

Exhibitor Contract for **New York Photo Show** Show & Sale of 19th
- 21st Century Photographic Images

Saturday, March 31, 2012 Lighthouse Conference Center 111 E.
59th Street 2nd floor New York, New York 7 blocks from the Park Avenue Armory

Promoted by: USFOTOFAIRS, LLC • <http://www.usphotoshows.com>

Steven Yager • 703/845-5555 • syager@aol.com

**PLEASE CALL TO RESERVE YOUR TABLES. Complete the contract and mail to me. I
WILL RETURN A SIGNED COPY TO YOU.**

I. THE EXHIBITOR UNDERSTANDS AND AGREES AS FOLLOWS: It is understood that participation in this show is at the sole discretion of the promoter. It is further understood that if the promoter returns booth payment to Exhibitor for any reason, neither party shall have any further rights, obligations, or liabilities with regard to the other.

II. EXHIBITOR'S RESPONSIBILITIES:

Exhibitor agrees to offer merchandise for sale limited to authentic photographic arts. No copies/reproductions/fakes, cameras, or related equipment/merchandise may be offered. Set-up times to be announced later. Set-up must be completed by the scheduled opening time of the show on Saturday morning, and exhibitor must remain open for business with an attendant present during show hours. Pack out must be completed by 7 pm Saturday, March 19, following the closing of the show at 4pm. Exhibitors must comply with all governmental requirements in connection with sales tax, and will be responsible for collecting/paying all applicable taxes, and for securing any necessary licenses/permits.

(A) Exhibitor is responsible for returning the space and equipment to the condition found. (B) No tables may be sublet or shared without the written consent of the promoter. (C) Sole responsibility is taken by the exhibitor for the security of his/her personnel, merchandise, and personal belongings.

III. PROMOTER'S RESPONSIBILITIES: (A) Carefully assess all exhibitor applications for acceptance into the show based on appropriateness of merchandise to be offered. (B) Attend to all reasonable needs related to holding the event in the facility before the show and act as on-site coordinator during the event. (C) Advertise the event in appropriate specialty websites online. Supply show cards to exhibitors upon request.

IV. RULES AND REGULATIONS: (A) Exhibitor must sign original of the back page of this application and return it to USFOTOFAIRS, LLC c/o Steven Yager at PO Box 1700, Falls Church, VA 22041, along with a deposit payable to USFOTOFAIRS, LLC. Once this document is signed by both promoter and exhibitor, the contract is considered to be in force.

(B) **The full balance due is due 31 days before the show.** Failure to pay by this date may, at the promoter's discretion, cause forfeiture of exhibitor's rights and deposit under this agreement.

(C) Hallways and aisles must be kept clear at all times. No smoking is allowed inside facility.

(D) Promoter reserves the right to make such additional rules and regulations as he deems proper and necessary, and exhibitor agrees to accept such rules and regulations and any interpretation of such as set by promoter.

V. CANCELLATION: (A) If the Show is canceled by the promoter for any reason, promoter's sole responsibility to exhibitor is to return any monies previously paid by exhibitor for space, and neither party shall have any further rights, obligations or liabilities to the other. (B) Cancellation by exhibitor for any reason after signing the contract at any point in time will result in forfeiture of all monies paid to USFOTOFAIRS, LLC and exhibitor is obligated to pay the full balance of the table rental as itemized in this contract. Monies cannot be applied to future USFOTOFAIRS, LLC shows.

(C) Cancellation must be made by telephone directly with the promoter, not by mail, fax, email, or answering machine. Failure to honor the cancellation clause of this contract may result in exhibitor being disqualified from participating in future USFOTOFAIRS events.

VI. CONTRACT: (A) This application does not become a valid contract until signed by both promoter and exhibitor, and cannot be assigned without the prior written consent of the promoter. (B) This Agreement and performance hereunder, and all suits and proceedings hereunder, shall be interpreted and construed to the laws of Virginia.

VII. INDEMNIFICATION: Exhibitor expressly releases promoter, facility, and their employees and agents from liability for any injury to persons or property not caused by their negligence, and for all liability for indirect, special, incidental, or consequential damages, injury, or loss including, without limitation, any damages from any loss of profit or economic loss arising out of or in connection with the use of the space or grounds of this show for the display of merchandise or other services or actions performed or omitted in connection with this agreement.

VIII. ARBITRATION:

Any controversy or claim between the parties, whether or not arising out of or related to this Agreement or any breach thereof, shall be settled by a single arbitrator in an arbitration proceeding administered by The McCammon Group and held in Alexandria, Virginia under the arbitration rules of the McCammon Group then in effect. The arbitrator's decision shall be final, and judgment on the decision may be entered in any court having jurisdiction and otherwise enforced pursuant to processes available under governing law. The arbitrator shall award a party who substantially prevails in any controversy its reasonable attorney's fees, expenses, and costs.

FAQs About the Show

SHOW HOURS: Saturday – 8am – 11am Early Buyers; Saturday – 11am – 4pm Regular Admission.

PARKING: Multiple garages/lots available within a block of the show. Prices vary.

TABLES measure 6 feet long x 3 feet deep. CHAIRS are supplied with each table.

PACK OUT: Facility must be vacated no later than 7pm Saturday. No exceptions.

New York Photo Show • Saturday, March 31, 2012 *Please complete this page and return it immediately with your deposit. We will return a signed copy to you.*

<http://www.usphotoshows.com> Steven Yager • 703/845-5555 • syager@aol.com

All checks payable to USFOTOFAIRS, LLC. No foreign checks or bank drafts accepted.

Mail to: USFOTOFAIRS, LLC • c/o Steven Yager • PO Box 1700, Falls Church, VA 22041

PLEASE PRINT LEGIBLY

The undersigned exhibitor applies for the space listed above and encloses payment herein:

Trade Name for Signs & Listings: _____

Exhibitors Name: _____

Assistant Name(s) (1 per table; not dealers, please): _____

Mailing Address: _____

City / State / Country / Zip Code: _____

Cell phone: _____ E-mail Address: _____

Phone Number: Day: _____ Fax Number: _____

Quantity of show cards requested: _____ 100 _____ 200 _____ Other

CIRCLE TABLE COUNT AND ENTER FEES TO CONFIRM AMOUNTS.

Contracts *I would like 1 2 3 4 six-foot tables @ \$245ea till 1/15/12 after 1/15/12 if available \$275 center of the room tables.*

I would like 1 2 3 4 six-foot tables @ \$295ea till 1/15/12 after 1/15/12 if available \$325 window tables.

Window tables have a little shelf.

I would like 1 2 3 4 six-foot tables @ \$325/ea till 1/15/12 after 1/15/12 if available \$350 wall tables. You may hang photos on the wall (need to use tape, hooks and nails as provided).

Phone Number: Day: _____ Fax Number: _____

Quantity of show cards requested: _____ 100 _____ 200 _____ Other

THE TERMS AND CONDITIONS OF THE ABOVE EXHIBITOR CONTRACT ARE AGREED TO BY:

EXHIBITOR:

Signature Date Exhibitor

PROMOTER: _____ Steven Yager

for USFOTOFAIRS, LLC _____ Date

Mobile: _____ E-mail

Address: _____

ONCE SIGNED BY MANAGER AND EXHIBITOR(S), THIS DOCUMENT CONSTITUTES A CONTRACT.