not be liable for refunding space and / or equipment except at its own discretion

Retail Sales and delivery at the show or at any site on the Harmon Meadow campus of equipment used for scuba life support is not permitted. Prohibited are: computers, tanks, buoyancy jackets, regulators, rebreathers, dry suits. See the BTS *Policy on Retail Sales*, as revised.

Taxes: Collection and Payment of any State or Local Sales Taxes is the responsibility of the exhibitor. NJ Tax Hotline: 1-609-588-2200.

Booths shall be open and staffed during scheduled show hours.

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

Visual & audio levels must be operated as to not inconvenience neighboring exhibitors.

Booth set-up / construction must **not** block the view or otherwise interfere or intrude upon neighboring exhibitors.

4. EXHIBIT DATES & HOURS:

Load-in Friday, March 26, 2009 8 am to 5:30 pm
Show: Friday, March 26, 2009: 6 pm to 9 pm
Show Saturday, March 27, 2009: 9 am to 5 pm
Show Sunday, March 28, 2009: 9 am to 4:30 pm

5. INSTALLATION & DISMANTLING:

Complete decorator information, including drayage, will be mailed by the services contractor SMG before Feb. 1, 2010 and contingent upon receipt of full payment. Load-in begins 8 am, Friday Mar. 26th. **Dismantling may not begin until 4:30 pm Sun. Mar 28th.**

Decorator Services Contractor : SMG Expositions, 355 Plaza Drive, Secaucus, NJ 07096. Tel (201) 330-7773, Fax (201) 330-1172

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 Deposit Payment has been Received.

BTS 2010 Contract Page 2 of 2

Web site: www.SMGx.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 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 own in the exhibit space without prior written consent and payment of premium fee of \$500.

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 representatives or employees from theft, fire, accident or any other cause beyond its control. Exhibitor agrees to save the exhibit hall owner, employees and show management and at 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 requirements the exhibitor agrees to comply with the 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, 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 nevertheless shall be obligated to pay his / her proportionate share of such expenses.