



Creating Marketing Results, LLC
2 Main Street, Unit 1A ~ Plymouth, MA 02360
(508) 224-4044 main
(508) 224-9044 fax

Creating Marketing Results, LLC of Plymouth, MA is the promotion company to produce the event so named: MOM'S & DAD'S GUIDE SOUTH SHORE KIDS EXPO 2010 on such date, April 10, 2010 at the Jungleplex, 8 Natalie Way, Plymouth, MA . 02360. This event will be in combination with the Massachusetts PTA' s 100th Anniversary Convention.

BUSINESS EXHIBIT AGREEMENT

_____ (herein referred to as "Exhibitor") is hereby authorized to maintain a display at above event for the purpose of participating in such event on April 10, 2010, from 11:00am-4:00pm.

Creating Marketing Results, LLC (hereinafter referred to as "Contractor"), specifically excludes all offers of exclusivity of any category of business- with the exception of pre-approved "Sponsorship Exclusive Rights": whereby other like exhibitors will be invited to participate. However, "Event Sponsors" will have their logs and name on advertising materials. A link to individual businesses will be provided for every exhibitor, as well as listed in the "Event Program."

The Exhibitor acknowledges his total responsibility for his display and the actions of his employees, agents, contractors or subcontractors in the area surrounding the display and will maintain direct control over all activities in his exhibit area.

The availability of electricity and water in any one area cannot be guaranteed by Contractor; however every feasible attempt will be made to obtain them in areas where they are indicated as being available.

The Contractor makes no guarantees as to the number of attending participants.

Upon signed contract, the Exhibitor agrees to participate in the event stated above on such date stated above. **Any cancellation 30 days or more before event date will result in a 25% of total show fee penalty. Any cancellation within 30 days before event date will result in loss of show fee.**

The Contractor is not responsible for loss or damages or both resulting from cancellation of show due to unforeseen circumstances, to include the Acts of God.

EXHIBIT TERMS AND CONDITIONS

1. Creating Marketing Results, LLC ("CMR") reserves the right to exercise its sole discretion in the acceptance or refusal of exhibit applications
2. Extremely loud noises such as bells, sirens, buzzers, excessively loud voices, etc will not be permitted in order to maintain a businesslike atmosphere.

INSTALLATION AND DISMANTLING

3. CMR outlines specific move-in and breakdown times in the Exhibitor Services Manual. **No part of an exhibit may be dismantled or abandoned during open exhibit hall hours.** If spaces are not vacated within the specified breakdown period, CMR reserves the right to remove materials and charge for all moving, storage, shipping, and other expenses to the participant. CMR will not be liable if such removal causes damage to materials.

PAYMENT INFORMATION

4. This application shall become binding upon receipt by CMR and will constitute a binding contract upon the applicant, subject to the terms, conditions, and regulations set forth in this contract. All monies are due and payable 30 days from invoice date. Exhibit space must be paid in full before Exhibitor is allowed entry into the Exposition Hall for setup.

EXHIBITOR CANCELLATION

5. Space cancellations are accepted in writing to CMR. Any cancellation 30 days or more before event date will result in a 25% of total show fee penalty. Any cancellation within 30 days before event date will result in loss of show fee.

CANCELLATION OF CONFERENCE

6. If any scheduled Show is canceled due to fire, strikes, government regulations, acts of God, or other causes beyond the control of CMR, CMR and its representatives shall not be held liable for failure to hold the Show as scheduled, and CMR shall determine the amount of exhibit fees to be refunded.
7. The participant agrees that CMR shall have the right to make such rules and regulations or changes in arrangements, as it shall deem necessary and to amend it from time to time. CMR shall have the final determination and enforcement of all rules, regulations and conditions.

RELEASE OF RESPONSIBILITY

8. CMR shall not be held responsible for the safety of the participants, or their property from theft, fire, accident, or other causes. Participants are advised to consult their insurance brokers for proper coverage on display material from the time it leaves their companies' premises until its return. Neither CMR nor any their officers, agents, employees, or representatives shall be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm, or injury to any person affiliated with, or property of, the applicant or any of its officers, agents, employees, or other representatives, resulting from theft, fire, accident, or other causes.
9. Participants hereby agree to indemnify, defend, and protect CMR and its employees from any and all claims, demands, suits, or liability for any damage, loss, harm, or injury to any person affiliated with, or any property of, the applicant or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage in loss of property, or from or out of any damage, loss, harm, or injury to the person or any property of the participant or any of its officers, agents, employees, or other representatives.
10. Participants or their agents may not allow any articles to be brought into the Show; or any act done on the premises that will invalidate the insurance or increase the premium on the policies held by the management nor permit anything to be done by their employees through which act the premises, property, or equipment of the other participants will be damaged. Participants must also comply with all union rules and regulations as they apply to the movement of freight and the setup and dismantling of exhibits. No signs or articles may be affixed, nailed, or otherwise attached to walls, doors, etc. in such manner as to damage them. All space is rented subject to these restrictions.
11. Violations of these rules will annul the participant's contract, and participant will be held liable for any damage resulting from such violation. These Terms and Conditions are part of the contract between the exhibitor and CMR.

IF THE ABOVE REGULATIONS AND ALL OPERATIONS POLICIES (INCLUDING THOSE OF EVENT VENUE ARE NOT OBSERVED, THE EXHIBITOR MAY BE REQUESTED TO VACATE HIS SPACE. UNDER THESE CIRCUMSTANCES, NO REFUNDS WOULD BE GIVEN.

FEES:

All fees must be paid by March 27, 2010. Booths not paid in full by that date are subject to cancellation with no refund. Note: All payments to be made in US funds. There is a \$35 administration charge for returned checks.

EXHIBIT SPACE ASSIGNMENT & ALLOCATIONS:

Exhibit space will be assigned by the trade show coordinator according to the date on which the application is received. **Management reserves the right to relocate exhibits as a result of changes in floor plan, or in the interest of optimum traffic control and exhibit exposure, or to avoid having competitive firms adjacent to or opposite each other. Management will do everything in its power to ensure this space is in a highly visible, high traffic area.** Management's decision with respect to assignment of exhibit space is binding to all parties. **Management reserves the right to decline, adjust, prohibit or expel an exhibit or exhibitor, which, in its judgment, is in conflict with the character of the exhibition; this judgment is all-inclusive as to persons, things, printed matter, product, conduct, sound level, etc.**

UNOCCUPIED SPACE:

Should any part of an Exhibitor's space remain unoccupied after beginning of show time, 11:00am, or should any space be forfeited due to failure to make proper payment, management reserves the right to rent said space, or use said space as deemed necessary.

INABILITY TO PERFORM:

If management is prevented from holding the exposition by any cause beyond its control, or if it cannot permit the Exhibitor to occupy his space due to circumstances beyond its control, management will refund to the Exhibitor all amounts paid, and management shall have no further obligation or liability to the Exhibitor.

AMENDMENTS:

Management shall have full power in the interpretation and enforcement of all rules contained herein and the power to make such amendments hereto and such further rules and regulations as it considers necessary for the proper conduct of the Exhibition.

The Exhibitor agrees to indemnify and hold harmless CMR and the event venue and their agents and employees from and against all claims, damages, losses and expenses including reasonable attorney’s fees in case where it shall be necessary to file an action, (1) arising out of the performance of the work herein which is one for bodily injury, illness, or death or for property damage, including loss of use and (2) caused in whole or in part by the Exhibitor’s negligent acts or failure to act or that of his agents, employees, contractor, or subcontractor or anyone employed by them for whose act the Exhibitor may be liable.

SECURITY & LIABILITY:

Exhibitor is responsible for security in the booth(s) during show hours. Management does not assume any responsibility for losses which might be incurred from pilfering or in any other manner. **Management will not be liable for loss or damage to the property of the exhibitor or his employees from theft, fire, accident or any other cause beyond its control.** Exhibitor agrees to hold the exhibit hall owners, its agents and employees and CMR, its agents and employees, free and harmless of any kind from all claims, demands, damages and liability whatsoever, asserted by any person or persons on account of 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.

Business Name:

Contact Name & Position:

Address: _____

City/State/Zip: _____

Telephone: _____ Cell: _____ Fax: _____

E-mail: _____ Web Page: _____

Product or Business Being Displayed:

EXHIBITOR BOOTH FEES:

Please Choose Booth Size:	Cost of Booth	Please √	Total \$
Double Booth	\$495		
Single 8-foot Booth	\$295		
Electricity	\$25		
Event Sponsorship	\$750		
		TOTAL \$:	

PRE-EVENT PROMOTIONAL OPTIONS:

Call CMR at 508-224-4044 for Custom Quotes on the Following Items:

Promo Items (i.e. Pens, Mugs, Notes, Apparel, etc.)	Web Ad
Brochures, Rack Cards & Marketing Materials	Trade Show Displays
Fliers & Posters	Trade Show Banners
Business Cards	E-Blasts

GRAND TOTAL OF EVENT BOOTH FEES & ADVERTISING: _____

Payment Method: CHECK (Must be received no later than 2 weeks prior to event date)

MONEY ORDER CREDIT CARD: MC VISA AMEX DISCOVER

Card #: _____ **Exp:** _____

PVC Code: _____

**(MC, VISA & DISCOVER: Last 3 Digits on back of card underneath signature line
AMEX: 4 Digits above card number)**

Name on Card:

Billing Address:

City / State / Zip:

Payment MUST be made in full with the signed Business Exhibit Agreement. NO EXCEPTIONS will be made. Registration will not be processed unless accompanied by full payment.

I have read and accept all of the conditions above.

Print Name (Exhibitor)

Authorized Signature for Exhibitor: _____ Date: _____

Authorized Signature for CMR: _____ Date: _____

- This agreement needs to be completed and forwarded by March 27th, 2010 for processing. Late applications will not guarantee space.**



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www.CMRevents.com
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