

Bay Area Dive Show

Santa Clara, CA

APPLICATION CONTRACT

April 30th & May 1st, 2010

OFFICE USE ONLY:

Booth Assigned:

REMIT TO:

1323 SE 17th St # 308, Ft. Lauderdale, FL 33316

Phone: 888-557-2822 Fax: 954-944-1930

E-mail: info@divechronicles.com

www.divechronicles.com

All Checks are Payable to Dive Chronicles.

2010 EXHIBIT SPACE

1 Booth – \$899.00
(2 chairs and 6' table)

2 Booth – \$1499.00
(4 chairs and 2-6' tables)

Exhibitor's Name: (As it will read in directory, limited to 31 characters)

Web Site: _____

Address: _____

Suite#: _____

City/Province: _____

State: _____ Zip/Postal Code: _____

Country: _____

E-mail: _____

Phone: () _____

Fax: () _____

Exhibitor's Representative: _____

Title: _____

EXHIBITOR CORRESPONDENCE IF DIFFERENT THAN ABOVE:

Address: _____ Suite#: _____

City/Province: _____ State: _____

Zip/Postal Code: _____ Country: _____

E-mail: _____ Phone: () _____

Misc Show add-ons

- Full Page Ad in Show Guide \$ 399.
- Booth Electric \$100 20 amp
- Booth Carpet \$85
- BANNERS \$99 30L x 70H
- Counter Height Table \$ 70.00

PAYMENT:

\$ _____ .00

AMOUNT ENCLOSED

DO NOT INCLUDE TABLE AND CHAIRS

Visa MasterCard Check (must be received within 5 Days of Application, to above address)

Account# _____ Exp. Date _____ Security Code on Card _____

Name on Card: _____ Authorizing Signature: _____

Cardholder's Billing Address if different than above: _____ Suite#: _____

City: _____ State/Province: _____ Zip/Postal Code: _____ Country: _____

MAIL OR FAX COMPLETED APPLICATION. THIS APPLICATION BECOMES A CONTRACT WHEN SIGNED AND ACCEPTED, WITH ALL TERMS AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE.

Requests for exhibit space will NOT be considered without payment and completed, signed application.

Exhibit booth in order of preference:

1. _____ 2. _____ 3. _____

The Bay Area DIVE SHOW reserves the right to rearrange exhibit space if necessary. If the spaces you have selected are not available, show management will select space.

Name Badges (4 badges per paid booth - \$5 additional badge):

Products and/or services to be promoted at Bay Area DIVE SHOW 2010 (please be as specific as possible):

Resale # _____

(Please see retail sales policy on reverse side. Collection of California Sales Tax is the sole responsibility of the exhibitor.)

I have read, understand, and agree to abide and conform to the regulations specified on the reverse side and hereby applies for booth space at the Bay Area DIVE SHOW 2010 held at the Santa Clara Convention Center, April 30th & May 1st, 2010. This application is executed on the Exhibitor's behalf by its duly authorized representative:

Date: _____

Name (please print): _____

Signature: _____

EXHIBITOR RULES AND REGULATIONS Please read completely. All the below information is important!

EXHIBIT SPACE

All booths are 10 X 10 feet with an 8-foot high back wall and 36-inch side rails. Exhibit booth spaces include a listing in the official show program and listing on the official show web site linked to exhibitor's web site. One standard 6 ft. draped table and two regular chairs are available free of charge per booth if requested at time application is made (late requests cannot be accepted). See important information below for exhibit limitations.

EXHIBIT FEES

Booth Fees are \$899 per 10' X 10' exhibit booth. To hold space, payment must be received in full and a completed and signed application is required. Make check payable to: Dive Chronicles, INC Credit cards are billed with the name "Dive Chronicles"

BOOTH SELECTION

Every attempt will be made to accommodate each exhibitor with their choices. Final exhibit space placement is done by show management committee. With regards to priority, a number of different factors are taken into consideration. These considerations are: 1) flow and overall appearance of the show as judged by show management; 2) date applications with deposits are received (first-come, first-served); 3) amount of space requested for the 2010 show (multiple booth and island exhibitors will have a higher priority) Special considerations may be given to unique space problems on a case-by-case basis. The Bay Area Dive Show reserves the right to make appropriate placements. The Bay Area Dive Show reserves the right to alter locations of exhibitors or of booths as shown on the official floor plan, if deemed advisable, in the best interest of the Bay Area Dive Show. Further, location of Bay Area Dive Show 2010 may be changed if deemed necessary by the Bay Area Dive Show for the good of the show. The Bay Area Dive Show reserves the right to fill space vacancies occurring for the reason of non-arrival or late arrival of the exhibitor's display. Further, should booth space remain empty at 3:30 p.m. Friday prior to show opening, exhibitor will forfeit all space in question. Requests for booths will not be processed without proper payment and a completed, signed application.

LIABILITY & INSURANCE

The Bay Area Dive Show will not be liable for any loss or damage to the property of the exhibitor or its employee due to fire, robbery, accidents, or any cause whatsoever that may arise from use and occupancy of leased space. Exhibitor hereby releases and agrees to indemnify, defend, and hold harmless the Bay Area Dive Show 2010, Santa Clara Convention Center, their managers, officers, members, sponsors, employees, agents, successors, and assigns, for any loss or injuries to exhibitors or their employees, agents, successors, assigns, or guest, or for any damage or loss from any cause whatsoever to property owned, or controlled by, or in the custody of exhibitors; or their employees, agents, or guest. Also for any loss or property damage, or loss of property, or personal injury by whosoever sustained on or about exhibitor's display space, or arising out of exhibitor's participation in Bay Area Dive Show 2010. The Bay Area Dive Show does not guarantee exhibits against loss of any kind. General overall security and reasonable care will be exercised to protect all exhibits and the exhibit area insofar as possible. All exhibitors are required to obtain insurance against property loss or damage and against liability or personal injury.

RETAIL SALES POLICY

Bay Area Dive Show 2010 prohibits all cash & carry transactions involving the retail distribution of diving equipment during the show. This policy is intended to cover all retail merchandise items normally considered diving equipment (tanks, weight belts & weights, wet suits and their accessories, dry suits and their accessories, lycra suits, regulators, B.C.s, dive computers and gauges). Prices on dive gear may be posted. Prices on dive gear may only be distributed if they are a part of a general brochure.

This policy does not cover vacation, travel, scuba courses, artwork, posters, photographs, bags, clothing, books, jewelry, boats, kayaks, compressors, videotapes, cameras and accessories, and watches. If you intend to sell items

not specifically covered herein, you must get prior written approval from Bay Area Dive Show 2010. All retail sales are subject to the confines of all applicable local, state, federal, and tax laws. Resale # must be submitted for any retail sales.

EXHIBIT LIMITATIONS

Backwall maximum height is 8', any deviation must have prior approval from show management. The side wall may reach a maximum height of 8' extending only 5' out from the backwall, then must drop to 4' in height to the aisle. Overhead canopies are not allowed. Exhibitor decorations may not obstruct other displays nor project into the aisles. No portion of the display including decorations, posters, signs, fliers or other promotional material may be attached to the convention center structure in any way. All decorations must have been flame proofed and pass inspection by all designated authorities of Santa Clara. Fire Marshal regulations available on request. The exhibit activity of each exhibitor in the exhibit areas must be within the exhibitor's allocated exhibit space. Exhibitors may not use noise, lighting or other distractions judged by the Bay Area Dive Show to be offensive to other exhibitors. Visual aid devices, tape recording equipment and similar mechanical devices shall not unduly interfere with or be disconcerting to other exhibitors. Exhibitor literature shall not be distributed outside of the exhibitor's booth area. Exhibitors are subject to all applicable laws and ordinances, and the exhibitor agrees to abide by any rules and regulations or other instructions from the Santa Clara Convention Center. The Bay Area Dive Show reserves the right to restrict or refuse or expel at any time exhibits which in its judgement are not in keeping with the nature, character or appearance of other exhibits or of the exhibition as a whole.

REFUNDS AND CANCELLATIONS

Cancellations will not be accepted within 90 days of the scheduled exhibit date. Cancellations more than 90 days from the show date must be in writing. The exhibitor is responsible for the total booth rental, irrespective of the reason for cancellation, including cancellation by exhibitor because of the failure of any exhibit to arrive for any reason.

GENERAL INFORMATION

No exhibitor may, without written permission from the Bay Area Dive Show, assign, sublet or apportion all or any part of the privileges or of the space assigned to him, nor permit any other party to exhibit herein, nor be allowed to distribute any literature or advertising materials for the purpose of promoting any business other than that of the exhibitor to whom the space is assigned. Four badges per booth will be allotted. Additional badges may be purchased at \$5 each. Badges are for representatives of your company to staff your booths. This is a strict security measure that must remain intact. Exhibitors may purchase tickets to the event at the reduced pre-sale price. Badge/ticket requests will be sent with decorator kit at a later date. In the event of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy, or any other cause beyond our control, or if the show or any part thereof is prevented from being held or cancelled by the Corporation or the exhibit space applied for herein becomes unavailable, the Bay Area Dive Show shall not be liable to make any refunds whatsoever to the applicant. Exhibitors shall care for and keep in good order space occupied by them and surrender such space at the close of the Bay Area Dive Show in the same condition as it was when taken over. If the space occupied shall be damaged by the participant, their employees, patrons or guests, they shall pay such claims as are necessary to restore the space to its original condition. The Bay Area Dive Show will arrange for sweeping and cleaning of general walkways, but exhibitors must keep their own exhibits clean and constantly in first-class condition. No exhibitors shall be allowed to remove any of their booth's display until the show is officially closed. Exhibitors violating this policy will lose all priority and may be excluded from the next year's show. This agreement contains the entire agreement of the parties hereto with respect to matters embraced herein. Nothing in this provision, however, shall preclude the Corporation from adopting additional rules and regulations, orally or in writing as the Corporation deems necessary.