



# HOME BASED TRAVEL AGENT FORUM

*The Official OSSN Show & Conference*



# APPLICATION & CONTRACT

Exhibits: May 25 & 26, 2010 • Seminars: May 24 - 26, 2010  
Town & Country Resort and Convention Center • San Diego, CA

**COMPANY INFORMATION** (The published Program Guide and online company profile will contain only the contracted company name or Exhibiting As name, address, fax and URL.)

Legal Company Name: \_\_\_\_\_  
 Exhibiting As: \_\_\_\_\_  
 Mailing Address (NO P.O. BOXES): \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Toll-Free: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Company Web Address: \_\_\_\_\_

**PRIMARY CONTACT INFORMATION**

Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Mailing Address (NO P.O. BOXES): \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**INVOICE/ACCOUNTING CONTACT INFORMATION (if different than primary contact)**

Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT SPACE**

Booth choices are used as a guideline. They are not a guarantee of space.  
 List desired booth location preferences by booth number; space is allocated in 100 square foot increments.

1<sup>st</sup> choice \_\_\_\_\_ 2<sup>nd</sup> choice \_\_\_\_\_ 3<sup>rd</sup> choice \_\_\_\_\_

**OFFICE USE ONLY**

Confirmed Booth Locations:  
 \_\_\_\_\_

**Exhibit Space Cost:** \$23.50/sq ft, \*Corner booths add \$100.00 to cost

Dimensions: \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ total square feet

TOTAL SQUAREFEET	X	SPACE COST SQ FT	=	BOOTH COST	+	*CORNER BOOTH	+	SPONSORSHIPS	+	DIRECTORY ADVERTISING	=	<b>TOTAL DUE</b>	<b>DEPOSIT DUE</b>

**SPONSORSHIP/PROMOTIONAL**

Sponsorships available on a first-come, first-served basis.

- PACKAGE SPONSORSHIPS**
- Dinner Reception\*\*\* ..... \$ 8,000
  - Lunch Meal Function\*\*\* ..... \$ 5,000
  - Breakfast Meal Function\*\*\* ..... \$ 2,000
  - General Session\* ..... \$ 5,000
  - Registration\* ..... \$ 4,000
  - Proprietary Seminar ..... \$ 9,000
- GENERAL SPONSORSHIPS**
- Badge Mailing Insert\*\* (3 Available) ..... \$ 1,500
  - Door Cling ..... \$ 1,000ea
  - Exhibit Hall Floor Graphic ..... \$ 1,000
  - Exhibit Hall Floor Graphics (Pkg. of 3) ..... \$ 2,500
  - Restaurant Sponsorship (2 Available) ..... \$ 5,000
  - Sports Bar Sponsorship\* ..... \$ 3,500
  - Show Bags\* ..... \$ SOLD
  - Show Bag Inserts\*\* ..... \$ 500ea
  - Lanyards\* ..... \$ 1,500
  - Conference Room Sponsor ..... \$ 3,000
  - Hotel Room Drop\*\* ..... \$ 3,000
  - Sports Bar Sponsorship ..... \$ 3,500

**ONLINE OPPORTUNITIES**

Payment due in full at time of purchase

- Official Online Floor Plan Sponsor\* ..... \$ 4,000
- Web Banner Ad ..... \$ 500
- Registration Confirmation Email\* ..... \$ 1,000
- Registration Page\* ..... \$ 2,500
- Event Schedule Sponsor\* ..... \$ 2,500
- Post FAMs & Specials ..... \$ 300ea
- Pre-Registration HTML e-Blast ..... \$ 300

**BANNERS**

- Lobby Banner (3' x 10') ..... \$ 1,500
- Outdoor Banner (4' x 15') ..... \$ 2,700

\* Exclusive Sponsorship  
 \*\* Sponsor must provide materials  
 \*\*\* Sponsor must pay for meal costs

**Total Sponsorship**

**SHOW DIRECTORY ADVERTISING**

- Front Inside Cover Color ..... \$ 1,500
- Back Inside Cover Color ..... \$ 1,500
- Back Cover Color ..... \$ 2,000
- Full Page Color ..... \$ 1,200
- Half Page Color ..... \$ 700
- Full Page Blk/Wht ..... \$ 600
- Half Page BLK/Wht ..... \$ 400

**Total Advertising**

**Details and Additional Sponsorships Available at [www.HomeBasedTravelAgentForum.com](http://www.HomeBasedTravelAgentForum.com)**

**METHOD OF PAYMENT - U.S. FUNDS ONLY. PLEASE CHECK ONE.**

- Check (Make payable to Travel Show Marketing Group, LLC)     Credit Card     Wire

*If paying by Credit Card, please use the Credit Card payment form on the invoice.*

For proper credit to your account, please identify Travel Show Marketing Group, LLC and your booth number if known. Exhibitor is responsible for any bank fees associated with payment. For Wire/ACH; (Call your account rep for wire transfer details)

**RETURN WITH PAYMENT TO: FAX CONTRACT TO:**

Travel Show Marketing Group, LLC (617) 337-5954

67 Monument Ave, Suite #2

Charlestown, MA 02129

We understand this application becomes a binding contract when accepted by Travel Show Marketing Group, LLC. We agree to abide by the General Information, Terms and Conditions published on the reverse side and those included in the Exhibitor Service Manual. (Sign below and print name of confirming signature.)

**REQUIRED** Printed Name: \_\_\_\_\_ Confirming Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## HOME BASED TRAVEL AGENT FORUM • TERMS AND CONDITIONS

### Defined Terms

The term "Event" means Home Based Travel Agent Forum, currently scheduled to be held May 24th-26th, 2010 at the Town and Country Resort & Convention Center, San Diego, CA USA. The Event is owned, produced and managed by the Travel Show Marketing Group, LLC. As used hereinafter, the term "TSMG" means, collectively, Travel Show Marketing Group, LLC and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, representatives, assigns and/or invites, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

### Contract Acceptance

This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of TSMG. Evidence of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests.

### Qualifications of Exhibitor

TSMG, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. TSMG reserves the right to restrict or remove any exhibit which TSMG, in its sole discretion, believes is objectionable or inappropriate.

### Assignment of Space

TSMG reserves the right to change the floor plan or the location of an Exhibitor's booth if TSMG in its sole discretion determines that to do so is in the best interest of the Event. TSMG will consider requests to keep certain companies from being next to each other, however there is no guarantee that by making this request you will not be located next to one of these companies. TSMG assumes no responsibility in such instances.

### Use of Space

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of TSMG.

### Cancellation by Exhibitor

If Exhibitor desires to cancel this Contract, the Exhibitor will be 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 and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries TSMG 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 TSMG 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 pre-estimate of these damages. TSMG reserves the right to treat Exhibitor's downsizing of both 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 of space.

### Cancellation by TSMG

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, TSMG may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. TSMG shall have no obligation to refund monies previously paid. TSMG reserves the right to refuse Exhibitor permission to move in & set up an exhibit if Exhibitor has any payment due to TSMG. TSMG is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

### Cancellation of the Event

If the Event is canceled due to circumstances beyond the reasonable control of TSMG (such as acts of God, war, government regulation, disaster, civil disorder, curtailment of transportation facilities, power outages, or other emergencies over which any party has no control, making it illegal or impossible to provide the facilities or to hold the function); the Exhibitor does not have the right to request a refund because the facility does not provide a service (e.g., electricity goes out and attendees cannot see exhibit). TSMG reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If TSMG changes the name of the Event, re-locates, or changes the dates for the Event to dates that are not more than 30 days earlier or 90 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but TSMG shall assign to Exhibitor, in lieu of the original space, such other space as TSMG deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. Exhibitor agrees that, except as expressly provided in this paragraph, it shall & hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

### Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by TSMG. If Exhibitor fails to install its display in its assigned space by 3:00 PM on May 25, 2010 or leaves its space unattended during the Exhibit hours, TSMG shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by TSMG.

### Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to TSMG a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in TSMG promotional materials.

TSMG shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. TSMG may also take photographs of Exhibitor's booth space, exhibit & personnel during, before or after the open hours of the Event and use such photographs for any TSMG purpose.

### Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

### Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of TSMG.

### Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

### Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

### Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by TSMG in its sole discretion. TSMG may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by TSMG as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by TSMG from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

### Installation and Dismantling

Exhibitors must comply with the move-in / move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, TSMG shall be permitted (at Exhibitor's sole expense) to remove and place in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges at no liability to TSMG.

### Contractor Services

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, TSMG has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines.

### Exhibit Guidelines

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of TSMG and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of TSMG. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and blimps must be approved by Show Management prior to the opening of the show, in accordance with the rules as outlined in the Exhibitor Service Kit. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

### General Terms and Conditions

TSMG has sole control over attendance policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, TSMG in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of TSMG.

### Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither TSMG nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither TSMG nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

### Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to TSMG), and hold TSMG and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by

Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property within the Exhibitor's space.

### Limitation of Liability

Under no circumstances shall TSMG or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not approved for the possibility of any such lost profits or damages. In no event shall TSMG's maximum liability under any circumstance exceed the amount actually paid to TSMG by Exhibitor for exhibit space rental pursuant to this contract. TSMG makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

### Insurance

Exhibitor shall, at its own expense, secure and maintain at all times during the event, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. (A) Workers' compensation and employer's liability insurance complying with the laws of the state in which the Event is being held; (B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and (C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Travel Show Marketing Group, LLC and each of its direct and indirect subsidiaries and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to TSMG, shall be promptly furnished to TSMG. Certified copies of the Certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to TSMG. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

### Outside Exhibits/Hospitality Suites

Exhibitor is prohibited, without express written approval from TSMG, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any TSMG-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through TSMG. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, TSMG reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

### Sound, Lighting and/or Laser Devices

The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. TSMG may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

### Fire and Safety Laws

The Exhibitor shall comply with all state, city & local laws and ordinances relating to fire, safety & health. Descriptions of these regulations is found in the Exhibitor Service Kit, however TSMG will not be responsible for any errors or omissions contained therein.

### Violation of Rules and Regulations

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Kit, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor may be prohibited from exhibiting at the future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by TSMG in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by TSMG of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

### Governing Law

This contract is governed by the laws of the State of Nevada as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Nevada shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Carson City, NV.

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

We understand this application becomes a binding contract when accepted by Travel Show Marketing Group, LLC. We agree to abide by the above General Information, Rules and Regulations, as well as all details outlined on the reverse side and those listed in the Exhibitor Service Kit.