



APA 2019 POOLPLAYER CHAMPIONSHIPS
WESTGATE LAS VEGAS RESORT AND CASINO - LAS VEGAS, NEVADA

EXHIBIT DATES: MAY 1-4, 2019

EXHIBIT AGREEMENT



Consistent with the information stated below, please reserve a booth(s) for our exhibit from May 1-4, 2019 at the American Poolplayers Association, Inc.'s ("APA") 2019 Poolplayer Championships ("PPC") to be held at Westgate Las Vegas Resort and Casino, Las Vegas, Nevada ("Westgate").

I/We understand that the amount I/we owe for the booth(s) reserved under this Agreement will be based on the following per-booth charges: \$900.00 per 10 ft. x 10 ft. booth (8 ft. in height), or \$1350.00 per 10 ft. x 15 ft. booth (8 ft. in height), except that if I/we have agreed to exhibit at both the 2019 PPC and APA's World Pool Championships events ("WPC"), I/we will receive a 15% discount off the total price of the booth(s).

I/We agree to issue full payment for all amounts due under this Agreement to AMERICAN POOLPLAYERS ASSOCIATION, INC. on or before April 30, 2019.

Company Name (Exactly as you want it to appear in any written publicity):

Number of booths: Do you want the same space you had at PPC 2018 if it is available? YES or NO, please contact me when it is my turn to choose

Please indicate your pipe and drape preference: none, back wall only, sides only, or full pipe and drape set up

Describe in DETAIL all products/services that are to be displayed in your booth. Indicate brand names where applicable. If you need more space to describe your products/services, attach a separate page to this Agreement.

I/We designate the following individual to receive mailings and all other Exhibit information on my/our behalf:

Name: Title:

Address:

City: State: Zip:

Telephone #: Cell #:

E-mail address: Website address:

How many TOTAL event badges will you need for your booth staff (include yourself, if applicable, and your raffle staff, if applicable)?

If you will have performers/exhibitions in your booth, please list the performers, and the nature of their performance(s) below. Note: All performers and performances must be approved in advance by APA.

Signature*: Date:

* By signing this Exhibit Agreement, you are confirming you have read all the statements made on this page, that the information you have provided is accurate and that you have read, are familiar with, and will abide by the Exhibitor Rules & Regulations attached to this agreement.

Return this form with payment to: Exhibit Coordinator (check payable to): AMERICAN POOLPLAYERS ASSOCIATION, INC. 1000 Lake Saint Louis Blvd., Ste. 325 Lake Saint Louis, MO 63367 jkavanagh@poolplayers.com (636) 625-8611, ext. 5132

Form with fields: Date contract received: Amount paid: \$ Balance due: \$ Space(s) Assigned:

For APA Exhibit Coordinator Use Only: Contract Accepted by: Date:

EXHIBITOR RULES & REGULATIONS

These Exhibitor Rules & Regulations apply to all entities and individuals exhibiting at, or using any Exhibit Space (as that term is defined below) at the American Poolplayers Association, Inc.'s ("APA") 2019 Poolplayers Championships ("PPC") at Westgate Las Vegas Resort and Casino in Las Vegas, NV ("Westgate") (the exhibit portion of the PPC will be referred to as the "Exhibition"). All such entities and individuals are collectively referred to herein as "You." By your agent signing the Exhibit Agreement You, your employees, representatives, agents, volunteers and guests have taken on certain obligations each of which are set out in these Rules and Regulations. By your agent executing the Agreement You have agreed to provide these Rules and Regulations to all individuals involved with Your participation with the Exhibition, and affirmed that you have informed them of their obligations as established herein.

1. Cancellation by Exhibitor. If You wish to cancel Your reservation of the exhibit space ("Exhibit Space") requested in the Exhibit Agreement You submitted to American Poolplayers Association, Inc. ("APA") (the "Agreement") Your cancellation must be submitted to APA in writing and received by APA at least thirty (30) days prior to the first Exhibit Day as identified in the Exhibit Agreement. In the event You cancel Your Exhibit Space reservation, APA shall retain the non-refundable deposit. However, if you cancel more than thirty (30) days prior to the first Exhibit Day, APA may refund any amount paid by You in excess of the non-refundable deposit, for the Exhibit Space, if and only if, APA is able to rent the Exhibit Space to another Exhibitor for an amount equal to, or greater than, the full amount owed by you for the Exhibit Space (the "Exhibit Fee"). Otherwise, there shall be no refund of any portion of the Exhibit Fee following your cancellation of Your reservation. Since occupancy of the Exhibit Space is the essence of the Agreement, if You do not occupy the Exhibit Space and exhibit the product(s) and/or service(s) identified in the Agreement, throughout the Exhibitor Dates and Hours stated below, APA shall have the right to use the Exhibit Space in such manner as it deems in the best interest of the Exhibition.

2. Force Majeure. If Your reservation is cancelled by APA, or if the Exhibit Space is rendered unavailable, due to war, government action or order, act of God, fire, strike, labor disputes, or other causes beyond APA's control, this Agreement shall terminate, and You shall be entitled to the return of the Exhibit Fee paid for the Exhibit Space, less Your pro rata share of all expenses incurred by APA in connection with the Exhibition. In case of cancellation by APA for any other reason, a change of the PPC's location or a change in the Exhibit Dates to dates that are unsatisfactory to You, You shall be entitled to a refund of the Exhibit Fee paid for the Exhibit Space. Refund of the Exhibit Fee, as provided in this section, shall be Your exclusive remedy against APA in the event your reservation or the Exhibition is canceled, the location of the PPC or of the Exhibition is changed, if the Exhibit Dates are changed, or the Exhibit Space is otherwise unavailable for use.

3. Non-Waiver. A waiver of any breach of the Agreement shall be deemed to be a waiver of any other breach or any subsequent breach.

4. Successors in Interest. The Agreement binds You, and your successors in interest, and APA and its successors in interest.

5. Governing Law. This Agreement shall, in all respects, be governed by the laws of the State of Missouri regardless of any other state's choice of law provisions. You and APA agree that either 11th Judicial Circuit Court of the State of Missouri, or the United States District Court, Eastern District of Missouri, shall have exclusive jurisdiction for any claims relating to, or arising from, the subject of the Agreement.

6. Character of Exhibits. To encourage the success of the Exhibition for You, the other exhibitors and PPC attendees and spectators, You must submit to APA a specific list of products You intend to sell, or services You intend to render, from the Exhibit Space, prior to the installation of the Exhibit and You must obtain APA approval of that list prior to offering those products or services for sale at the Exhibition. Only Your goods, services, catalogs, and product information material may be offered at the Exhibition. You may not display, sell or otherwise make available for sale or distribution materials from any other entity or individual, at the Exhibition, including, but not limited to the goods, services, catalogs, product information of any other entity or individual or advertising or materials bearing the names of, or promoting the goods and/or services of, any other entity or individual. You may *not* use any trademarks or service marks, including, but not limited to, logos, artwork, symbols, names or slogans associated with, used by, or owned by, APA, its programs or products (collectively "Marks"), on any goods, including, but not limited to, apparel that You distribute or sell at the Exhibition, *without APA's prior written authorization*. You are solely responsible for contacting APA about the use of any Mark if you are in doubt about whether its use is permitted. The wrongful use of a trademark could subject you to legal action and damages. APA prohibits the display of any good or image that, in APA's opinion, is not in keeping with the nature and character of the Exhibition, or that uses words, phrases, or images that are, or incorporate, a Mark or Marks, or that it determines are confusingly similar to a Mark or Marks. The APA reserves the right to require You to terminate your use of the Exhibit Space, remove You from the Exhibition, and/or require that certain goods or services not be displayed or offered at the Exhibition.

7. Location and Assignment of Space. All Exhibits will be located in the Westgate convention area which includes halls, foyers, MiniMania and Showdown Series event space(s), Pool Emporium, exhibition rooms, etc. APA reserves the right to make modifications to the floor plan of the Exhibition as may be necessary to meet the needs of Exhibitors and APA, and reserves the right to move Your Exhibit Space, or assign you to a different Exhibit Space, if it deems it necessary, in its sole discretion.

8. Assignment, Subletting of Space. You shall not assign, sublet or share Your Exhibit Space without the express consent of the APA Exhibit Coordinator. Only those entities and individuals assigned space at the Exhibition will be permitted to solicit business at the PPC.

9. Advertising and Promotional Materials. All demonstrations or other promotional activities must be confined within the limits of the Exhibit Booths. You shall not distribute, or permit to be distributed, any form of advertisement, including, but not limited to handouts, literature, souvenir items, or any other promotional materials in, or about, the Westgate, except from the Exhibit Space *without APA's prior written authorization*. You shall not post any sign or poster of any description except where authorized by the Westgate and the APA.

10. Use of Space. The APA reserves the right to restrict Exhibits which, because of noise, method of operation, materials, or for any reason become objectionable, and also to prohibit or to evict any Exhibit which, in the opinion of APA, may detract from the general character of the Exhibition or the PPC. Demonstrations or activities that cause annoyance to neighboring exhibitors, such as flashing lights or noise that result in obstruction of aisles; or that prevent ready access to a nearby exhibitor's booth will not be allowed. You must take every reasonable precaution to minimize the noise of demonstrations or of sound devices, sound film, microphones, etc. Throwing of souvenirs, loud shouting and making any noises to attract attention, that are excessive in APA's sole discretion, will not be permitted.

No part of your exhibit may exceed eight (8) feet in height above the floor. If You want a part of Your display to exceed eight (8) feet in height, You must notify the Exhibit Coordinator immediately. APA will attempt to assign you Exhibit Space in an area that will allow for a higher display if such space is available. APA cannot guarantee the availability of exhibit space that will accommodate booths/fixtures that exceed eight (8) feet in height. If You ask for, and are assigned Exhibit Space that can accommodate displays that exceed eight (8) feet in height, You may be required to pay an additional charge. See the Exhibit Coordinator for more information regarding the amount of the additional charge. Booths must not visually or structurally block any other booth; APA signage or projections; or APA Sponsor signage or projections. Booths may extend only 10 feet from the back wall. If any portion of Your booth setup does not meet these specific standards, the APA reserves the right to require You to modify or relocate to a different Exhibit Space. All flammable fuels are prohibited in the Westgate. All materials used in Your exhibit must be flameproof. Paper decorations are not permitted. Fire regulations prohibit storing product, literature, empty packing containers or packing materials behind drapes or under tables. Exhibitors may store a limited supply of literature or product appropriately within the booth area, as long as these items do not impede access to utility services, create a safety problem or look unsightly in APA's sole discretion.

11. Authorized Agents. You must appoint an agent or agents who each have full authority to represent You in communications with the Exhibit Coordinator or any other APA staff person or representative relating to this Agreement, the matters addressed in this Agreement, the Exhibition, or the PPC. Your agent must have the authority to: sign all invoices for services; receive material to be used, incorporated into, sold from, or distributed from your Exhibit Space; communicate or take shipping instructions; and make decisions, or receive instructions, relating to the set up and dismantling of Your Exhibit. Your agent must be given authority over the preparation, conduct and removal of Your Exhibit and to work with the Exhibit Coordinator and staff to ensure that all Rules and Regulations are complied with, and to ensure that Your exhibit is run in a businesslike manner.

12. Receipt of Goods. Exhibit materials may be shipped to the Westgate, addressed to the attention of the Exhibit Contractor retained by APA to set up the Exhibition, or to the FedEx Office Print & Ship Center located at the Westgate. For information regarding the Exhibit Contractor, please contact the Exhibit Coordinator. You may not use Westgate Staff (porters or others) to assist with loading or removing materials, or the setup or teardown of Your exhibit. You may not utilize the Westgate's Dock unless You use a commercial carrier and You have made arrangements for the truck to be loaded or unloaded by union personnel. **You may not use any type of wheeled vehicle (including hand trucks or dollies) or other mechanical equipment to transport materials to Your Exhibit Space. You may hand carry those materials.**

13. Installation of Exhibits. All exhibits must be assembled, set up or otherwise installed during the hours designated by APA. The set up and installation of Your exhibit must be completed prior to commencement of the Required Exhibit Hours identified below. All booths must be open and staffed at all times during the Required Exhibit Hours. APA will not allow for any exhibit materials to be moved in to the Exhibition, or the PPC event space, during Required Exhibit Hours. If You believe that you will need more than one day to assemble, set up, or otherwise install Your exhibit, you should contact the Exhibit Coordinator prior to **April 13, 2019**. If APA can accommodate your request for additional set up time, it will do so. However, APA cannot guarantee that you will have more time to set up your exhibit than what is allotted on the schedule stated below.

14. Dismantling and Removal of Exhibits and Products. You will not be allowed to dismantle, pack, or remove any part of Your exhibit until the last round is completed (approx. 4:00 AM) on Sunday morning, May 5, and teardown must be completed by 11:59 PM that same evening. Any Exhibitor who begins to teardown their booth before play has been completed will be banned from exhibiting at future APA events. Please contact the Event Coordinator or the Event Supervisor on duty if You are unsure of when You may begin to tear down Your booth. Other than hand-carried items, You may be required to comply with special guidelines while removing exhibit material over aisle carpeting. Any exceptions to the special guidelines must be approved by the Exhibit Coordinator.

15. Exhibitor Badges and Exhibition Dates/Hours. Exhibitor Registration will be held in the Exhibit Area. More information regarding the location of Exhibitor Registration will be provided to your authorized agent prior to Exhibition. You must register. Exhibitor Badges will be issued to you at registration. These badges must be worn by all individuals associated with You any time they are in the Exhibition or PPC event space. Individuals without badges will be denied admission to the Exhibition both during and after Exhibit hours. Only entities and individuals who are assigned Exhibit Space will be issued Exhibitor badges. The Exhibition's dates and hours are subject to change. Currently, the Exhibition schedule is as follows:

Monday, April 29, 2019 (You are not required to begin setting up your booth on Monday unless You deem it necessary)	8:00AM	Early Exhibitor Booth Setup Begins and continues throughout the day (Area will be closed to players until Wednesday, May 1)
Tuesday, April 30, 2019	All Day	Exhibitor Booth Setup continues throughout the day (Area will be closed to players until Wednesday, May 1)
Tuesday, April 30, 2019	6:00 PM – 11:00 PM	Exhibitor Registration @ APA Information Desk All Booth Fees Are Due in Full by the End of Registration
Wednesday, May 1 through Saturday, May 4, 2019	10:00AM - 7:00PM	Required Daily Exhibitor Hours
Sunday, May 5, 2019	4:00AM - 11:59PM	Teardown (Area will be closed to players)
Sunday, May 5, 2019	8:00AM – 4:00PM	Pay Exhibitor Taxes in Championship Arena

The Required Exhibit Hours are the periods of time when PPC participants and spectators will expect Your exhibition to be open for business. You may remain open beyond the Required Exhibit Hours if You wish. The teardown of your exhibit must be complete by Sunday, May 5, 2019 at 11:59 p.m. local time.

16. Late Penalty for Unpaid Exhibitor Fees. All amounts owed by You to APA must be paid in full by 11PM, local time, on Tuesday, April 30, 2019, otherwise penalties of Fifty Dollars (\$50.00) per day, or any partial day (including April 30), will be added to the amount You owe. Failure to attend exhibitor registration will not excuse the penalty accrual. APA reserves the right to prohibit you from setting up your exhibit, or from operating your exhibit, until You pay all amounts owed, including any penalties.

17. Care of Building, Equipment and Exhibits. You must not injure or deface the walls or floors of the Westgate, any booths, or any equipment located in any booth or in the Exhibition. You are prohibited from driving any nails or tacks into any walls, floors, or columns. All equipment used in Your exhibit must be self-supporting. By your agent executing the Agreement You have agreed to be personally liable for any damage caused by You and any individuals related to Your business, including, but not limited to employees, representatives and guests, to Westgate property, any booth, or any other exhibitor's property. Further, by your agent executing the Agreement you have agreed to indemnify APA for any claims stated against it for damage caused by You and any individuals related to Your business, including, but not limited to employees, representatives and guests, to Westgate property, any booth, or any other exhibitor's property.

18. Liability and Insurance. By your agent signing the Agreement You have acknowledged and accepted that the APA, its employees, and its contractors are not responsible for any injury, loss or damage whatsoever that may occur to Your property, or to You or any individual related to Your business, including employees, or guests, regardless of the cause thereof. It is Your responsibility to ensure that Your exhibit is safe, and will not cause any damage, loss or injury to any individuals or property. All property related to Your exhibit is deemed to be in Your care, custody and control whether it is located in Your assigned Exhibit Space, or being transported to or from Your Exhibit Space. By signing the Agreement, You expressly release, hold, keep, and save harmless APA, its employees and its contractors from all claims for such loss, damage, or injury. You are advised to carry insurance to cover any loss, damage or injury for which You are responsible.

19. Security. The Exhibition will be open to the public 24 hours a day. Although security personnel will be present, it is Your responsibility to secure Your possessions. The APA is not responsible for the security of any property in the Exhibition or related to Your participation in the Exhibition.

20. Booth Services. The Agreement sets forth what is provided with each booth. Any other items/services required for the setup of Your exhibit, or for the operation of Your exhibit, such as electrical services, phone service or internet/WiFi service, must be arranged for by You with the Westgate Resort and Casino or an approved Exhibit Contractor. All local ordinances, codes and union obligations must be complied with and all such compliance is Your sole responsibility.

21. Merchant License & Applicable Taxes. It is Your responsibility to obtain any required merchant license and to collect and pay all required taxes on Your sales of goods and/or services. All sales made and distributed within Nevada are subject to tax. As the promoter of this event, it is the responsibility of APA to collect from You the applicable sales tax and any other applicable taxes (such as the LET tax, if applicable) for the State of Nevada and local authorities. A form will be provided to You at the event to record Your gross sales. Based on the information provided on that form, APA will collect from You the appropriate sales tax and any other applicable taxes on the last Exhibit day and send the tax to the State of Nevada.

22. Amendment to Rules. Any and all matters, or questions, not specifically addressed in these Rules and Regulations shall be decided solely by APA in its sole discretion. These Rules and Regulations may be amended at any time by APA and all amendments so made shall be binding on You and incorporated as part of the Agreement. By your agent executing the Agreement, You have agreed that these Rules and Regulations serve the best interest of, and for the protection of, You, other exhibitors, APA and its representatives. In any interpretations of these Rules and Regulations, the judgment of APA shall be final. APA reserves the right to refuse to accept any application to exhibit for any reason in its sole discretion.

23. Age Requirement. Based on APA's sponsor agreements, it is possible that no one under the age of 21 will be allowed entry to the Tournament Rooms. Please consider this when staffing for the event.

24. Raffle Procedures. See the **Raffle Procedures** included with this contract. All exhibitors must record, openly display and provide a copy of all winning raffles to designated APA personnel. Only APA staff, as designated in the Raffle Procedures, may draw the winners of exhibitor raffles.

Page 3 Reviewed and Accepted by (initial here) _____