

# APPLICATION & CONTRACT FOR EXHIBIT SPACE

The undersigned (hereinafter, called the "Exhibitor") hereby applies for space in National Fitness Productions' "TheFitExpo Virtual Experience," held on September 26-27, 2020



September 26-27, 2020

COMPANY NAME:

BRAND NAME TO BE LISTED ON FLOOR PLAN:

PRIMARY CONTACT NAME:

SECONDARY CONTACT NAME:

COMPANY ADDRESS:

CITY:

STATE:

ZIP:

COUNTRY:

PRIMARY CONTACT PHONE:

SECONDARY CONTACT MOBILE:

PRIMARY CONTACT EMAIL:

SECONDARY CONTACT EMAIL:

WEBSITE:

SOCIAL MEDIA HANDLES:

## 2. BOOTH PRICES:

Each booth is \$699

Total Booth Fee: \$ \_\_\_\_\_

Total Payment Enclosed: \$ \_\_\_\_\_

## 3. PAYMENT

☐ Option 1. CREDIT CARD (Visa/MC/AE/Discover)  
Submit credit card authorization form.

☐ Option 2. CHECK OR MONEY ORDER  
(MAKE CHECK PAYABLE TO: NATIONAL FITNESS PRODUCTIONS)

National Fitness Productions / Erin Ferries  
722 Americana Way #201  
Glendale, CA 91210  
Phone: (888) FIT-EXPO  
Fax: (818) 230-0468  
sydney.redisich@thefitexpo.com

## 4. PRODUCTS TO BE EXHIBITED:

**MUST BE FILLED OUT FOR CONTRACT TO BE ACCEPTED**

**5. CONTRACT:** This contract shall not be binding unless and until it is accepted and approved in writing by National Fitness Productions. The rules and regulations printed on the reverse side hereof shall constitute part of this contract and the exhibitor agrees to abide and conform thereto. In witness whereof, the Exhibitor applicant has caused this contract to be signed by an officer of the company or person duly authorized:

Authorized Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Applications that are incomplete or illegible will be returned for completion before booth assignment can begin.*

TheFitExpo Virtual Experience Expo ("Show"), being held on September 26-27, 2020 ("Event Date"), is a Public Show and forum for companies and individuals involved in all aspects of health and fitness. As such, the aesthetics and other standards governing the Show must be uniform and of high quality. To that end, the Show and its authorized representatives and assignees (hereinafter referred to as Show Management, reserve the right to refuse display space to, and to close the exhibit of, anyone whose products, displays or conduct are not, in the opinion of Show Management, compatible with the general character and objective of the Show. By submitting an application, the applicant agrees to be governed by the decision and direction of Show Management relative to the character and conduct of the Show.

1. It should be understood that Show Management's primary concern and objective is to provide a consumer Show that best serves the needs of exhibitors and attendees. Therefore, all decisions concerning allocation of Show Space, the nature and mix of exhibitors, and the acceptance or non-acceptance of any application are within the sole discretion of Show Management.

2. Applications submitted must be accompanied by payment in full. All exhibit space payments shall be in US Dollars, through a US Bank or international money draft or credit card company.

3. Cancellation. If Show Management receives notification of cancellation from Exhibitor at least 45 days before Event Date, 100% of the payment minus a \$75 processing fee will be refunded. After that date, the payment will be forfeited. All cancellation requests must be in writing and acknowledged by NFP.

4. No Exhibitor will assign or share the space allocated with another firm, person or entity. Exhibitor is not permitted to feature names or advertisements of non-exhibiting firms, distributors or agents. Exhibitors must display only goods and services, manufactured or marketed by it in the regular course of its business. Should an article of non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business.

5. Show Management makes no claims as to the Show's suitability for a particular purpose of the Exhibitor, and the Exhibitor expressly agrees that the expectations and responsibility for benefit are solely its own.

6. It is conceivable that, during the Show, circumstances may arise that substantially handicap the operation of or prevent the occupancy of a particular exhibit space. If such circumstances are under Show Management's direct control and are not addressed specifically or generally in these rules and regulations, or in materials provided by Show Management to Exhibitors, Show Management may provide a remedy to the Exhibitor by terminating the contract. In such an event, Exhibitor's sole and exclusive remedy shall be a refund of all charges of space paid to Show Management, prorated for the number of days the exhibit was operated. The Exhibitor expressly agrees that Show Management shall not be held liable for fees, costs and losses or expenses beyond those paid directly to Show Management, or for any other consequential damages.

7. Your Content. (a) All Your Content: (a) shall be accurate and correct, and shall not violate the copyright, trademark, patent, trade secret, right of publicity, right to privacy, or any other intellectual property or other legal right of any third party; (b) you shall pay for all royalties, fees and any other monies owing any person by reason of any of Your Content that you post to the Platform, (c) Your Content may be subject to size and usage limitations, and you are responsible for adhering to any such limitations

8. Quality and Review of Your Content. We do not and shall not have any obligation to review, monitor, check or investigate Your Content, and therefore we do not guarantee the accuracy, integrity or quality of any of Your Content or the Content of any other person posted to the Platform. Thus, we cannot assure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable Content will not appear on the Platform, and we are not responsible for any Your Content or the accuracy or opinions expressed by any Your Content. Show Management (a) has the absolute right (but not the obligation) to pre-screen, monitor, review, flag, filter and remove any and all of Your Content in Show Management's sole discretion, and we reserve the right to alter, edit, refuse to post or remove any of Your Content, in whole or in part, for any reason or for no reason as determined by Show Management in our sole discretion, and (b) has the right to disclose Your Content and the circumstances surrounding its transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request or to protect ourselves, other Platform users or service providers or any other person, as determined by Show Management in our sole discretion.

9. Usage Restrictions. You shall not use the Platform in any manner that enables you (or any other person) to: (a) copy, modify, create a derivative work of, any Content, or (b) copy, modify, create a derivative work of, reverse

engineer, translate, adapt or decompile or otherwise attempt to extract any software underlying any portion of the Platform or the source code of the software underlying the Platform or any portion thereof;

(b) interfere with operations or services provided by the Platform or otherwise disrupts the Platform in any way;

(c) interrupt, destroy or limit the functionality of, any computer software or hardware or telecommunications equipment (including without limitation by means of software viruses, Trojan horses or any other computer code, files or programs);

(d) infringe any copyright, trademark, trade secret, patent or other right of any party (including the promoting of an illegal or unauthorized copy of another person's copyrighted work), or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);

(e) is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable, as determined by Show Management in our sole discretion;

(f) create a false identity or otherwise attempts to mislead any person as to the identity or origin of any communication;

(g) export, re-export, or permit downloading of any message or content in violation of any export or import law, regulation, or restriction of the United States and its agencies and authorities, or without all required approvals, licenses, or exemptions;

(h) cause us to lose (in whole or part) the services of our internet service providers or other suppliers;

(i) consist of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or otherwise transmits, posts or sends unsolicited commercial messages, removes or modifies any postings, unauthorized commercial advertisements, affiliate links, and other forms of solicitation;

(j) link to materials or other content, directly or indirectly, to which you do not have a right to link or which Show Management determines in our sole discretion is not appropriate to be linked to from the Platform; or

(k) violate, or encourages others to violate any applicable local, state, national, or international law.

(l) Reporting Violations. You shall immediately notify us in writing of any of Your Content or any other Content that you view through the Platform which you deem to be offensive, inappropriate or otherwise a violation of the terms in this agreement.

10. Proprietary Rights. Content provided by Show Management or any of our third-party licensors is protected by copyright, trademark and other laws of the United States and/or other jurisdictions. Other than for Your Content and third party Trademarks appearing on the Platform, you acknowledge and agree that as between you and Show Management, all right, title and interest (including without limitation all copyright, trademark, patent, trade secret and other intellectual property rights) in and to Platform (including without limitation all other Content appearing therein) is owned by Show Management, and that you have no rights in and to the Platform. Except for that information which is in the public domain and is not otherwise limited by third party rights or for which you have been given express written permission by Show Management, no Content (other than for Your Content as uploaded by you to the Platform alone) may be sold, copied, reproduced, republished, uploaded, displayed, posted, transmitted, distributed, modified, publicly performed, used in any derivative works based thereon or otherwise used for any public or commercial purpose without Show Management prior written consent or, where applicable, that of our licensors. However, you may print copies of materials on the Platform for your personal, noncommercial use only, provided that you must keep intact all copyright, Trademark, and other proprietary notices appearing therein. For clarity and without limiting the foregoing, please note that Content posted by other Platform users (i.e., our other exhibitors and our Virtual Venue attendees) may also be protected by copyright, trademark patent and other rights under the laws of the United States and/or other jurisdictions, and no rights in such Content whatsoever are granted to you other than those expressly granted herein or by the owner of such Content.

11. Grant of License to Your Content. By posting Your Content to the Platform, you automatically grant, and represent and warrant that you have the right to grant to Show Management, a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), assignable, fully-paid, royalty-free, and worldwide license to use, copy, modify, adapt, publish, make, sell, publicly display, create derivative works of or incorporate into other works all of such Your Content (in whole or in part), communicate to the public, distribute (through multiple tiers), perform or display all of such Your Content (in whole or in part), in any form, media, or technology now known or later developed, and to grant and authorize sublicenses of the foregoing through multiple tiers

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of sub-licensees, including the right to exercise the copyright, publicity, and any other rights over any of the materials contained in all of such Your Content for any purpose, including without limitation (a) for purposes of advertising and publicity on the Platform and elsewhere and (b) otherwise to generate revenue or other remuneration. Show Management shall not be limited in any way in the use, commercial or otherwise, of any of such Your Content, and you hereby waive any moral rights (or "droit moral") in, or approval rights to, such Your Content. For clarity and without limiting the foregoing, we reserve the express right to incorporate any of Your Content into any further work, in any medium now or hereafter known, without prior consent or review, and without attribution or payment of any royalty or fee whatsoever.

12. Links; Third Party Websites. The Platform may provide links to third party websites that we believe may be of possible interest to Exhibitor. Because Show Management does not endorse or otherwise have control over such websites, we are not responsible or liable, directly or indirectly, for (a) the availability of such websites, (b) any content, data, text, software, music, sound, photographs, video, messages, tags, links, advertising, services, products, or other materials on or available from such websites, (c) Exhibitor's participation, correspondence or business dealings with any third party found on or through the Platform regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, which are solely between Exhibitor and any such third party, or (d) any damage or loss caused or alleged to be caused by or in connection with your interaction with any such third party or any other third party whom you form a connection with through or because of the Platform. Exhibitor's use of any website linked to from the Platform is subject to the policies and procedures of the owner of such website, and your use of all such websites is subject to such policies and procedures.

13. Filming of event. Show Management will be recording the Event and using the resulting footage for promotional purposes. Exhibitor hereby grants Show Management the exclusive, perpetual, irrevocable, worldwide, royalty free right and permission to use, distribute, publish, exhibit, perform, digitize, broadcast, display, reproduce, and otherwise use Exhibitor's name, image, likeness, voice and biography (or any copyrighted material or trademarks owned and displayed by Exhibitor), and the name, image, likeness, voice and biography of each of Exhibitor's representatives who may be recorded at the Event, in any manner or media whatsoever (whether now known or hereafter devised) for Show Management's business purposes including without limitation for the purposes of streaming on demand and for advertising or trade in promoting and publicizing the Events, Show Management and Show Management products and services. Neither Exhibitor nor any of its representatives may film, photograph or otherwise record any portion of any Event, in any manner, without the prior written consent of Show Management.

14. Exhibitor may elect to have a booth representative present in the virtual exhibit booth and exhibit must be fully operational at all times Show is open. Booth representatives must be properly clothed, in keeping with the Show environment.

15. Third Party Services Generally. Exhibitor acknowledges and agrees that Exhibitor's participation, correspondence or business dealings with any third party in connection with the Event (regarding payment and delivery of specific goods and services or otherwise, and any other terms, conditions, representations or warranties associated with such dealings, are solely between Exhibitor and such third parties. Exhibitor agrees that none of the Show Management Parties (as hereinafter defined) shall be responsible or liable for any loss, liability or damage of any kind incurred as a result of such dealings.

16. It is required that the Exhibitor obtain complete broad form product liability insurance coverage, at its own expense.

17. Any failure of an Exhibitor to make any payment when due hereunder and any failure to comply with any other provision hereof is an Event of Default. Upon occurrence of an Event of Default, Show Management shall have the right to reassign the Exhibitor's booth, including the right to take possession of such space and to reallocate it to another Exhibitor. Inasmuch as damages upon the occurrence for an Event of Default are extremely difficult or impractical to calculate, the parties agree that Show Management shall be entitled to retain as liquidated damages, and not as a penalty, all sums paid by the Exhibitor to Show Management. Such liquidated damages shall be in lieu of any other remedy available to Show Management, provided however, that the foregoing liquidated damages provision shall be inapplicable to any Events of Default. Show Management may resort to any remedy available to it at law or in equity with respect to any Event of Default occurring with regard to liability and Exhibitor's insurance coverage.

18. Limited Warranty. ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. Exhibitor UNDERSTANDS AND AGREES THAT SHOW MANAGEMENT'S SERVICES AND THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE". SHOW MANAGEMENT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SHOW MANAGEMENT MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH SHOW MANAGEMENT'S SERVICES OR WEBSITES, OR THAT THE SERVICES WILL MEET ANY OF EXHIBITOR'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND WEBSITE ARE AT EXHIBITOR'S SOLE RISK. SHOW MANAGEMENT IS NOT LIABLE FOR ACTS OR OMISSIONS OF OTHER SERVICE PROVIDERS, FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND SHOW MANAGEMENT'S REASONABLE CONTROL.

19. Force Majeure. Show Management will not be responsible for delays and/or defaults in its performance due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of terrorism, wars, hostilities, revolutions, riots, civil commotion, national emergency, fire or explosion, flood, force of nature, embargoes, accidents, acts of God, or stability or availability of the Internet, the elements; telecommunication system failure; technology attacks, epidemic; quarantine; viruses; strike; lockouts; disputes with workmen or their labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or request of any governmental authority; or any other cause beyond Show Management's control, whether or not similar to the foregoing.

20. Indemnification. In addition to its indemnification obligations, Exhibitor shall defend, indemnify and hold harmless National Fitness Productions and its Affiliates and their respective employees, officers, directors, third-party providers and other agents (each, an "Indemnitee"), without limitation, from any third party claim arising from: (i) Exhibitor breach of Acceptable Use as defined above; and/or (ii) the Exhibitor Content or the Website hosted by Show Management. Exhibitor is solely responsible for the Exhibitor's Content and represents to Show Management that it has obtained all required consents and rights to provide to Show Management any personal data included in the Exhibitor's Content and to authorize Show Management to use and display such information as contemplated by this Agreement; however, Show Management reserves the right, in its sole discretion, to remove any Exhibitor Content from the Website that is in breach of, or inconsistent with, Exhibitors obligations under this Agreement.

\_\_\_\_\_. I have read and agree to the terms and conditions of this Application.  
Initials

Revised: June 19, 2020