

November 3-5, 2023

David L. Lawrence Convention Center
1000 Fort Duquesne Boulevard, Pittsburgh, PA 15222



FRIDAY NOVEMBER 3: 5 pm - 9 pm | SATURDAY, NOVEMBER 4: 10 am - 7 pm | SUNDAY, NOVEMBER 5: 10 am - 5 pm

APPLICATION CONTRACT FOR EXHIBITION SPACE

The undersigned hereby makes application for space in the Pittsburgh Pet Expo (check for 50% of the total booth rental made payable to "Sponsorship Solutions, LLC" is enclosed).

Booth Size and Price*

_____ 10'x10' one side open \$750
_____ 10'x20' one side open \$1,450

Nonprofit Rate*

_____ 10'x10' one side open \$350

Booth Includes:

- standard pipe and drape
- 6 ft. skirted table
- 2 chairs
- exhibitor badges
- 7" x 44" company sign

***Corner Booth:** Add \$100 to above prices

Electricity: Electricity is available at an additional cost through Convention Center.

It is understood that no definite assignment of space will be made without the above deposit or payment.

Exhibit space will be allocated on a first-come, first-served basis but, wherever possible, space will be allotted according to the exhibitor's choice. The final arrangement will be determined by the show manager in such a way as to produce the most advantageous grouping of the exhibits shown.

A service fee of \$50 will be charged for all checks returned.

Complete all information. Type or print clearly. Provide your company name as you want it to appear on your booth sign, the show website, and in the show guide.

COMPANY NAME (as shown in print program and on signage)

NAME/TITLE OF PERSON TO RECEIVE ALL PITTSBURGH PET EXPO INFO

COMPANY ADDRESS/CITY/STATE/ZIP

PHONE

EMERGENCY/CELL

FAX

E-MAIL

WEBSITE

FACEBOOK

TWITTER

Booth Preference

Provide 3 choices below. If chosen booths are not available, Sponsorship Solutions, LLC reserves the right to assign the closest available booth(s) not in close proximity to a direct competitor.

Choice 1 Booth: # _____ Choice 2 Booth: # _____ Choice 3 Booth: # _____

List types of exhibitors you prefer NOT to be near: _____

List items you will be selling or promoting:

(Note that all products and services to be sold, offered, or referred to during the Pittsburgh Pet Expo must be included. Sponsorship Solutions, LLC reserves the right to exclude the sale of any product)

Describe offers/activities you would like to provide or perform at the show (i.e. giveaways, demonstrations, experts). We'd like to promote this info via social media, etc.

I will be using a microphone

Name _____
as it is listed on sales tax form if different from name in show

Signed by _____

Name Date _____
Please print

Applicant agrees that:
I have read, understand and agree to abide by all the provisions of the Show Regulations as attached hereto and any information in the Show brochure shall be part of this contract. **Payment is due in full by October 31, 2023.** Promoter reserves the right in the event of a vendor sell-out to move up the payment due date i.e. booth space is not guaranteed until payment is received. Cancellation of exhibit area must be made in writing. Fifty percent (50%) of the total price of booth(s) will be charged for cancellations made before September 15, 2023. After September 15, 2023 absolutely no refunds will be made.

Shelters and Rescues

Sponsorship Solutions, LLC will allow any rescue to operate under their own adoption policies. If you allow same-day adoptions, you can exercise that at the Pittsburgh Pet Expo. Whatever is normally required of your shelter or rescue will be allowed that weekend. Please provide those policies in advance to Sponsorship Solutions, LLC so we may use for informational purposes only.

Credentials

Sponsorship Solutions, LLC will provide Exhibitor with an appropriate number of badges to the Center and the Show for use by its employees in gaining access to the Center; however, no such badges shall be used by any person who is not an employee of the Exhibitor to whom it is issued.

Signage

Exhibitor agrees to cover double printed signs, banners any other type of signage / promotional materials that are against the back of their booth or above another exhibitor booth(s). All signs, banners, posters, etc. cannot be more than 12' high. Any and all banners, signs etc. that need to be hung and said fees for these services are the responsibility of the exhibitor.

Music at the Show

Music played must be non-licensed – needle drop music. Due to the licensing restrictions of ASCAP/BMI, recorded, commercially prepared music cannot be played in your exhibit space for the entertainment of show visitors. This includes music from a radio or personal music player. Further, should fines be levied by these licensing organizations, they are the responsibility of the individual exhibitor who violates the licensing terms and not the responsibility of Sponsorship Solutions, LLC.

Operation of Exhibits

Open flames are not permitted within the building except by the consent of Sponsorship Solutions, LLC. Helium-filled balloons are not permitted within the building. Liquor or intoxicating beverages are not permitted in the exhibit halls at any time. Activities accepted within the definition of gambling or small games of chance are not permitted in the building or on the grounds. Highly flammable or explosive materials are not permitted either for decoration, display or use within the building. The use of paper or fabric display materials is not permitted unless considered flame-proof by Sponsorship Solutions, LLC or fire officials. All TV, stereo, musical instruments and other machines producing sound or vibration must be kept to a volume or level not to disturb neighboring exhibitors and show attendees.

Exhibitors shall not allow any article to be brought into or any act done on the premises, which will increase the premium on the policies of insurance held by the owners of the building or show management. Exhibitors may not allow any article to be brought into or any act to be done upon the premises that will deface any part of the building or permit anything to be done by its employees or its agents by which the premises may be in any manner injured, marred or defaced. Violations of the Regulations will give Sponsorship Solutions, LLC the right to terminate the Exhibitor's Agreement, and the Exhibitor will forfeit

to Sponsorship Solutions, LLC all monies, which may have been paid for rental and must reimburse Sponsorship Solutions, LLC for the cost of repairing such damage to the building.

Installation and Removal of Exhibit Vehicles

The Show Manager will furnish detailed, written information to each Participant covering the time of installation and removal of all exhibits including show vehicle. No exhibits, or any part thereof, shall be moved from or brought into the building after the opening of the Show without permission of the Show Manager. Pittsburgh Bureau of Fire Prevention rules permit a maximum of 1/4 tank full of gasoline per vehicle and require that gas tanks be locked or taped shut and battery leads disconnected. Bureau inspectors will check periodically to ensure compliance.

Assignment

No Exhibitor shall assign, sublet or apportion the whole or any part of its allotted space, nor display any goods other than those manufactured or sold by them in the regular course of business without the express written approval of Sponsorship Solutions, LLC.

Identification of Displays/Listing of Products

Exhibitor agrees to provide a complete list of products and serial numbers it will display, if requested, as a part of this contract agreement. All exhibits must conform strictly to the terms covered in this contract. Sponsorship Solutions, LLC reserves the right to reject or prohibit any exhibit, part of an exhibit or proposed exhibit, including persons, things, conduct, printed matter, catalogs or souvenirs which, in its opinion, are not suitable to and in keeping with the character of the Pittsburgh Pet Expo. Sponsorship Solutions, LLC reserves the right to close down merchants who are selling or distributing offensive or illegal merchandise, or who do not hold appropriate licenses or permits.

Taxes

PA Sales Tax and City of Pittsburgh Vendor Permit: Vendors should register for a PA Sales Tax License if selling taxable items. Register online at pa100.state.pa.us or complete a paper PA-100. For more information, go to revenue.state.pa.us.

For information about the **City of Pittsburgh vendor requirements** go to pittsburghpa.gov/pli/licenses/business/vendor. These and any other legal requirements are at the vendors' personal responsibility. Sponsorship Solutions, LLC will not request proof of compliance.

Pennsylvania Tax Obligations for Out-of-State Vendors: Download the PA Tax Obligations for Out-Of-State Vendors brochure for more information at revenue.pa.gov/FormsandPublications/otherforms/Documents/rev-778.pdf.

Risk of Loss

In their own best interest, exhibitors should keep an attendant in their booths during all open hours. Sponsorship Solutions, LLC shall not be responsible for loss or damage of any Exhibitor's merchandise, display material or personal property. Exhibitors are cautioned to use care in safeguarding exhibit materials and property during the installation period, during the Show and when the Show is being dismantled.

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All goods, products and merchandise of any kind placed in the Show are understood to be at the owner's risk, and by submission of the Application, Exhibitor releases and holds Sponsorship Solutions, LLC harmless of and from any liability for damage, injury or loss to any such goods, products and merchandise from any cause whatsoever.

Limited Janitorial Services

Those services furnished by Sponsorship Solutions, LLC include janitorial services (aisles only) and general lighting, all within the limits of the facilities of the building.

Move-In Times

Move-in times are as follows: Thursday, November 2, 2023 from 3 pm until 7 pm and Friday, November 3, 2023 from 9 am until 4 pm.

Specific times will be designated for specialty displays. Move-in schedules are dependent on weather conditions. All work must be completed no later than 4 pm on Friday, November 3, 2023 as outlined in this agreement. No exhibits may be removed before 5 pm on Sunday, November 5, 2023. All materials must be removed and the booth space restored by 11:59 pm on Sunday, November 5, 2023. Exhibitor agrees to observe designated hours of the Show as shown on the brochure, which is incorporated herein by reference.

Cancellation

It is understood and agreed that in case Sponsorship Solutions, LLC shall fail to open the Show as herein provided, or to furnish the space to the Exhibitor herein described, or comparable space as herein described, it will refund to the Exhibitor all sums paid hereunder, which sum shall be in full liquidation of all loss or damage suffered by the Exhibitor. If, however, Sponsorship Solutions, LLC is unable to open the Show as herein provided, or is compelled to postpone or relocate said Show on account of strikes, fires, casualties, acts of God or other causes beyond Sponsorship Solutions, LLC's control, then it shall not be in any manner financially liable to Exhibitor.

Force Majeure

Sponsorship Solutions, LLC shall not be liable to the Participant for any losses, costs, damages or expenses of any nature whatsoever suffered or incurred as a direct or indirect result of causes beyond the control of Sponsorship Solutions, LLC including without limitation, acts of God, acts of the government, acts of terrorism, natural disasters, fire, flood, epidemics, quarantine restrictions, strikes, unavailability of the venue for any reason, equipment breakage or any other events or circumstances not within the control of Sponsorship Solutions, LLC whether similar or dissimilar to any of the foregoing.

Attendance Forecast and Disclaimer

Experience has shown that as a result of the marketing efforts we plan to employ, attendance in the range of 8,000 - 10,000 people is a reasonable expectation; however, Sponsorship Solutions, LLC does not in any way guarantee any minimum amount of attendance.

Insurance

Vendors must keep their assigned areas safe and free from all danger and must immediately notify management of any dangerous condition in any area of which they become aware. Vendor agrees to defend, indemnify and hold management harmless for any accident or injury to persons or property resulting from Vendor's use of the assigned space or from any conduct of the Vendor while on the show premises or while conducting business related to the show. Vendor must carry general liability insurance naming management as additional insured and must provide proof of same no later than five business days before commencement of the show. Any vendor who has not procured said insurance must notify management no later than five business days before commencement of the show. Failure by the Exhibitor to comply with the provision of this section shall result in the termination of this Agreement upon written notification to the Exhibitor by Sponsorship Solutions, LLC and, should such termination occur, the Exhibitor shall not be entitled to a refund of any part of the rental fee. **Deadline: October 31, 2023**

Liability and Indemnity

Sponsorship Solutions, LLC will not in any way be liable for both personal and/or property injury that may occur to an Exhibitor, its employees or its agents, nor for the safety of any exhibit against accident or any other destructive causes. The Exhibitor shall indemnify and hold harmless Sponsorship Solutions, LLC from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable attorney's fees, obligations or charges of any kind whatsoever made against or suffered by Sponsorship Solutions, LLC in any way connected with or relating to the Exhibitor's participation in the Pittsburgh Pet Expo.

Exhibitor agrees that whenever an attorney is retained by show management, to represent the interest of show management in any civil or criminal proceeding, arbitration or mediation hearing, arising out of the terms of this Agreement or any disputes regarding payments due, contract view differences, participation difficulties, suits arising from exhibitors display from the negligent or intentional act of the exhibitor, or any other legal action, including arbitration and mediation hearings, hereunder, all attorney and court fees (both management and exhibitor's) shall be payable by the exhibitor.

Nonpayment

IF THE EXHIBITOR FAILS TO TIMELY MAKE ALL PAYMENTS FOR SPACE OR ANY PAYMENT FOR SERVICES ORDERED, THE EXHIBITOR WILL NOT BE PERMITTED THE USE OF ANY BOOTH SPACE. Also, no exhibitor will be relieved of financial obligation if contracted space is not occupied. Furthermore, if the Exhibitor fails to comply with the Show Regulations, it may result in Sponsorship Solutions, LLC immediately canceling exhibit space requiring Exhibitor to immediately remove its property. In failing to do such, Sponsorship Solutions, LLC is given the right to remove such with all charges, moving costs, storage fees, reasonable attorney's fees and collection and court costs to be borne by the Exhibitor. A violation of these Regulations by Exhibitor shall not be construed as creating a duty by Sponsorship Solutions, LLC to mitigate or affect the obligation of the Exhibitor to receive any refund.

Discriminatory Conduct

Exhibitors shall not engage in any conduct or display any items, which have a tendency to belittle or discriminate against individuals because of their race, creed, color, national origin, sex, age or disability. Sponsorship Solutions, LLC at its sole discretion may require any such conduct to cease immediately and the removal of any such items. Sponsorship Solutions, LLC disclaims any responsibility for violations of this policy.

Violation of Show Regulations

Any Exhibitor violating the Show Regulations shall, upon oral notification by Sponsorship Solutions, LLC, forthwith comply with such Show Regulations or, if so directed by Sponsorship Solutions, LLC, immediately remove the exhibit from the Show. Upon failing to do so, Exhibitor hereby grants Sponsorship Solutions, LLC the right to do so and hold Exhibitor's property until all unpaid charges are fully satisfied, together with accrued storage charges, moving costs, reasonable attorney's fees, collection costs and court costs, if any.

Distribution of Literature and Souvenirs

No Exhibitor shall distribute any printed advertising souvenirs, etc., other than from their own exhibit space. Any souvenir or advertising that is of an objectionable or undignified nature, in the sole opinion of Sponsorship Solutions, LLC, shall not be permitted and may be cause for termination of the exhibit space. Souvenirs should not be of a noise-making variety.

Additional Regulations

Sponsorship Solutions, LLC reserves the right to adopt and promulgate such further reasonable rules and regulations as shall be reasonably necessary for the convenience and safety of all Exhibitors and promote the purpose of the Show. Interpretation of these rules and regulations shall rest with Event Organizers. All Exhibitors agree to conform and abide by such supplemental regulations promptly upon receipt of. Non-compliance can result in ejection of the offending exhibitor or in the closing of his/her exhibit.