



## Terms and Conditions

**To guarantee your booth selection, a signed contract and 50% deposit must be returned immediately. The balance is due by Dec. 31, 2009. Contracts issued after Dec. 1, 2009, will automatically be billed for the full amount. To qualify for early bird discounts, deposit must be received by November 1, 2009.**

**Exhibit Space Specifications** – Each exhibit space is 10' x 10'. Standard and corner booths spaces (as indicated on the Expo floor map) include an eight-foot back wall curtain as well as three-foot side wall curtains on each side. Exhibitor displays will not extend beyond area of booth contracted.

**Pertinence to Expo Purpose** – The show office will review and approve all contracts. The products or services to be exhibited must be pertinent to the scope and purpose of the Expo. Changes in the products to be displayed as described on the application form are to be forwarded to South Central Golf, Inc. in writing thirty (30) days prior to the show, for inclusion in the final program. No changes will be accepted after that date. SCG, Inc. reserves the right to refuse any applicant for any reason.

**Assignment of Exhibit Space** – Space will be assigned on a first-come-first-served basis. Every effort will be made to assign exhibit space according to each Exhibitor's stated preferences, subject to availability. Booth space may not be reassigned or sublet by the exhibitor listed on the contract to other entities or individuals. South Central Golf, Inc. reserves the right to rearrange the floor plan and/or to relocate any exhibit to further the best interests of the entire show. Notification confirming receipt of application, along with booth assignment, will be sent promptly. Exhibitor Service Kit will be provided by contractor by Dec. 1, 2009 for Oklahoma City and Tulsa; Hitting nets only allowed in specially designated safety areas provided by SCG, Inc.

**Use of Exhibit Space** – No exhibitor will be permitted to display, market, sell, or promote outside of the assigned space in the Exhibition Hall. No back wall may be higher than eight feet; side walls must terminate three feet from the back wall. A clear view of the neighboring exhibits must be provided. End wing panels must be covered if visible. Common areas (e.g. aisles, lobby) may not be used for promotional purposes.

**Standard Equipment** – Standard equipment for each 10' x 10' booth will consist of an 8-foot backdrop and two 3-foot side rails, one booth identification sign, an eight-foot skirted table, two chairs and waste basket. Electrical service and telephone/data lines are available for an additional charge through the services contractor. We will provide information for ordering carpet, additional furnishings and services in the Exhibitor Service Kit.

**Set-up and Tear-down Times** – Set-up hours are Thursday of show week, noon-6 p.m. and Friday, 8-10:30 a.m. for Oklahoma City and Tulsa; Note that exhibit set-up must be completed and all packing material removed no later than 11 a.m. on Friday to prepare for the opening of the show. No containers or boxes are permitted to be stored in booth areas during the show. Tear-down hours are Saturday after the expo, 6 p.m.-10 p.m. Booths must remain intact and open during the posted hours of the expo. No tear-down will be allowed until after the expo closes at 6 p.m. Saturday. SCG, Inc. will take immediate possession of exhibitor materials not removed by Sunday at midnight, and exhibitor will be responsible for any costs incurred in storage or disposal of said items.

**Security** – The Exhibit Hall will be securely locked to protect against loss during the hours when the expo is closed. SCG, Inc. will provide security personnel during all hours of the expo from set-up to teardown, including non-show hours. However, neither SCG Inc. nor Host facility will be responsible for the safety of exhibits against theft or loss.

**Insurance** – Exhibitors shall insure their exhibits and any display materials and carry proper public liability and property damage insurance during all times that such exhibits and display materials are on site at the Golf Expo. Exhibitors hereby expressly waive and release any claims or cause of action against South Central Golf, Inc. that may arise out of loss or damage to any of their property or the property of their employees, agents, guests and the general public. Any exhibitor who shall swing a golf club, or will permit a customer to do so, MUST have a certificate of insurance on file with SCG, Inc. listing SCG, Inc. as co-insured. Failure to have an insurance certificate on file shall be grounds for management to deny potentially hazardous activities. See Assignment of Exhibit Space above.

**Copyrighted Material** – It is the responsibility of the Exhibitor to obtain appropriate copyright releases for use of any type of copyrighted materials (e.g., publications, graphics) during the Expo.

**Sales** – Exhibitors will be responsible for collection of all funds for items sold during the expo and for collection and payment of sales taxes according to applicable state law. SCG, Inc. will make information concerning those requirements available prior to the show. Exhibitors are responsible for processing credit card purchases, checks, returned items and guarantees. All exhibitors agree to abide by MAP or other pricing guidelines and policies put forth by equipment manufacturers. SCG, Inc. reserves the right to remove exhibitors violating manufacturers pricing policy.

**General Provisions** – The license granted by this contract is nontransferable without the prior written consent of South Central Golf, Inc. The exhibit space and associated facilities licensed hereunder are provided on an "as-is" basis. South Central Golf, Inc. does not make any express or implied warranty or guaranty of any type or nature, including fitness for a particular purpose, with regard to the subject exhibit Space and associated facilities. Further, South Central Golf, Inc. shall not be responsible for any damage or loss to Exhibitor's property while in transit or on display or in storage at the exposition site. The Exhibitor shall be responsible for returning the Exhibit Space and associated facilities in as good condition as they were received, reasonable and normal wear and tear expected. Exhibitor shall ensure that it and any individuals and/or entities for which it may be responsible comply with all rules and policies of the Exhibition Site, as well as applicable federal, state and local laws, ordinances and regulations. Exhibitor will indemnify and hold harmless South Central Golf, Inc., and its respective trustees, officers and employees against claims, suits, damages, liabilities and expenses (including attorney fees) arising out of property damage or personal injury to third parties caused by negligence or willful misconduct of Exhibitor or any individual or entity for which Exhibitor may be responsible. Anyone visiting, viewing or otherwise participating in Exhibitor's display shall be deemed an invitee or licensee of Exhibitor.

**Service Not Provided** – SCG, Inc. does not provide equipment, decoration, labor carpenters, storage for exhibit materials, special lighting, gas, water supply or other related service. All arrangements for these items must be made by exhibitor, and exhibitor shall defend, indemnify and hold harmless SCG, Inc. for any and all claims, losses, damages, injuries or other charges which may occur from such arrangements made by exhibitor.

**Impossibility of Performance** – SCG, Inc. will not be liable for the fulfillment of this agreement as to the delivery of space if non-delivery is due to any of the following: by reason of the building being damaged or destroyed by fire, act of God, public enemy, war or insurrection, authority of law or for any cause beyond its control. It will, however, in the event of its not being able to hold an exhibit for any of the above named reason, reimburse space renters, prorated on any amount paid in, less any and all legitimate expenses.

**Contract Required** – All exhibitors are required to have a signed contract on file with SCG, Inc. prior to set-up. Failure to have a contract on file shall be grounds for management to deny admission to the expo to said exhibitor.

**Cancellations/Refunds** – Deposits are fully refundable up to Nov. 31, 2009, based on proper notification. Beginning Dec. 1, 2009, refund of deposits will be made upon resale of booth(s), less an \$80 administrative fee. For cancellations beginning Dec. 1, 2009, SCG cannot refund deposits on booth space that is not resold.

Signature \_\_\_\_\_ Date \_\_\_\_\_