Return to: Joe Weider's Mr. Olympia Kathleen Fielder 21100 Erwin Street Woodland Hills, CA 91367 FAX (818) 226-0139



## **Application for Exhibit Space**

Joe Weider's Mr. Olympia Expo 2005 October 13-15, 2005 Las Vegas Convention Center Las Vegas Nevada

The undersigned applicant hereby applies for space in the Joe Weider's Mr. Olympia Expo 2005 subject to the rules and regulations and instructions of the Management, and its agents, as stated herein or incorporated herein by reference. We have read and agree to abide by all instructions, exhibitor information and the rules and regulations, which are part of this agreement.

EXHIBIT SPACE REQUES		BOOTH FORMATION:	
Number of booths requested: _ Sponsors receive placement pr		(inline/float/corner/special) Booth Number(s) requested:	
EXHIBIT SPACE RATES: Booth price requests for corner and "float back wall drape and 3" high sick sign. Exhibitor service kits for Full payment must accompant Make checks payable (in U.S. do	ce is \$2,500 per 10'x1 ting" booth formation de rails, one (1) 6'dra additional items and ny this application for blars) to: American Me	10' exhibit space. <u>Additional 10%</u> ns. All funds are payable in U.S. duped table, two (2) side chairs, on information to be mailed by Cha	premium positions fee will be charged for al ollars. Rental price includes standard 8' high te (I) wastebasket and 7"x44" exhibitor ID ampion Exposition Services.  a 1.5% processing fee will be added.  Olympia.
BOOTH SIGN & DIRECTORY	LISTING/Exhibitor N	Name:	
			,
Phone:	Fax:	Website:	
We agree to exhibit the foll	owing products or s	ervices:	,
open to other exhibitors. V relocation if it becomes necessary of his space. No person related events.  Initial Below  We have read the Rules and which are part of this agreed initial Below  Signatory agrees to convey the Joe Weider's Mr. Olympia	Ve fully understand that this ap essary or advisable in the sole in, firm, or organization not ass Regulations on the reverse sid ment. all rules and regulations herein a Expo as outlined in the service	plication shall become a binding contract upon judgment of Management. No exhibitor shall as signed to exhibit space shall be permitted to exhibit space to abide by all instruction and subsequently received to all parties involve kits.  act on their behalf with respect	idly paid for at time of application space will be acceptance by the Management. Exhibitor agrees to accept ssign, sublet or apportion the whole or any part of his or libit or solicit business within any occupied part of the show or ans, exhibitor information and Rules and Regulations, and in setting up and manning firm's booth space at to the exhibit space
		Mgmt. Information:	
		EMAIL:	
ADDRESS:			
CITY:	STA	TE:ZIP:	
AUTHORIZED SIGNATURE:			
NAME AND TITLE:			
Violation of the Joe Weider's Mr. Olyn	mpia Rules and Regulation	ereof are part of this agreement ns could result in expulsion from the Even	t without refund
APPLICATION WILL NO	OT BE ACCEPTED I	F ALL AREAS ARE NOT COM	PLETE, <u>THIS FORM MUST BE TYPED</u>
For office use only	Accepted for Joe We	eider's Mr. Olympia Expo 2005	Date

Received

Balance Due\_

**Booth Formation\_** 

Total

**Booth Space Assigned** 

## Joe Weider's Mr. Olympia Expo 2005 October 14 & 15, 2005 Rules and Regulations Governing Exhibits

- 1. The Joe Weider's Olympia Expo ("the Exposition") is owned and operated by American Media, Inc. and the International Federation of Bodybuilding, referred to hereinafter as "Management." Applicant agrees to abide by all instructions, exhibitor information and Rules and Regulations of Management. Except as contained herein, management makes no representations or warranties, expressed or implied. Any changes in this agreement must be in writing and signed by both parties. Management shall have sole discretion in the interpretation and enforcement of all Rules and Regulations contained herein and the power to make amendments thereto, and such further Rules and Regulations as it shall consider necessary for the proper conduct and success of the Exposition. The failure of Management to insist upon a strict performance of any of the Rules and Regulations shall not be deemed a waiver of any rights Management may have.
- 2. Management reserves the right to decline, prohibit or expel any exhibit which in its sole judgment is out of keeping with the character of the Exposition, including but not limited to persons, display materials, printed matter, product and conduct. Management reserves the right to determine in their sole discretion, the eligibility of all exhibit space applicants and individual products to be exhibited.
- 3. Management reserves the right, in their discretion, to alter the exhibit hours or floor plan arrangements in any manner which is in the best interest of the Exposition. Assignment of space shall be made by Management in its sole discretion. Location preferences will be accommodated as far as possible. Acceptance of an applicant does not imply endorsement of exhibitor's products or service, nor does rejection imply lack merit of same.
- 4. Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the exhibitor's booth and no part of any exhibit or product may extend into any aisle. No exhibitor shall so arrange his exhibit as to obscure or prejudice adjacent booth exhibitors in the sole opinion of Management. No Exhibitor may assign, sublet, or apportion the whole or any part of the space allotted neither him nor exhibit therein any other goods than those manufactured or sold in the regular course of business by the exhibitor. Identification badges are not transferable. Admission will be badge only.

The standard booth equipment furnished will consist of an 8-foot high back wall of draperies with aluminum uprights and stanchions with the division rails 36 inches high covered with draperies. Exhibit booth structures that will extend out from the booth backline to the aisle and that will be higher than 3 feet must be approved by Management. Exhibitors building to these specifications must finish the back or side portions of their exhibit so that these exposed areas will not be objectionable to adjacent exhibitors. Management reserves the right to have such finishing done or masking drapery installed, billing the exhibitor for charges incurred. No build-up exhibits or other construction shall exceed 8 feet in background height including company name or other advertising unless approved by Management.

- 5. Exhibitors shall be bound by and comply with, at exhibitor's sole cost and expense, all applicable national, state, city, municipal and other laws, codes and government regulations of government or other authorities having jurisdiction over the exhibit facility or the conduct of said Exposition, together with the Rules and Regulations of the owners and/or operators of the facility in which the Exposition is held. Exhibitors shall be bound by and comply with, at exhibitor's sole cost and expense, all applicable copyright and trademark laws and regulations which may affect Exhibitor's use and occupancy of the exhibit space or participation in the Exposition.
- 6. In the event an exhibitor desires to cancel his reservation of booth space, a written notice of request for cancellation must be transmitted to Joe Weider's Mr. Olympia, Attn. Kathleen Fielder, 21100 Erwin Street, Woodland Hills, CA 91367 by mail postmarked no later than August 15, 2005 as received by August 21, 2004. If the request is approved and accepted by Management, the amount paid shall be refunded. The exhibit fee is not refundable for cancellation after the above date. An administrative fee of 20% of the contracted booth(s) fee(s) will be assessed upon all cancellations.
- 7. Attention is called to the necessity for insurance covering all risks (including but not limited to liability, fire, theft, damage) on your exhibit from the place of shipment to the exhibition facility and return, including the period during which the materials remain in the Exposition. Exhibitor acknowledges that Management and Las Vegas

- Convention Center, their officers, agents or employees do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption, property damage and other insurance covering such losses as Exhibitor may incur, and assume no responsibility for the safety of the properties of the Exhibitor, Exhibitor's officers, agents or employees from theft, damage by fire, accident or any other cause whatsoever. Exhibitor expressly agrees to save and hold harmless Management and Mandalay Bay Resort & Casino, their officers, agents and members and employees from any and all liability resulting from injuries to any person or for damages to or loss of property owned or controlled by Exhibitor, its agents, employees and attendees, persons and or properties in connection with the Exhibitor's use and occupancy of the exhibit space or participation in the Exposition, and from any claim or liability which may arise as a result of copyright and trademark laws and regulations which may apply to Exhibitor's use and occupancy of the exhibit space or participation in the exposition.
- 8. The exhibit facility is a public building. Exhibitors are cautioned to take valuable items to their rooms or otherwise assure their safety when they are not in attendance at their exhibit booths and to exercise caution during the exhibit hours. Watchmen service is provided at all times when the exhibit hall is not open on show days, but the furnishing of such watchmen shall not be deemed to increase the liability of Management, the owner of the building in which the exhibit facility is located, their officers, agents or employees, nor to modify in any way the assumption of risk and release provided for above. Management shall not be responsible for the conduct of contractors or their employees and assume no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the exhibit facility. During closed hours, an exhibitor must present proper identification and credentials to gain entry when entry is permitted.
- 9. If the Exhibitor fails to comply in any respect with the terms of this agreement, then Management shall have the right, without notice to the Exhibitor, to sell or offer for sale the exhibit space covered by this contract, said Exhibitor to be liable for any deficiency, which loss or damage the Exhibitor agrees to pay Management upon demand together with expenses and costs incurred by reason thereof.
- ID. Exhibitor acknowledges that actual occupation of the exhibit space by an exhibit is of the essence thereof, and that should Management be unable to effect the sale of the space as herein provided. Management is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interest of the Exposition, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Management the full sum as herein set forth.
- II. Exhibitor agrees that whenever an attorney is used to obtain payment due hereunder an attorney's fee of 30% of the sums due shall be payable by the Exhibitor as and for reasonable attorney fees. This agreement shall be governed by the State of California.
- 12. In the event the Exposition is cancelled or postponed, or Management is unable to perform for any reason whatsoever, including performance under this agreement, the sole and exclusive remedy of Exhibitor as against Management with respect to any damages sustained by Exhibitor as a result of the non-occurrence or postponement of the Exposition, including incremental and consequential damages, shall be a refund of monies paid on account of the exhibition space less Exhibitor's pro rata share of expenses relating to the Exposition, as determined by Management. Management reserves the right to cancel or postpone the Exposition for any of the following reasons: damage or destruction of the facility, acts of God, national or unforeseen emergency, public enemy, war or insurrections; strikes, or the possibility of strikes; the sole discretion, determines that the Exposition cannot be held as planned; or in a manner which will serve the best interests of Management, the attendees and/or exhibitors; or where the success of the event will be adversely affected.

This agreement shall be constructed solely as a license for the use of the exhibit space to be occupied by the Exhibitor, and Exhibitor agrees that it has not relied on any oral or written representation not contained in this agreement. Management disclaims any implied warranties of merchantability and/or fitness with respect to the services or material furnished to the Exhibitor in connection herewith.