

NO OTHER NOTICES SHALL BE SENT PRIOR TO THE MAILING OF EXHIBITOR INFORMATION

IT IS THE RESPONSIBILITY OF APPLICANT TO MEET ALL DEADLINES AND INFORM SULLIVAN ARENA OF CHANGES IN ADDRESS OR TELEPHONE NUMBERS.

Make It Alaskan Festival 2010 October 1, 2 & 3, 2010
Sullivan Arena Exhibit Space Agreement

THIS AGREEMENT, (COMPLETED & SIGNED) MUST ACCOMPANY INITIAL PAYMENT BEFORE PROCESSING

ADDRESS AGREEMENTS AND OTHER COMMUNICATION TO:
SULLIVAN ARENA
1600 GAMBELL STREET
ANCHORAGE, AK 99501

REGISTRATION and BOOTH INFORMATION:
CALL (907) 279-0618 EXT. 144
WEEKDAYS: 12NOON – 4PM

I want the same booth space, please!
Please move me from the mezzanine level to

SAME PLACE YES / NO (Circle One)
MAIN FLOOR YES / NO (Circle One)

Any vendor requesting to move their space should describe general location (N or S mezzanine; main floor in a row; perimeter of floor; etc.) that they desire on a full-size sheet of paper and attach to this exhibit space agreement.

***Standard Booth Spaces are \$425.00 / *Food Booth Spaces are \$500.00** *(*Unless otherwise designated by Show Management)*

Deadlines: Oct. 30, 2009 \$425.00 Standard Booth Renewal First Right to 2009 Booth: Full Payment & Signed Contract Due
\$500.00 Food Booth Renewal First Right to 2009 Booth: Full Payment & Signed Contract Due

Includes \$225.00 non-refundable deposit for Standard Booths and \$250.00 non-refundable deposit for Food Booths. This deposit will hold my 2009 show booth space and/or my place in waiting list for preferred booth space for 2010 show.

Nov. 30, 2009 \$225.00 Non-Refundable Standard Booth Deposit & Signed Contract Due
\$250.00 Non-Refundable Food Booth Deposit & Signed Contract Due

This deposit will hold a 2010 booth space and/or my place in waiting for preferred booth space position until March 30, 2010.

Mar. 30, 2010 \$200.00 Non-Refundable Standard Booth Balance Due
\$250.00 Non-Refundable Food Booth Balance Due

Failure to meet this deadline results in forfeiture of all claims and deposits for 2010 show. Cancellation Fees May Apply.

Please make checks payable to the Sullivan Arena. No refunds on cancelled spaces after March 30, 2010. Additional cancellation fees and forfeiture may apply. Show management shall determine all booth assignments and necessary changes. The show management reserves the right of final booth assignments and to curtail exhibits whole or in part that reflect against the character of the show. Show management reserves the right to deny or revoke booth space (without refund) for non-compliance to the conditions set forth herein or in Exhibitor Information distributed prior to show. Exhibitor certifies by signature below that all items sold or displayed for sale **during MAKE IT ALASKAN FESTIVAL 2010** are either certified in the **MADE IN ALASKA** program or meet those eligibility requirements as specified in Alaska Statute 45.010-040. Exhibitor shall provide (minimum) 2.5 lb. 1A10BC Fire Extinguisher with current Tag Dated (12-Month) inspection tag.

Name of Company _____ 2009 Show Booth # _____

Name _____ MADE IN ALASKA Permit # _____

Address to send Exhibitor Information _____

City _____ State _____ Zip _____ Phone _____ Alt Phone _____ Email _____

TYPE OF PRODUCTS TO BE DISPLAYED: _____

Any vendor intending to sell (or offer samples of) any kind of food or beverage, is subject to clearance by the Arena's Concessions Manager. If cleared, then a food & beverage policy agreement must be completed, processed, and ultimately kept in booth at all times. A copy of the food & beverage policy can be obtained from the Sullivan Arena. Finally, it is the responsibility of such food vendors to obtain (minimum two weeks prior to show) all permits and licenses required by the Municipality of Anchorage's Health and Sanitation Department (343-6509).

PAYMENT AGREEMENT: Exhibitor agrees to pay for rented space as follows: \$425.00 per standard space and/or \$500.00 per food space **subject to terms outlines above.** This application for exhibit space at the **MAKE IT ALASKAN FESTIVAL 2010** will become a contract between applying exhibitors and the Sullivan Arena (show management).

(Sign Below) EXHIBITORS: Agrees to all terms and conditions set forth in both sides of this contract sheet.

DO NOT WRITE IN THIS SPACE
(For Show Office Use Only)

AUTHORIZED SIGNATURE

Total Rental _____

Payment / Deposit _____

Title _____ Date _____

Cash _____ Check Number _____

Balance Due _____

Accepted By: _____ Date _____
Authorized Management Signature

Cash _____ Check Number _____

TERMS AND CONDITIONS

1. USE OF SPACE

A. **LIABILITY:** The Exhibitor is entirely responsible for the space leased and shall not injure, mar, or deface the premises and the Exhibitor shall not drive nor permit to be driven any nails, hooks, tacks or screws in any part of any building. Furthermore, Exhibitor shall not affix to the walls or windows of building any advertisement, signs, etc., Or use scotch tape, masking tape or any other adhesive type materials on painted surfaces. The Exhibitor agrees to reimburse the facility and/or decorator for any loss or damage to the premises or equipment occurring in the space leased to the Exhibitor. Show Management and the sponsors shall not be liable to perform its obligations under its contract as a result of strikes, riots, acts of god, or any other cause beyond its control.

B. **AISLES:** The aisles, passageways, and overhead spaces remain strictly under the control of the Management and no signs, decorations, banners, advertising matter or special exhibits will be permitted in here except by special written permission by the Management. All exhibits, and their personnel must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, cause injury, or disadvantageously affect the display of the other Exhibitors. No interference with the light or space of another Exhibitor will be permitted.

C. **SPACE:** The space contracted for its to be used solely for the Exhibitor whose name appears on the contract and it is agreed that Exhibitor will not sublet or assign any portions of same without the written consent of the Management. In the event Exhibitor fails to occupy or use his space or to have his exhibit completed and in, all prepaid rents, and upon demand, pay any rental balance owing the Management. In the event Exhibitor fails to occupy or use his Space or to have his exhibit completed and in place by the Opening of the show, he shall forfeit his right to the space.

D. **ALL DEMONSTRATIONS** or promotional activities must be confined within the limits of the purchased space. Noise resulting therefrom must not interfere with the other Exhibitors.

E. **RESTRICTIONS:** The Management reserves the right to restrict or remove exhibits, without refund, that may have been falsely entered or may be deemed by the Management unsuitable or objectionable. This restriction Applies to noise, PA systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that might be objectionable to the show or the Management.

F. **OFFENDERS** will be asked to leave the area if any of the above are violated and as an Exhibitor offender, no refund will be given.

2. RULES FOR EXHIBITS

A. **ALL BOOTHS** and decorations must concur with the facility regulations, city ordinances and local fire codes. Any violations may result in the removal of any materials found to be in violation. Materials for booth decorations and construction must be fire retardant. Contact the Show Management if at all in doubt.

B. **INSTALLATIONS:** Any special carpentry, wiring, electrical or other work, gas, steam, water or drainage Connections shall be installed at Exhibitor's expense.

C. **LICENSES:** any and all city, municipal, state or federal licenses, inspections, or permits as required by law of any Exhibitor in the installation or operation of his display, shall be obtained by the Exhibitor at his own expense prior to the opening of the show. Anyone considering food sampling

or food sales must coordinate with the Arena Concession Manager prior to acceptance of the contract.

D. **RIGHTS OF MANAGEMENT IN EVENT EXHIBITOR IS NOT HELD;** Management shall not be liable for any damage or expense incurred by Exhibitors in the event the show is delayed, interrupted, or not held as scheduled and if for any reason beyond the control of Management the show is not held, Management may retain so much of the amount paid by Exhibitors as necessary to defray expenses already incurred by the Management.

E. **TERMS AND CONDITIONS:** This contract contains all the terms and conditions agreed on by the parties hereto and not other agreements, oral or otherwise regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

F. **SECURITY FOR RENTAL:** Failure on the part of the Exhibitor to pay the rental as specified under the contract shall entitle Management to seize all merchandise, materials, and exhibits displayed by the Exhibitor at the within described show, and to by the Exhibitor at the within described show, and to retain the same as security for any unpaid rental amount owing hereunder. Upon the expiration of seven (7) days after such seizure, Management shall have the right to dispose of same without notice to the Exhibitor whether by public or private sale in the manner determined solely at Management's discretion and without any obligation on the part of Management to affect any manner of publication respecting the date or any details or information as to when or how such sale is to be carried out.

G. **AMENDMENTS:** Exhibitor agrees to abide by the decisions of the Management concerning all matters pertaining to the administration and success of the show which are not specifically stated.

H. **ATTORNEY FEES:** In the event suit or action is brought by any party under this agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to a reasonable attorney fee to be fixed by the trial and appellate courts.

3. **SECURITY:** We wish to provide the tightest security possible for the protection of your exhibit properties. However, George M. Sullivan Sports Arena, SMG of Alaska, Inc., nor its insurance company(s) are financially liable for losses or "mysterious disappearances" of any kind. We recommend all Exhibitors contract their insurance agents to confirm proper coverage of exhibit materials. (Please read carefully the coverage provided by decorators and shipping companies to determine if additional coverage is necessary.) Any additional security must be arranged by the Exhibitor at his own expense, directly from the facility.

4. **GENERAL:** Exhibitor badges may be picked up by an authorized representative at the Show Office during move-in. Therefore, please prepare a typed list of all personnel working in the booth.

5. **LIABILITY:** Neither the George M. Sullivan Sports Arena, Make It Alaskan, Inc., SMG, SMG of Alaska, Inc., Facility Management of Alaska, Inc., Municipality of Anchorage, nor Their representatives, not any member of the above named will Be responsible for any injury, loss, or damage that may occur to the Exhibitor or the Exhibitor's employees or property from any cause whatsoever. The Exhibitor on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage, or injury. The facility will be locked and alarmed when the event is over each night, and the appropriate security measures will be taken.