



**TO:** Potential YMCA Exhibitors  
**FROM:** Ashley Ibanez  
**DATE:** February 18, 2010  
**RE:** YMCA Nationals Gymnastics Competition 2010

**You don't want to miss this opportunity to participate as an exhibitor at our 2010 YMCA Nationals Gymnastics Competition in San Diego, CA. This event will be held at the Town and County Hotel and Resort in the Mission Valley Hotel Circle, June 22-25, 2010. This event includes YMCA Gymnastics Teams from all over the country including both boys and girls of all ages and their families. We are pleased to extend this invitation to you.**

YMCA Nationals is offering standard 8'x10' spaces to be set up in the entrance of the event at the Town and County. The fee for one booth space is \$585 and is based on a first-come, first served basis. Your company is one of a select group of vendors that we are inviting to exhibit at this competition. We hope to make this competition a rewarding and beneficial experience for all.

The prospectus package will be emailed to you by GES by April 2010. This packet provides all the information you need to reserve your space at the 2010 YMCA Nationals Gymnastics Competition. To confirm your booth space, please fill out the enclosed Exhibitor's Agreement and return it with your **full fee**. This fee is refundable less a 15% administration fee, and after May 14, 2010 there are no refunds. Act quickly as space is limited and will fill quickly.

If you are not the right person to receive this information, please forward this invitation to the appropriate person at your company who will be involved in making the decision to exhibit at this event.

Please visit our web site for additional information at [www.ymcanationals2010.org](http://www.ymcanationals2010.org).

**Exhibit Booth Costs**

- **\$585 for a 8'x10' standard booth purchased on a first-come, first served basis, pending availability**
- **If vendor applications are received after May 15, 2010, cost will increase to \$635 for a 8'x10' standard booth only if space is available.**

You will receive a confirmation letter upon receipt of your Exhibitor's Agreement and full payment. Additional information regarding your exhibitor's kit and hotel rate will be sent as soon as possible. If you have further questions, please contact Ashley Ibanez at 619-449-9622 ext. 1210 or [aibanez@ymca.org](mailto:aibanez@ymca.org).



**EXHIBITOR'S AGREEMENT**  
for  
**YMCA Nationals Gymnastics Competition 2010**  
**June 22-25, 2010**

**SPONSOR:** Cameron Family YMCA

**LOCATION:** Town and Country Hotel and Resort  
500 Hotel Circle N.  
San Diego, CA 92108  
Phone: 1-800-77-ATLAS

**EXHIBIT SHOW TIMES:** Exhibit hours have been scheduled to give exhibitors maximum exposure. This is your opportunity to make connections with the participants and demonstrate your newest products/services

<u>Date</u>	<u>Hours</u>
Monday, June 21(set-up)	10am-6pm
Tuesday, June 22	8am-9pm
Wednesday, June 23	8am-9pm
Thursday, June 24	8am-9pm
Friday, June 25	8am-5pm

**EXHIBITOR SET-UP:** Exhibits set-up will be from 10am-6pm on Monday June 21, 2010

**All exhibitors must be ready to exhibit by 8am Tuesday June 22, 2010.**

**EXHIBITOR** Exhibits can be taken down app. 5:30 pm (immediately after final competition)

**TEARDOWN:** Friday June 25, 2010

- All times are subject to change

We will not allow persons less than 18 years of age in the exhibit space during set-up and teardown time.

**BOOTH COST** A 8'x10' booth space will be assigned upon receipt of signed contract, full payment and insurance: **Booth pricing options are:**  
1) **\$585 for a 8x10 corner booth purchased on a first-come, first served basis, pending availability (After May 15, \$635)**

- 2) **\$1170 for a 16x10 double booth purchased on a first-come, first served basis, pending availability (After May 15, \$1270)**

**SECURITY:** Security will be provided to ensure protection of your booths.  
Notwithstanding the foregoing, the provision of Security hereunder shall not release Exhibitor from its responsibilities set forth in the Hold Harmless Clause of this Contract.

**EXHIBIT SPACE:** The amount of space is limited. Spaces will be secured upon receiving your full payment. Please note that we reserve the right to exclude any exhibitor if we have reached our set maximum of a type of exhibit so as not to replicate products.

**PACKAGE INCLUDES**

- 1) 8'x10' booth with standard booth drapery (8' high back-wall and 3' high sidewall drape) and 7" x 44" one-line exhibitor's identification sign
- 2) One (1) 6' skirted table (skirted on three sides)
- 3) One (2) side chairs
- 4) One (1) wastebasket

*The exhibit hall is CARPETED.*

**EXPOSITION SERVICE:** You will receive your Exhibitor's kit from our selected decorator. More information will follow.

#### **RULES AND REGULATIONS FOR CONDUCTING AN EXHIBIT:**

The YMCA of San Diego County reserves the right to accept or reject any exhibit, which might be objectionable, and to prohibit any exhibits that would detract from the general character of the competition. These rules and regulations stated here and within the Exhibitor's Prospectus constitute a bona fide part of the contract for space. The YMCA of San Diego County reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well being of the exposition, all interpretation and decisions shall be accepted as final in all cases. It is the responsibility of the exhibiting firm to be fully familiar with these Exhibit Rules and Regulations and to see that all company representatives attending the Exposition are also familiar with them and Exhibitors agree to abide by all Rules and Regulations established by YMCA of San Diego County for its participation in this event.

1. No exhibitor may assign, sublet or apportion his or her space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of his business, nor permit any agent or any exhibiting firm to solicit business in his or her space.
2. YMCA of San Diego reserves the right to alter the exhibit floor or change space assignment in case of an emergency and/or in the interest of any Exhibitor.
3. Exhibitors shall be set up so that they will in no way project beyond the space provided. They shall not obstruct the view of, or interfere with, the exhibits of others.
4. Mechanical devices or any other apparatus must not be noisy or interfere with other exhibitors. Exhibitors shall refrain from producing any sounds loud enough to interfere with normal conversation in adjacent booths.
5. Exhibitors may not canvass or distribute advertising material outside their booth area.

6. A \$25.00 service fee will be assessed for each returned check.
7. **NO REFUNDS** will be issued on booth space that is cancelled after May 14, 2010.
8. Exhibitors are responsible for the set-up and breakdown of their own exhibits, unless this has been contracted to the official decorator
9. Exhibitors are responsible for their own travel, lodging, food, shipping, and other costs.
10. Exhibitors may not dismantle their booth(s) before the designated time.
11. Exhibitors and their representatives must wear their identification badge, containing the name of the firm that contracted space.
12. Exhibitors may not display the YMCA name, logo, designs or Mark in their booths without the prior written approval by YMCA of San Diego County, which may be withheld in its sole discretion. If an Exhibitor does **not** have a national preferred vendor contract with YMCA of San Diego County, that Exhibitor may **not** display the YMCA name or logo on its merchandise, samples, brochures, giveaway items or in its Exhibit in any other manner whatsoever
13. No one under the age of 18 is allowed on the exhibit floor during exhibit setup.
14. All exhibitors engaged in sales must bear CA State Permit or Tax Number. Call the State Controller for additional information.

**LIMITATION OF LIABILITY**

Neither party will be liable for incidental, special, or consequential damages, including for the loss of profits or other economic damages, even if advised of the possibility of such damages. This limitation will apply regardless of the form of action, whether in contract or not, including negligence.

**NON-WAIVER**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed a waiver of such rights or a waiver of any subsequent breach.

**NO AUTHORITY TO BIND CLIENT**

Exhibitor has no authority to enter into contracts or agreements on behalf of YMCA.

**DECLARATION BY INDEPENDENT CONTRACTOR**

Exhibitor declares that Exhibitor has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**HOW NOTICES SHALL BE GIVEN**

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to that party or by certified mail; return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**ASSIGNABILITY CHOICE OF LAW**

This Agreement may not be assigned, in whole or in part, except with a written agreement by both parties. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of California, without reference to its choice of law principles.

**ENTIRE AGREEMENT**

This is the entire Agreement of the parties and cannot be changed or modified orally.

**SEVERABILITY  
AMENDMENTS**

If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.



**HOLD HARMLESS CLAUSE:**

It is understood that neither the YMCA of San Diego or its members, officers, directors, or employees (YMCA) shall be responsible or liable for injury to any person or persons for loss of or damage to any property belonging to the exhibitor or any person or persons while in transit to or from the Town and Country Resort and Convention Center (T&C) or while in the T&C or otherwise. The exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of the property of the exhibitor's guests and all property of the T&C used by the exhibitor or brought upon the T&C on exhibitor's behalf. The exhibitor also assumes full responsibility and liability for all injury to all persons or property in any way connected with exhibitor's display caused by the exhibitor's exhibit, agents, representatives, or employees. The exhibitor indemnifies and agrees to hold the YMCA and its members, officers, directors, or employees, as well as the legal entities which own, lease, and/or operate the T&C, harmless against all claims, liability, loss or damages from any cause arising from exhibitor's performance and/or use of the T&C by exhibitor's agents, representatives, employees, or invitees.

The Vendor shall provide Commercial General Liability Insurance in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage, and shall name "YMCA of San Diego County" as an additional insured. Such insurance shall be primary and noncontributing with any other insurance in effect for the YMCA. A Certificate of Insurance and Additional Insured endorsement showing proof of such coverage shall be given to the YMCA prior to the commencement of the event.

**I agree to the Entire Agreement for \_\_\_\_\_ exhibit booth(s) at \$\_\_\_\_\_ per space equaling \$\_\_\_\_\_ in total contract. I have read and agree to abide by the RULES FOR CONDUCTING AN EXHIBIT, the HOLD HARMLESS CLAUSE and all the conditions of this Contract.**

\_\_\_\_\_  
Signature and company title [Name of Person Authorized to Sign on Behalf of Exhibitor]

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Your product/service description

**Please return this contract with a full payment. *NO REFUNDS AFTER MAY 14, 2010***

**Choose payment method: Check (Payable to YMCA of the USA) Credit Card: (choose one)**

MasterCard  Visa  American Express  Discover

***If choosing credit card, please complete the information below:***

Credit Card Number: \_\_\_\_\_ Expiration Date (m/y) \_\_\_\_\_

Name on card: \_\_\_\_\_ Signature: \_\_\_\_\_

**Confirmation and other pertinent information will be mailed shortly after receipt of contract and payment.**

Please Mail to Attn:

**Ashley Ibanez  
Cameron Family YMCA  
10123 Riverwalk Dr.  
Santee, CA 92071**

**Or**  
**FAX: 619-449-9624**

END OF EXHIBITOR'S CONTRACT