

Priority Number _____

**33rd NATIONAL SPORTS COLLECTORS CONVENTION
BALTIMORE CONVENTION CENTER
AUGUST 1-5, 2012**

EXHIBITOR SPACE CONTRACT

Exhibitor Space for the show will consist of 10'x10' or 10'x15' booths. Space is sold on a priority basis and payment must be made according to this contract.

- 1) Exhibitor agrees that the space rented will be used by the renter for the purpose of buying, selling and trading sports and other hobby related collectibles.
- 2) The Baltimore Convention Center, the NSCC Committee, SMI LLC and the City of Baltimore assume no responsibility for lost or stolen property. Additionally, the aforementioned indemnify themselves against any unforeseen incidents or acts of God that might cause the show to be cancelled.
- 3) Exhibitor agrees to abide by all show rules, policies and procedures and to accept the responsibility for the compliance of the same by all members of his or her party throughout the course of the show. *(See reverse side.)*

COMPANY NAME: _____

EXHIBITOR NAME: (Last) _____ (First) _____

ADDRESS: _____

CITY/STATE/ZIP: _____

DAYTIME TELEPHONE NO: _____ **FAX NO:** _____

E-MAIL ADDRESS: _____ **CELL #** _____

SECONDARY NAME: _____

BOOTH SPACE NO: _____

I WOULD LIKE TO RESERVE _____ 10'X 10' BOOTH(S) @ \$1050 ea. = \$ _____ or
I WOULD LIKE TO RESERVE _____ 10'X 15' PROMENADE BOOTH(S) @ \$1,295 ea. = \$ _____
50% DEPOSIT DUE ON BOOTH SELECTION = \$ _____
BALANCE DUE – DECEMBER 1, 2011 = \$ _____

IF FULL PAYMENT IS NOT RECEIVED BY DECEMBER 1, 2011, BOOTH IS SUBJECT TO FORFEITURE WITHOUT REFUND. I HAVE RECEIVED A COPY OF THIS EXHIBITOR SPACE CONTRACT AND HAVE CAREFULLY READ THE SHOW RULES, POLICIES AND PROCEDURES LOCATED ON THE REVERSE OF THIS AGREEMENT.

EXHIBITOR SIGNATURE: _____ **DATE:** _____

FOR OFFICE USE:

RECEIVED \$ _____ CK # _____ DATE: _____

SPACE(S) ASSIGNED: _____ CREDIT CARD _____

ACCEPTED BY: _____ BALANCE DUE: \$ _____ CASH _____

1. THE MANAGERS: THE 33rd NATIONAL SPORTS COLLECTORS CONVENTION (33rd NATIONAL) IS PRODUCED BY SMI, LLC, REFERRED TO HEREAFTER AS "MANAGER" OR "SHOW MANAGER," P O BOX 1031, EDISON, NJ 08818, TELEPHONE (866)-323-NSCC (866-323-6722) (TOLL FREE), FAX (732) 790-1265.
2. VENUE: THE 33rd NATIONAL (HEREIN CALLED THE "SHOW") WILL TAKE PLACE AT BALTIMORE CONVENTION CENTER, BALTIMORE MD. (HEREIN CALLED THE "SHOW SITE") ON SIX CONSECUTIVE DAYS, JULY 31-AUGUST 5, 2012.
3. EXHIBITION TIMETABLE (TENTATIVE)

	TUESDAY	9:00 AM – 4:00 PM	EARLY MOVE-IN
	WEDNESDAY	8:00 AM – 8:00 PM	MOVE-IN AND SNEAK PEEK
	THURSDAY-SATURDAY	10:00 AM – 6:00 PM	EXHIBITION
	SUNDAY	10:00 AM – 5:00 PM	EXHIBITION AND MOVE OUT

ALL EXHIBITS MUST BE FULLY SET-UP BY SHOW OPENING, AND ALL EXHIBITS MUST BE OPEN FOR BUSINESS DURING ALL SHOW HOURS, NO DISMANTLING OR PACKING MAY BE STARTED BEFORE THE SHOW CLOSING ON SUNDAY. COOPERATION ON THIS POINT FROM ALL EXHIBITORS IS REQUIRED. ANY SPACE NOT OCCUPIED BY THURSDAY, AUGUST 2, 2012, 10:00 AM WILL CAUSE THE EXHIBITOR TO BE IN DEFAULT OF THIS CONTRACT. NOTE: TIMES AND DATES ARE SUBJECT TO CHANGE.

4. EXHIBIT AREA: ALL AISLES AND ENTRANCE DOORS WILL BE UNDER CONTROL OF THE ORGANIZER. MERCHANDISE DISPLAYS, SIGNS OR OTHER PROPERTY OF THE EXHIBITORS MAY NOT EXTEND INTO AISLES TO OBSTRUCT THE VIEW OF OTHER SPACES OR AISLES. EXHIBITORS AND THEIR AGENTS MAY NOT SELL MERCHANDISE, GIVE SOUVENIRS OR HAND OUT ANY LITERATURE OF ANY KIND ANYWHERE OTHER THAN IN THEIR ASSIGNED EXHIBIT SPACE.
5. UNAUTHORIZED ITEMS: THE 33rd NATIONAL/NSCC WILL NOT PERMIT DISPLAY, SALE AND/OR DISTRIBUTION OF ANY COUNTERFEIT, UNLICENSED AND/OR OTHER PRODUCT MERCHANDISE THAT DOES NOT ENHANCE FAMILY VALUES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY ITEM PORTRAYING OR PROMOTING NUDITY, NO GAMBLING DEVICES, GRAB BAGS, DICE GAMES, WEAPONS, HARD ALCOHOL OR TOBACCO WILL BE ALLOWED. VIOLATION MAY RESULT IN IMMEDIATE EXPULSION FROM THE SHOW.
- 5A. ABSOLUTELY UNDER NO CIRCUMSTANCES MAY ANY EXHIBITOR HAVE ANYONE SIGNING AUTOGRAPHS AT HIS/HER EXHIBIT LOCATION. VIOLATION MAY SUBJECT EXHIBITOR TO IMMEDIATE EXPULSION FROM THE SHOW.
6. PROMOTIONAL MATERIALS: NO WRITTEN MATERIALS MAY BE DISTRIBUTED IN THE COMMON AREAS OF THE SHOW SITE OR OFFICIAL 33rd NATIONAL HOTELS, OR LEFT FOR DISTRIBUTION TO THE PUBLIC UNLESS APPROVED IN WRITING BY THE MANAGER. THE 33rd NATIONAL HAS LICENSE TO, AND MANAGER HOLDS, SOLE MERCHANDISING RIGHTS FOR ANY PRODUCT(S) BEARING THE OFFICIAL 33rd NATIONAL LOGO OR HEADING "THE NATIONAL", "33rd NATIONAL" OR "NATIONAL SPORTS COLLECTORS CONVENTION."
7. BADGES: EXHIBITORS AND THEIR EMPLOYEES MUST APPLY FOR EXHIBITOR BADGES FROM THE MANAGERS AND WEAR SUCH BADGE AT ALL TIMES WHEN IN THE SHOW SITE. BADGES ARE NONTRANSFERABLE AND IF TRANSFERRED TO OR USED BY ANY PARTY OTHER THAN THE INDIVIDUAL TO WHOM IT WAS ISSUED, THEY MAY BE CANCELLED BY THE SITE MANAGER AT THE MANAGER'S DISCRETION.
8. ALLOCATIONS OF SPACE: NO EXHIBITOR MAY SUBLET, SUBCONTRACT, SHARE HIS ALLOCATED AREA WITH OR ASSIGN HIS CONTRACT TO ANY OTHER COMPANY OR INDIVIDUAL. THE MANAGER RESERVES THE RIGHT FOR ANY REASON TO CHANGE THE LAYOUT OF THE EXHIBITION, OR ANY PART THEREOF, OR CANCEL OR POSTPONE THE SHOW WITHOUT ANY LIABILITY TO THE EXHIBITORS. IN THE EVENT OF CANCELLATION OR POSTPONEMENT FOR ANY REASON OTHER THAN AS PROVIDED IN SECTION 13 OF THIS CONTRACT, EXHIBITORS WILL BE NOTIFIED.
9. EXHIBITORS MUST COMPLY WITH ALL REGULATIONS OF UNIONS APPLICABLE TO RECEIVING, SETUP, DISPLAY, DISMANTLING, AND REMOVAL OF THEIR EXHIBITS.
10. FIRE, THEFT, ACCIDENT: MANAGER WILL MAINTAIN A SECURITY SERVICE IN THE BUILDING AND/OR SHALL MAKE REASONABLE EFFORTS TO PROVIDE SECURITY. HOWEVER, MANAGER SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF EXHIBITOR OR ITS PROPERTY, EMPLOYEES, VISITORS OR CUSTOMERS FROM THEFT, DISAPPEARANCE, PILFERAGE, INJURY OR DAMAGE BY FIRE, ACCIDENT, OR ANY OTHER CAUSE. EXHIBITOR ASSUMES SOLE LIABILITY FOR ANY LOSSES RESULTING FROM SUCH CAUSES. MANAGER SHALL NOT PROVIDE INSURANCE FOR THE BENEFIT OF THE EXHIBITOR OR ITS PROPERTY. EXHIBITOR IS RESPONSIBLE FOR PROVIDING ITS OWN INSURANCE FOR HIS PROPERTY AND GENERAL LIABILITY. EXHIBITOR AGREES TO ABIDE BY THE CITY FIRE PREVENTION CODE AND THE EXHIBIT HALL FIRE REGULATIONS PROMULGATED BY THE OWNER OF THE HALL, WHICH AMONG OTHER REGULATIONS, PROHIBITS ATTACHMENT OF ANY SIGNS OR OTHER ITEMS TO THE WALLS OF THE BUILDING, OR TO ATTACH SIGNS TO THE DRAPERY OF BOOTHS UNLESS FIREPROOFED. OTHERWISE SUCH ITEMS MUST BE AT LEAST SIX (6) INCHES AWAY FROM DRAPERY.
11. THE MANAGER AND THE SHOW SITE DO NOT ACCEPT RESPONSIBILITY, NOR IS A BAILMENT CREATED FOR MERCHANDISE OR EQUIPMENT DELIVERED BY OR TO EXHIBITORS AT ANY TIME. THE MANAGER AND THE SHOW SITE ARE NOT RESPONSIBLE FOR ANY LOSS OR THEFT OF EXHIBITOR'S MERCHANDISE OR EQUIPMENT DURING ANY PERIOD OF THE SHOW, OR DURING SETUP/DISMANTLING.
12. INDEMNIFICATION: EXHIBITOR SHALL INDEMNIFY AND HOLD HARMLESS THE ORGANIZER FROM ANY DAMAGES, EXPENSES, LOSSES OR LIABILITIES INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES RESULTING FROM ANY CLAIMS, DEMANDS, SUITS OR OTHER ACTIONS BASED ON OR ARISING OUT OF THE EXHIBITOR'S OCCUPATION OR USE OF THE EXHIBIT SPACE, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS AND DEMANDS OF EXHIBITORS, THEIR AGENTS, EMPLOYERS, REPRESENTATIVES, CUSTOMERS AND GUESTS FOR INJURY TO PERSON OR PROPERTY ARISING BY VIRTUE OF ANY OCCURRENCE IN THE EXHIBIT SPACE OR THE SHOW SITE OR IN THE PARKING AREAS IN PROXIMITY TO THE SHOW SITE DURING THE CONTRACT TERM, AS WELL AS ANY PERIOD DURING WHICH EXHIBITOR IS MOVING INTO OR OUT OF THE BALTIMORE CONVENTION CENTER.
13. IN THE EVENT THAT, BECAUSE OF WAR, FIRE, STRIKE, GOVERNMENT REGULATIONS, PUBLIC CATASTROPHE, ACT OF GOD OR THE PUBLIC ENEMY, OR OTHER CAUSE BEYOND THE CONTROL OF THE SHOW OR SHOW MANAGER, THE SHOW OR ANY PART THEREOF IS PREVENTED FROM BEING HELD, IS CANCELLED BY THE SHOW MANAGER, THE EXHIBIT SPACE BECOMES UNAVAILABLE, ANY REFUND OF EXHIBIT FEES TO THE EXHIBITOR SHALL BE AT THE ABSOLUTE DISCRETION OF THE MANAGERS. SUCH A REFUND, IF GIVEN, SHALL BE PROPORTIONATE SHARE OF THE BALANCE TO THE AGGREGATE EXHIBIT FEES RECEIVED WHICH REMAINS AFTER DEDUCTING THE EXPENSE INCURRED BY THE SHOW AND REASONABLE COMPENSATION TO THE SHOW, BUT IN NO CASE SHALL THE AMOUNT OF REFUND TO THE EXHIBITOR EXCEED THE AMOUNT OF EXHIBIT FEE PAID. EXHIBITORS SHALL NOT HAVE ANY RIGHT TO AN ACCOUNTING REVIEW OR AUDIT OF THE FINANCIAL RECORDS OF THE SHOW.
14. CANCELLATION: SHOW MANAGEMENT WILL NOT ACCEPT ANY CANCELLATIONS AFTER MARCH 1, 2012. ANY EXHIBITOR CANCELLING BOOTH SPACE PRIOR TO THAT DATE WILL RECEIVE ANY BOOTH FEES PAID MINUS A \$100 PROCESSING FEE. FULL PAYMENT FOR ALL BOOTHS SELECTED/RESERVED MUST BE MADE PRIOR TO SETTING UP AT THE NATIONAL UNLESS BOOTHS HAVE BEEN CANCELLED PRIOR TO MARCH 1.
15. EXHIBITORS MAY CHOSE TO ROLLOVER PAYMENT TO THE SUBSEQUENT NATIONAL UP UNTIL 30 DAYS PRIOR TO THE START OF THE NATIONAL. PAYMENT MAY BE ROLLED OVER ONE TIME ONLY OR IT WILL BE FORFEITED.
16. ANY CANCELLATIONS WITHIN 1 MONTH OF THE NATIONAL WILL RESULT IN FORFEITURE OF SPACE WITHOUT REFUND.
17. THE MANAGER SHALL HAVE FULL POWER TO INTERPRET AND/OR AMEND THESE TERMS AND CONDITIONS, WHICH, IN ITS DISCRETION, SHALL BE IN THE BEST INTEREST OF THE SHOW. THE DECISION OF THE SHOW MANAGER MUST BE ACCEPTED AS FINAL IN ANY DISPUTE BETWEEN EXHIBITOR AND ANY SITUATION NOT COVERED BY THESE TERMS AND CONDITIONS.
18. THE REPRESENTATIVE OF EXHIBITOR, WHO EXECUTES THIS AGREEMENT FOR AND ON BEHALF OF SUCH PARTY, IF ANY, WARRANTS TO MANAGER THAT HE OR SHE POSSESSES THE REQUISITE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND ANY OTHER DOCUMENT IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY.
19. IN THE EVENT ANY PROVISION HEREOF IS FOUND INVALID OR UNENFORCEABLE, EITHER AS A RESULT OF ARBITRATION OR JUDICIAL DECREE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE ACCORDING TO ITS TERMS.
20. IF EXHIBITOR SHALL MAKE ANY PAYMENT TO MANAGER HEREUNDER BY MEANS OF CHECK, WHICH FAILS TO BE HONORED FOR ANY REASON, EXHIBITOR SHALL PAY TO MANAGER A RETURN PAYMENT FEE OF THIRTY DOLLARS (\$30.00) FOR EACH SUCH CHECK.
21. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING AND CONTRACT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS OR COMMUNICATIONS WITH RESPECT TO THE SUBJECT MATTER HEREOF, ALL OF WHICH COMMUNICATIONS ARE MERGED HEREIN.
22. ALL RULES AND REGULATIONS OF THE 33rd NATIONAL, NSCC BY-LAWS AND POLICIES AND PROCEDURES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.
23. THE NSCC SHALL HAVE THE ABSOLUTE RIGHT TO TERMINATE THIS AGREEMENT UPON FOURTEEN (14) DAYS PRIOR WRITTEN NOTICE TO THE EXHIBITOR. IF NSCC TERMINATES THIS AGREEMENT, THEN ALL DEPOSITS FOR EXHIBITOR SPACE SHALL BE RETURNED TO EXHIBITOR WITH WRITTEN NOTICE OF TERMINATION FROM NSCC.