

2021 Senior Times Expo Application

Southridge Sports & Events Complex • 2901 Southridge Blvd., Kennewick, WA

Spring Expo Drive-thru: Tuesday, April 20 • 9:00 a.m. - 1:00 p.m.

Fall Expo: Tuesday, Oct. 19 • Time to be determined

Any balance for Spring expo, or if paying for both expos, will be due by Friday, March 12.

Balance due for Fall Expo by Friday, Sept. 17.

Please make check payable to Senior Times or TriComp Inc. *No refunds.*

Exhibitor Investment	<i>Check one</i>	Sponsor Investment	<i>Check one</i>
8' space: Spring <i>only</i>	Only \$425 <input type="checkbox"/>	Diamond (Title): Spring <i>and</i> Fall.....	\$4,400 <input type="checkbox"/>
8' space: Fall <i>only</i>	Only \$425 <input type="checkbox"/>	Ruby: Spring <i>and</i> Fall.....	\$3,200 <input type="checkbox"/>
8' space: Spring <i>and</i> Fall.....	Only \$750 <input type="checkbox"/>	Pearl: Spring <i>and</i> Fall.....	\$2,300 <input type="checkbox"/>
<i>(Actual booth sizes may vary)</i>		<i>(see attached for sponsorship detail)</i>	

(Space assignment will be determined by the date of application accompanied by payment in full. The show management reserves the right of assignment and to curtail exhibits, in whole or part that, in management's opinion, reflect against the character of the show. Management will provide a draped table, two chairs, electrical and Wi-Fi.)

Exhibitor authorizes the show to make use of the following information:

Organization Name: _____

Local "Street" Address: _____

City: _____ State: _____ Zip: _____

Business Phone: (_____) _____ Website: _____

Person in charge of exhibit: _____ Phone: (_____) _____

WHAT WOULD YOU LIKE TO TELL ATTENDEES ABOUT YOUR COMPANY/SERVICES?

➔ *Please be specific and keep to 25 words or less. This information will be printed in the Exhibitor Directory which will be handed out to attendees during the Expo. The Senior Times reserves the right to edit this information.*

EXHIBITOR: I have received and agree to the Senior Times Expo Terms and Conditions

X _____ Title: _____
Exhibitor Signature

Exhibitor Email: _____ Date: _____

SENIORTIMES
 8524 W. Gage Blvd., #A1-300
 Kennewick, WA 99336
 509-737-8778 • Fax 509-737-8448
srtimes.com

FOR OFFICE USE ONLY
 Date Payment Received: _____
 Credit Card Check # _____
 X _____ X _____
Senior Times Staff Initials *Senior Times Ad Rep. Initials*

SENIOR TIMES EXPO TERMS AND CONDITIONS

PURPOSE – The purpose of this agreement is to set out the terms & conditions by which Exhibitor may participate in the Senior Times Expo (“Expo”), hosted and promoted by TriComp Inc., a Washington State corporation (“Management”) and held at Southridge Sports & Events Complex, 2901 Southridge Blvd., Kennewick, Wash. (“Facility”).

1. USE OF SPACE

a. **LIABILITY**- The Exhibitor is entirely responsible for the safe-keeping of the space leased and shall not injure, mar or deface the premises and the Exhibitor shall not drive, nor permit to be driven any nails, hooks, tacks or screws in any part of the building. Furthermore, Exhibitor shall not affix to the walls or windows of building any advertisement, signs, etc. or use Scotch tape, masking tape or any other adhesive type materials on painted surfaces. The Exhibitor agrees to reimburse the Facility for any loss or damage to the premises or equipment occurring in the space leased to the Exhibitor. Management and their sponsors shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other causes beyond its control. Exhibitor is also solely and exclusively responsible for the suitability of any materials or content posted or distributed during Expo and any potential violations of Federal, State, or local anti-discrimination or intellectual property laws.

b. **AISLES**- The aisles, passageways and overhead spaces remain strictly under the control of the Management, and no signs, decorations, banners, advertising matter or special exhibits will be permitted in them except by special written permission of the Management. All Exhibitor personnel must reasonably remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury or disadvantageously affect the display of other Exhibitors. No interference with the light or space of another Exhibitor will be permitted.

c. **SPACE**- The space contracted for is to be used solely for Exhibitor whose name appears on the Contract, their employees, and bona fide agents, and it is agreed that Exhibitor may not sublet or assign any portion of same without the written consent of the Management. In the event Exhibitor fails to occupy or use their space or to have their exhibit completed and in place by the opening of the Expo, or if they sublet or assign any portion of the Space without written consent of the Management, they shall forfeit their right to the space, all prepaid rents, and upon demand pay any rental balance owing to Management. Space shall be used for promotional purposes directly related to the Expo only.

d. **ALL DEMONSTRATIONS** or promotional activities must be confined within the limits of the leased Space. Noise resulting therefrom must not interfere with the other exhibitors.

e. **RESTRICTIONS**- Management reserves the right to restrict or remove exhibits, without refund, that may have been improperly erected or displayed, or may be deemed by the Management unsuitable or objectionable. This restriction applies to noise, P.A. systems, persons, animals, birds, things, conduct, printed matter, or anything of a character that may be objectionable to the Expo, its attendees or the Management.

f. **OFFENDERS** will be asked to leave the area if any of the above terms are violated and as an Exhibitor offender no refund will be given.

2. RULES FOR EXHIBITS:

a. **ALL BOOTHS** and decorations **MUST** comply with the Facility regulations, city of Kennewick ordinances and State/local fire codes. Any violations may result in the removal of any materials found to be in violation. Materials for booth decorations and construction must be fire retardant. Contact Facility Management if at all in doubt.

b. **INSTALLATIONS**-Any special carpentry, wiring, telephone lines, electrical or other work, gas, steam, water or drainage connection shall be installed at the Exhibitor's expense with prior express written permission of Facility.

c. **LICENSES**-Any and all City, Municipal, State or Federal licenses, inspections or permits as required by law of any Exhibitor in the installation or operation of display shall be obtained by the Exhibitor at Exhibitor expense prior to the opening of the Expo.

d. RIGHTS OF MANAGEMENT IN EVENT EXHIBITION IS NOT HELD

Management shall not be liable for any damages or expense (including any loss of income or profit or consequential damages) incurred by Exhibitors in the event the Expo is delayed, interrupted or not held as scheduled; and if for any reason the Expo is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management.

e. **TERMS AND CONDITIONS**- This Contract contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

f. **SECURITY FOR RENTAL**- Failure on the part of the Exhibitor to pay the rental as specified under the contract shall entitle Management to seize all merchandise, materials, and exhibits displayed by the Exhibitor at the described Expo and to retain the same as security for any unpaid rental amount owing hereunder. Upon the expiration of seven days after such seizure, Management shall have the right to dispose of same without notice to the Exhibitor in such manner as Management, in its absolute discretion, deems appropriate, whether by public or private sale in the manner determined solely at Management's discretion, and without any obligation on the part of Management to effect any manner of publication respecting the date or any details or information as to when or how such sale is to be carried out.

g. **AMENDMENTS**- Exhibitor agrees to abide by decisions of the Management concerning all matters pertaining to the administration and success of the Expo that are not specifically stated.

h. **ATTORNEY FEES**- In the event suit or action is brought by any party under this agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to a reasonable attorney fee to be fixed by the trial and appellate courts. Venue shall be proper only in the courts in and for Benton County, WA.

3. **SECURITY**- Neither Management, Facility, Facility management or their insurance companies are financially liable for any losses incurred by Exhibitors, no matter the reason. Exhibitor should contact their insurance agents to confirm proper coverage of exhibit materials. (Please read carefully the coverage provided by decorators and shipping companies to determine if additional coverage is necessary.) Any additional security must be arranged by Exhibitor at Exhibitor's own expense, directly from the Facility.

4. **LIABILITY**- Neither TriComp Inc. (officers, shareholders, employees or agents), the Expo, the Facility location, any representatives, nor any member of the above named organizations will be responsible for any injury, loss or damage that may occur to the exhibitor whatever the cause (and including any incidental, consequential, or punitive damages). The Exhibitor, on signing the contract, expressly releases the aforementioned from any and all claims for such loss, damage or injury. Exhibitor further agrees to, and shall, defend, indemnify, and hold TriComp Inc., its officers, shareholders, employees, and agents, completely harmless from and against any liability, claim, lawsuit, damages, or fines, incurred in any way as a result of, or related to, Exhibitor's actions or inactions in any way related to the Expo (including violations of Federal, State, or local anti-discrimination and intellectual property laws). This indemnification includes reasonable attorney's fees and any and all types of damages including consequential and punitive damages. Finally, notwithstanding any other provision of this Contract, in no case shall the liability of TriComp Inc., its officers, shareholders, employees, and agents to Exhibitor, in any way associated with the Expo, exceed the sum total of any fees that Exhibitor has paid for its exhibit Space in the Expo.

5. **FLOOR PLAN**-All space reservations are tentative. Management reserves the right to change the show's floor plan without notice.

6. **BINDING ARBITRATION** In the event of a dispute related to this Agreement or the Services, the parties specifically and expressly waive their inherent right to file a lawsuit to resolve it. Instead, the parties agree to resolve any dispute by way of Binding Arbitration in the following manner:

1) Arbitration shall be conducted in Benton County, WA using an arbitrator agreeable by both parties. In the event the parties are unable to agree to an arbitrator, then each party shall select an arbitrator and the selected arbitrators shall select a third arbitrator and the third arbitrator shall preside over the arbitration.

2) Arbitration shall be conducted according to Chapter 71.04A, RCW, Washington State's Uniform Arbitration Act.

3) The most prevailing party shall be entitled to its costs and reasonable attorney's fees.

Nothing in this section shall prevent either party from seeking injunctive relief to prevent an on-going threat or harm to its business interests that is not readily thereafter curable with monetary compensation, or to enforce the provisions of this Agreement including this Dispute Resolution section. This section also shall not prevent Management or a delegated third party from filing a court action to collect unpaid fees.