

Contract and Application for Exhibit Space

International Bowl Expo 2024

Gaylord Rockies Hotel & Convention Center | Denver, CO CONTACT INFORMATION: (Used for Bowl Expo communications)

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Company:						
Address:		City <u>:</u>		ST <u>:</u>	_Zip <u>:</u>	
Country:		Website:				
Contact Phone:		Email:				
BOOTH INFORMATION:						
Booth Location Request #1	#2	#3	#4			
Exhibit Booth Rates: 1 – 3 Booths: 1 st booth \$1995, \$194 – 7 Booths: 1 st booth \$1995, \$188 – 39 Booths: 1 st booth \$1995, \$140+ Booths: 1 st booth \$1995, \$1450	325 each additional .695 each additional					
# of additional booths	_x rate	=	+ \$1995 =			
Corner Charges:	# c	of corners	x \$200 =			
TOTAL DUE:						
SPONSORSHIP						
LESS DEPOSIT: (non-refundable)						
BALANCE DUE:						
PLEASE NOTE CANCEL	MINIMUM 50% DE LATION / WITHDRAWAI		NCE DUE ON APRIL ND DEFAULT SCHED		OF CONTRACT	
SPONSORSHIP:						
BOWL EXPO ADD-ON: Please contact		Sponsorship: (Bo ag Insert Atte	endee Pre/Post List	\$1200 a carte spons	orships.	
APPROVAL OF CONTRACT:		DA	TE			
The person signing this document exp License Agreement. The person ackno of this License Agreement.		_				ack
PAYMENT INFORMATION: CK # CC: Visa / MC / Amex / Discover APPROVAL						
Credit Card #:		Expires:	Ver	ification:		
Name on Card: International Bowl Expo Host: Bowling	g Proprietors' Association	Cardholder S n of America	ignature:			
Return Contract To: Chris Rush Exhibit	or Sales Associate, (Via E	mail) <u>chrisr@bpaa.c</u>	com (Direct Mail) 621	. Six Flags Drive	, Arlington, TX 76011	

or (Fax) 817-633-6129. If you have you any questions, please contact Chris Rush at 817-385-8480.

INTERNATIONAL BOWL EXPO

Rules & Regulations Governing the Exhibit

- CONTRACT FOR SPACE This application for an Exhibit space, the formal notice of space assignment by BPAA and full payment of rental charges for Exhibit space together constitute a contract for the right to exhibit at International Bowl Expo (the "Exhibit"). The Exhibit is conducted under the direction of Bowling Proprietors ' Association of America, Inc. ("BPAA").
- EXHIBITOR RESPONSIBILITIES All Exhibitors are responsible for compliance with the applicable laws, statutes and regulations, including but not limited to, those set forth in the Rules & Regulations Governing the Exhibit.
- 3. PAYMENT OF EXHIBIT SPACE CHARGES The dollar amount specified on the contract is considered non-refundable payment of the exhibit space and must accompany the application. The balance is due on the date specified on the contract. If the balance due is not paid by that date, BPAA may resell the exhibit space without further notice to the Exhibitor. Exhibitors who are given the opportunity to pre-select booth space in advance must have the contract and appropriate deposit in BPAA's office on the date specified in the contract. Final payment is due as specified on the contract. No refunds will be paid after the date specified in the contract. All monies paid shall be retained by BPAA in the event the exhibitor fails to fulfill or violates the contract or withdraws from the exhibit. No freight will be released until booth is paid in full.
- CANCELLATION, WITHDRAWAL OR DOWNSIZING OF EXHIBIT SPACE If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to Management with evidence of receipt. If such written notice is received by December 1, 2023 then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships, regardless of when this Contract is executed or canceled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries Management will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause Management to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid preestimate of these damages. The date of cancellation shall be the date Management receives the notice. Management reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location if it requests a downsizing
- 5. ASSIGNMENT OF SPACE BPAA reserves the right to assign booth space. Providing all contractual obligations have been satisfied, previous year's exhibitors requesting ten (10) or more booth spaces for Bowl Expo 2024 will be assigned exhibit space before those exhibitors requesting less than ten (10) booth spaces. The booth selection process will be determined by BPAA and a pre-selection schedule will be published to each exhibitor by June 21 of the present year's Bowl Expo.
- 6. THE "OFFICIAL SERVICE CONTRACTOR" will be appointed by BPAA. Each exhibiting company will receive complete information regarding drayage, equipment rental, special services and shipping information. Exhibitors' service center will be maintained on the exhibit floor during move-in, show and move-out hours.
- 7. USE OF SPACE BPAA reserves the right to decline any Exhibit or Exhibitor, which, in the opinion of BPAA, is not suitable and in keeping with the character of the Exhibit. All booth guidelines (height, width, use of space, etc.) will be regulated by the IAEE Guidelines for Display Rules and Regulations. Sub-licensing/Booth sharing will not be permitted with another exhibitor unless one is a subsidiary of the other. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of Management in its sole discretion shall in all instances be final with regard to use of any exhibit space.
- EXHIBIT BOOTH DESCRIPTION Each booth comes with an 8-foot back drape and 36-inch side drape dividers. Booth dimensions are 10 feet by 10 feet, unless otherwise specified. Booth space does not include flooring or electrical.
- 9. **EXHIBIT SPACE PLANS** Exhibitors with five (5) or more booths must submit booth design plans to BPAA for approval no later than May 3, 2024.
- EXHIBITS MUST BE OPEN and staffed for all scheduled Bowl Expo hours. Failure to comply with this policy will result in forfeiture of booth space without refund due and loss of seniority for booth selection at future Bowl Expos.
- 11. EXHIBIT (TRADE SHOW ONLY) REGISTRATION Exhibitors are allocated four (4) exhibitor badges per 10'x10' booth for the first 4 booths (max 16 complimentary), good for admission into the Exhibit area ONLY. Badges are non-transferable and MUST be used by company employees only. Exhibitors may purchase additional Bowl Expo badges or a full convention registration, which will allow participation in other convention activities.

- 12. LIABILITY BPAA shall not be responsible for any loss, damage, injury or theft that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the Exhibit contract. The Exhibitor, on signing the contract, expressly releases BPAA and the Exhibit facility as noted in the contract from, and agrees to, indemnify same against any and all claims for such loss, damage or injury.
- SECURITY BPAA will provide security services at all times during the Exhibit hours and throughout the night.
- 14. INSURANCE General liability insurance is mandatory for all exhibitors. Insurance protection will not be afforded to the exhibitor either by BPAA or by the Gaylord Rockies Hotel & Convention Center. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss if they want to protect these items. Exhibitors must carry Comprehensive General Liability Insurance of at least \$1 million per occurrence and \$2 million aggregate, against third party injury to the person and property of others. The exhibitor shall, at its sole cost and expense, procure and maintain through the termsof the contract for exhibit space, workers' compensation insurance in full compliance with all federal and state laws governing all of the exhibitor's employees engaged in the performance of any work for the exhibitor. You must submit a certificate of insurance from your selected insurance carrier by May 10, 2024. Exhibitors must name BPAA and Bowl Expo, Gaylord Rockies Hotel & Convention Center, the official contractor, their entities, subsidiaries, agents, representatives, officers, staff, volunteers, and employees as additional insured. The Certificate Holder is BPAA and Bowl Expo
- 15. **FIRE REGULATIONS** All decorations must be flameproof and must stand a fire test as prescribed by applicable fire ordinances.
- LAWS APPLICABLE This contract shall be governed by the laws of the State of Texas. Exhibitor agrees to abide by the rules and regulations of the Gaylord Rockies Hotel & Convention Center.
- 17. FORCE MAJEURE In the event the exposition facility or any part of the Exhibit area thereof is unavailable, whether for the entire event, or a portion of the event, as a result of pandemic, fire, flood, tempest or any other such cause, or as a result of governmental intervention, malicious damages, acts of war, strike, lock-out, labor dispute, riot or any other cause or agency over which BPAA has no control; or should BPAA decide that because of any such cause it is necessary to cancel, postpone or re-site the Exhibit, or reduce the installation time, Exhibit time, or move-out time; BPAA shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.
- ADMISSION TO THE EXHIBIT AREA will be strictly controlled during the installation and dismantling periods. Security personnel will be present to admit only the Exhibitors who are wearing badges.
- 19. AMENDMENTS Any and all matters not specifically covered by the preceding rules and regulations or contained in the Exhibitor Service Order Manual, shall be subject to the decision of BPAA. BPAA shall have the full power to interpret, amend and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of Exhibitors. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.
- 20. SPECIAL SERVICES Electricity, telephone and other activities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them specially from the persons authorized to supply such services in conformity with city, insurance and other requirements.
- HOTEL SUITES Operation of hotel suites for sales or entertainment purposes is strictly prohibited during the open hours of exhibition.
- 22. SOUND LEVEL Mechanical or electrical devices that produce sound must be operated so as not to disturb other Exhibitors. Management reserves the right to determine the placement and acceptable sound level of all such devices.
- 23. PHOTOGRAPHY The photographic rights for the Exhibition are reserved to Management, and Exhibitors wishing to make their own arrangements for photographing their Exhibit must apply to Management, whose permission shall not be unreasonably withheld.
- RECEIPT OF GOODS AND EXHIBITS All arriving goods and exhibits will be received
 at receiving areas designated by Management. All incoming goods and exhibits must
 be plainly marked and all charges prepaid.
- FAILURE TO COMPLY with these rules and regulations as well as the rules & regulations in the exhibitor kit will result in show management closing (or preventing setup) of your exhibit.
- MEETINGS Exhibitors shall not hold any meetings or events with proprietor attendance during publicized Bowl Expo dates or Convention hours without prior written approval of show management.
- 27. IF YOU ARE A MANUFACTURER OR DISTRIBUTOR OF BOWLING CENTER EQUIPMENT OR PRODUCTS, you are not allowed on the trade show floor unless you are a paid Exhibitor. Any exception of this rule must be authorized in writing by show management.
- VIOLATION OF ANY OF THE ABOVE RULES AND REGULATIONS shall invoke all remedies at the discretion of show management, including, but not limited to closure of the Exhibit booth and the penalty of not exhibiting/participating in future shows.