



*Exhibit & Advertising
Availabilities*

*Barbershop Harmony Society
Midwinter Convention 2016
January 26-31, 2016
Reno, NV*





2016 Advertising Contract
Midwinter Convention - Reno, NV

PREVIOUS EXHIBITOR: YES NO

ORGANIZATION NAME:

CONTACT NAME:

EMAIL:

ADDRESS:

CITY:

ST/PROV:

ZIP/POSTAL:

PREFERRED PHONE:

FAX:

Exhibitor Options (Limited Spaces Available)
Booth Space Quartet or Chorus / Commercial
Big Screen Ads
Program Ads
TOTAL COST: \$
50 % of Payment due with upon signature and receipt of contract. Balance due by January 15, 2016.
Products / Services:
Please describe the products or services that you will be exhibiting:
RETURN INFORMATION:
Email the Application with payment information to:
Mark Holdeman
Phone: 817-504-1793
bhs_exhibits@sbcglobal.net
Method of Payment
Credit Card
Check or Money Order

1. **ACCEPTANCE OF EXHIBITORS:** BHS reserves the right in its sole and absolute discretion to refuse to accept any person or company as an exhibitor.
2. **ADVERTISING AT THE HOTEL/EXHIBIT HALL –** Mass distribution of invitations, handbills, stickers, etc. outside of your booth area **either by hired staff or your own personnel**, is strictly prohibited. Any removal expenses incurred by Show Management due to any infraction of this rule will be billed to the offending exhibitor. Exhibitors may not make cash sales of any product at their booth.
3. **AMENDMENTS:** BHS shall have full power to make or amend its regulations, terms and/or show dates. If any portion of this Application and Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.
4. **AMERICANS WITH DISABILITIES ACT (ADA):** Exhibitors must be in full compliance with the Americans with Disabilities Act.
5. **ASCAP/BMI:** Exhibitors are responsible for all applicable ASCAP/BMI music licensing fees.
6. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in the State of Tennessee in accordance with the commercial arbitration rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
7. **ATTENDANCE:** BHS makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees at any particular event produced by BHS.
8. **BOOTH CONSTRUCTION:** All Exhibitors are expected to comply with booth construction regulations outlined in its agreement. If applicable, it is the Exhibitor's responsibility to supply these regulations to its exhibitor appointed contractor.
9. **BOOTH CONTENT:** BHS reserves the right to exclude the showing of film, photos, games or other software in the exhibit area which are deemed objectionable, including explicit or simulated sex, nudity, bloodshed or mutilation. Adult out call and escort services, and the promotion of the same are not permitted by BHS. BHS will disconnect the electricity of, or close the exhibit of any Exhibitor deemed to violate these rules.
10. **CANCELLATION BY EXHIBITOR:** All cancellations must be in writing, return receipt requested and shall become effective when received by BHS. Both the Exhibitor and BHS acknowledge that BHS will sustain substantial losses if the Exhibitor cancels its Application and Contract. Even though BHS will exercise its best efforts to mitigate the damages associated with the Exhibitor cancellation, the parties agree that BHS will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages if the Exhibitor cancels its exhibit space on or within the time periods specified below. Should the Exhibitor cancel all, or part, of the exhibit space contracted for hereunder after the date BHS accepts and signs this Application and Contract, Exhibitor is liable for: a) 25% of the total exhibit space cost if cancellation is made before January 1, 2016, or b) 50% of the total exhibit space cost if cancellation is made between January 1, 2016 and January 15, 2016 and c) 100% of the total exhibit space cost if canceled on or after January 15, 2016. All payments made or due to BHS shall be fully earned and non-refundable, in consideration for expenses incurred by BHS and its lost or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by the Exhibitor as liquidated damages and are not applicable toward any future BHS sponsored shows or events. BHS will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. This balance must be paid in full before exhibitor can exhibit in any other BHS events.
11. **CANCELLATION BY SHOW:** Exhibitor's space may be canceled by BHS for failure to make payments when due or failure to comply with BHS regulations. If space is canceled by BHS, Exhibitor will be notified in writing. It is further agreed that based on the timing of such cancellation, as evidenced by letter notification, the Exhibitor is liable for the same cancellation charges as referred to in Section 2. Upon such cancellation, BHS may lease the canceled space to another exhibitor at its discretion. BHS will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. If the Exhibitor cancels its participation, BHS may, at its discretion, cancel all other contracts between the Exhibitor and the BHS.
12. **DEFAULT OCCUPANCY –** An exhibitor failing to occupy contracted space by 9:00am, Wednesday, January 27, 2016 will lose the right to such space and Show Management has the right to use such defaulted exhibit space as it sees fit. Exhibitors who lose exhibit space as described herein are not relieved of the obligation of paying the full rental price for this space.
13. **DIRECTORY LISTING/SEPARATE EXHIBITOR REGISTRATION:** Only the name of the Exhibitor which appears upon the face of this Application/Contract may be placed in the exhibit space, in the Show's printed list of Exhibitors, if any, and on exhibitor badges. **It is further agreed that the Exhibitor shall not assign, share or sublet any part of its exhibit space without the express written consent of BHS.** In the event a request for separate exhibitor registration and/or additional directory listing is approved, a \$250 fee will be charged for each additional company. BHS maintains the exclusive right to publish and distribute the list of Exhibitors. However, a publisher may include the list of Exhibitors as part of an ongoing publication. If BHS produces an Exhibitor directory, as a service to Exhibitors BHS will identify in the Official Directory each Exhibitor who completes and returns the necessary directory listing form by the established deadline; however, BHS will incur no liability for any errors, omissions or format changes in the directory.
14. **EXHIBIT BOOTH DISPLAY LIMITATIONS –** All display structures and materials must be placed within the confines of your rented exhibit space. There are no height limitations on exhibits or display materials. **However, exhibitors must take caution not to impair the line-of-sight of adjacent booths.** Show Management reserves the right to make final determination about any necessary adjustments in displays to correct line-of-sight infractions. **Each exhibitor is responsible for the cost of securing materials to cover any exposed and unfinished portions of their booth structure.**
15. **EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.:** Exhibitors are solely responsible for the safety of their exhibits.
16. **EXHIBITOR INTELLECTUAL PROPERTY:** Exhibitor warrants that it owns all intellectual property to be used in promotion at BHS or exhibited at BHS, and agrees to defend, at exhibitor's expense, and to indemnify BHS for any action brought against BHS arising out of any dispute over intellectual property.
17. **EXHIBIT SPACE AMENDMENTS:** This Application and Contract indicates your original exhibit space assignment. Any changes to your assignment will be indicated to you on a contract addendum form. BHS further reserves the right to move or reallocate exhibitor's booth space to a new location in the interest of a better showing of exhibits, or it may cancel this agreement for the betterment of the overall Show or for any other reason deemed necessary by the BHS. Exhibitors will be notified in writing of such movement. All terms of the contract, including cancellation policy, remain in effect upon such movement of booth space by BHS.
18. **FLOOR PLANS:** BHS publishes floor plans that are provided by the exhibit facility and are believed to be correct. BHS strongly encourages Exhibitors to verify these floor plans directly with the exhibit facility.
19. **INSURANCE –** Exhibiting companies are responsible for insuring their own display/materials/personnel and associated equipment. Neither the Barbershop Harmony Society, its representatives, nor the exhibit facility may be held responsible for damage to or loss/destruction of displays/ materials. All claims for any such loss, damage or personal injury are hereby waived by the exhibiting companies.
20. **LIABILITY –** Exhibiting companies hereby release, relinquish, discharge and agree to indemnify, protect, and hold harmless the Barbershop Harmony Society and its agents from any and all claims, demands, liabilities, costs and expenses for injury, including death to persons, and any loss of or damage to property caused by, growing out of, or happening in connection with the use of or enjoyment by: the exhibiting company, its management, personnel, guests or visitors, of the hotel and convention center facilities or equipment.
21. **NOISE ABATEMENT POLICY:** A maximum noise level of 95 db's will be enforced in all exhibit areas. Exhibitors demonstrating audio equipment of any type in an open display should use a sound chamber or acoustically contained area to restrict sound levels from intruding on adjacent exhibits. Exhibit design should be such that speakers face into the booth and not toward the aisles. Demonstrations found to be objectionable due to noise level will be closed down in accordance with the BHS exhibitor noise abatement policy described in this agreement. Exhibitor shall not receive a refund or damage compensation from BHS for any action imposed in the enforcement of the noise policy. Exhibitors are responsible for supervising the actions of all visitors and employees operating display equipment located in their exhibit area.
22. **NO-ORAL MODIFICATION CLAUSE:** This Application and Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of BHS will be enforceable.

23. **OPERATION OF EXHIBITS:** Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited: preparation of food, promotional contests that require physical skill, promotion of other industry expositions without prior consent of BHS, and unauthorized taking of photographs. Personnel must be dressed appropriately and confine their activities to the exhibit space of the Exhibitor by whom employed. Exhibitors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. BHS reserves the right to prohibit promotions found objectionable. Booths must be staffed at all times during scheduled exhibit hours, unless prior written permission is received from show management. Booth personnel must be 16 years of age or older.
24. **PROTECTION OF THE BUILDING** – Signs or displays may not be taped, posted, thumb-tacked, nailed or otherwise affixed to any part of the Hotel or outside of your rented exhibit space.
25. **RECEIPT AND REMOVAL OF FREIGHT:** No exhibit or portion thereof may be removed from the exhibit facility during the Show. Only Exhibitors showing proper exhibit credentials and personal identification will be permitted to take merchandise out of the facility. If any Exhibitor fails to remove its freight in the allotted move-out time, BHS reserves the right, at the Exhibitor's expense, to ship the freight through a carrier of its own choosing or to place same in a storage warehouse.
26. **RELOCATION OF EXHIBITS** – Show Management reserves the right to alter locations of booths as shown on the official floor plan. Exhibitors whose booth sites are affected will be notified immediately.
27. **RESPONSIBILITY FOR PROPERTY:** In no case will BHS be responsible for theft, loss or damage to Exhibitor's product or booth. Exhibitor agrees that it is wholly responsible for protecting its property on and off Show premises. Exhibitors are encouraged to secure their exhibits and products and should insure their property (from the time it leaves their warehouse until it returns) at their own expense.
28. **SHARING OF EXHIBIT SPACE** – Exhibitors may not share, sublet or lease exhibit space to another company without permission from Show Management. Under no circumstances can two companies share a single 10' x 10' booth space.
29. **SPACE REDUCTION:** All space reduction requests must be in writing and shall become effective when received by BHS. Exhibitor is liable for a) 25% of the difference in the cost between the originally contracted rate and the new rate if cancellation is made before January 1, 2016, or b) 50% of the difference in cost if reduction is made between January 1, 2016 and January 15, 2016 and c) 100% of the difference in total exhibit space cost if reduction is made on or after January 15, 2016.
30. **SPECIAL ELECTRICAL, CLEANING, CATERING SERVICES, ETC.:** For insurance, safety and security purposes, electrical, cleaning, catering, drayage and other special services needed by individual Exhibitors are provided only when the Exhibitor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services.
31. **VIOLATIONS OF REGULATIONS:** If BHS shuts down Exhibitor's booth due to Exhibitor violating BHS rules and regulations, exhibitor will not receive a refund or damage compensation from BHS.

ACCEPTANCE OF TERMS – I, the duly authorized representative of the above company, on behalf of said company, have read and agree to abide by the guidelines and regulations outlined in this contract including the provisions on liability and insurance and the regulations detailed in the exhibitor service kit. I have completed all sections of this form according to the instructions. I understand that violations of any of these regulations by my company are subject to such penalties as may be recommended by the Exhibits Manager, including possible exclusion from future Barbershop Harmony Society expositions.

X _____
Signature of Exhibitor

X _____
Signature of Barbershop Harmony Society Representative

Date:

Date:

NOTE: Retain a copy of this form for your files.

Email the Application with payment information to:

Mark Holdeman

817-504-1793

bhs_exhibits@sbcglobal.net

(Checks/Money Orders can be mailed to Mark Holdeman, BHS Exhibits - 3713 Century Pl., Apt. 1004, Fort Worth, TX 76133)