



February 29–March 2, 2012
 Orange County Convention Center
 Orlando, FL



INTERNATIONAL PAVILION EXHIBIT SPACE APPLICATION AND AGREEMENT APPA NON-MEMBER

Submission Deadline: November 15, 2011

The undersigned company is herein referred to as “Exhibitor.” American Pet Products Association, Inc. (APPA) and the Pet Industry Distributors Association (PIDA) are the “Management” of Global Pet Expo, herein referred to as the “Trade Show.” Manufacturers’ representatives and suppliers to the pet industry are not eligible for exhibition.

IT IS FURTHER AGREED THAT AT THE TIME OF EXECUTION OF THIS AGREEMENT THE CONDITIONS, RULES AND REGULATIONS PRINTED ON THE REVERSE SIDE HEREOF, AND THE EXHIBITOR MANUAL, AND ANY AMENDMENTS THEREOF, ARE MADE A PART HEREOF AS THOUGH FULLY INCORPORATED HEREIN, AND THAT SAID EXHIBITOR AGREES TO BE BOUND BY EACH AND EVERY ONE THEREOF AND ANY ATTACHMENTS HERETO.

Show Management Use Only
Country_____
Stand Number_____
Date Payment Rec'd_____
Payment Amount_____

COMPANY INFORMATION

Company:_____

Contact Name:_____ Title:_____

Address:_____ City:_____

State/Province:_____ ZIP/Postal Code:_____

Country:_____

Phone:_____ Fax:_____ Email:_____

On-Site Show Contact Name:_____

Mobile Phone:_____ Email:_____

PRODUCT INFORMATION (MUST BE FILLED OUT BY EXHIBITOR)

Products to be exhibited: (Also list any companies you do not want to be placed next to. Limit three.)

(Continued inside)

Company Name: _____ **Country:** _____

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STAND REQUEST INFORMATION

The following items are included with your 10' pavilion package (quantities for 20' units are doubled):

- (3) 8' high x 1 meter wide white hardwall panels. Each panel has approximately 94 cm of visible width
- Stand carpet
- (1) 1 meter wide x 1 meter high white counter with sliding doors
- (1) 1 meter diameter round table
- (4) padded arm chairs
- (1) waste basket
- Daily stand vacuuming
- (1) Company identification sign
- 500-watt electrical service

Stand Rental Costs: \$3,800 per 10' x 10' stand

Number of 10' x 10' stands: _____ x \$3,800 = \$_____ total

* A standard 10' x 10' stand is equal to 100 square feet.

*Stand assignments will not be made without the required payment **in full** and an authorized signature on this application.* By signing this application, Exhibitor agrees to be bound by the terms contained and referenced herein, as well as those which may be issued by Management and sent to Exhibitor under separate cover prior to the Show.

PAYMENT INFORMATION

Stand will not be assigned until payment **in full** is received by Global Pet Expo.

Payment for 100% of the full selling price of the stand must accompany this Agreement.

Please indicate your method of payment for the required amount (check one):

1. Wire transfer—e-mail miranda@americanpetproducts.org or call 203-532-3611 for information
2. MasterCard Visa American Express

Amount to be charged: _____ † (see note below)

Credit Card Number: _____ CVV Code: _____ Expiration Date (mm/yy): _____ / _____

Name on Card: _____ Phone: _____

Card Billing Address & ZIP Code if Different: _____ Email: _____

Authorized Signature: _____ Date: _____

† Note: If left blank, the required payment amount will be charged.

Company Name: _____ Country: _____

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OPTIONAL ITEMS (PLEASE SELECT ONE PER 10' x 10' STAND):

STAND 1

- Shelves — 1 meter wide x 10" deep each (5 maximum per 3-meter unit)

Quantity: _____

Indicate if you want the shelves flat for product or slanted for literature:

- Flat Slanted

OR

- Wire Grid Panels — 2' wide x 8' tall each (3 maximum per 3-meter unit)

Quantity: _____

- Check here if none required

STAND 2

- Shelves — 1 meter wide x 10" deep each (5 maximum per 3-meter unit)

Quantity: _____

Indicate if you want the shelves flat for product or slanted for literature:

- Flat Slanted

OR

- Wire Grid Panels — 2' wide x 8' tall each (3 maximum per 3-meter unit)

Quantity: _____

- Check here if none required

Company Name — As it should appear on identification sign

Signature of Company Representative

Date

NOTE: Any additional services you require can be ordered directly from the Global Pet Expo vendors from the Exhibitor Services Manual which will be sent out in January 2012.

Pictured below are examples of hard wall units with wire grid panels and with shelves. Please note that your company name sign is located in the front at the aisle and will not obstruct your back wall, so your grid and shelves will have a full wall.



Company Name: _____ **Country:** _____

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Please indicate, by carefully drawing on the picture below, the position in which you wish your wire grid or shelves to be placed. Please indicate preferred distance from floor to first shelf, and distance between shelves.

Remember, your sign header **will not** obstruct your back wall.

If you do not indicate your preference, wire grid and shelves will be positioned on-site at your request. Please note that there may be a wait for this on-site labor. If you need your wire grid or shelves re-positioned upon your arrival, there will be an additional charge for labor.



Signature: _____ Title: _____ Date: _____

Please send pages 1–4 of this application with payment in full to:
American Pet Products Association, Inc.
Attn: Rose Rigano
Fx: 203-532-0551
Email: rose@americanpetproducts.org
Ph: 203-532-0000

Authorized for Global Pet Expo by: _____ Date: _____

Exhibit Space Application and Agreement Terms and Conditions

1. Show Management Rights & Obligations. APPA, PIDA and its agents and employees, shall cause exhibit space to be made available to Exhibitor at the Trade Show. Management reserves the right to determine the eligibility of any product or display to be exhibited or to relocate said exhibit at the Trade Show. Management reserves the right to reject, eject, or prohibit any exhibit, in whole or in part, or any Exhibitor or its representatives upon Management's good faith determination that same has violated one or more of the conditions contained herein or in the Exhibitor Services Manual.

2. Exhibitor Obligations. Exhibitor shall set up its exhibit in its preassigned booth space and cause such exhibit to remain in existence for the duration of the Trade Show. The actual occupancy of the space taken by the Exhibitor is the essence of this Agreement, and if the Exhibitor does not occupy such space, Management is authorized to occupy such space or to cause such space to be occupied as it deems in the best interest of the Trade Show without in any way releasing the Exhibitor from any liability hereunder.

In the case of an APPA member, exhibition of products and/or live animals is limited to those manufactured, bred, or imported by that member or another exhibitor-APPA member at the trade show. In the case of a PIDA member, Exhibitor may exhibit products and/or live animals distributed by said PIDA member.

NO EXHIBITOR MAY ALLOW ANY PORTION OF ITS EXHIBIT SPACE TO BE RELET TO ANOTHER ENTITY FOR ANY PURPOSE OR ANY LENGTH OF TIME.

No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of Management. Exhibitors, products and advertising must remain within the confines of the space provided in the booth as prescribed by Management.

3. Show Dates and Hours. Dates and Hours for installing, showing and dismantling exhibits shall be those specified by Management in the Exhibitor Services Manual. All exhibits must be open for business during exhibit hours and no dismantling or packing may be started before the official close of the Show. Exhibitors in violation of this rule are subject to a \$1000 penalty. Any exhibitor which fails to setup and exhibit in its contracted space by 3:00 p.m. on the last day of setup will have automatically forfeited any rights, privileges and claims of any nature which the exhibitor has, or may have, including any payments previously made. Exhibits must be removed from the building by 2:00 p.m. on the day following the Show closing.

4. Exhibitor List. Exhibitor shall provide a list of Exhibitor employees, manufacturers' representatives, distributors and other invited guests of Exhibitor to Management upon receipt of the Exhibitor badge forms provided by Management. Should amendments be necessary before the Trade Show, Exhibitor shall notify Management in writing of such changes within a reasonable time frame.

5. Exhibitor Conduct. Retail sales and physical exchange of products on Trade Show property are absolutely prohibited, except for samples or giveaways. Solicitation or distribution of any kind is prohibited in the show aisles. Violation of this rule will result in the closure of Exhibitor's exhibit. Any activity that interferes with the activities of or obstructs access to neighboring booths, or that impedes the free flow of movement in the aisles, is prohibited. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other Exhibitors and attendees. Any practice resulting in complaints from any other Exhibitor or any attendee which, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may be prohibited by Management.

6. Booth Representatives. Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives or other agents. At all times, booth representatives shall wear badge identification furnished by Management and must be prepared to provide matching photo identification. Management may limit the number of booth representatives at any time. All booths must be staffed by the Exhibitor during all open show hours.

7. Safety and Fire Laws. Exhibitor agrees to observe all applicable fire and safety laws and regulations. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in the exhibit hall is forbidden by Management. Crowding will be restricted. Aisles and fire exits must not be blocked by exhibits. No storage behind exhibits is provided nor permitted. All wiring and plumbing on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances applicable in the forum. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the exhibition.

Fire Prevention — No combustible decoration, such as crepe paper, tissue paper, etc., shall be used at any time. All packing containers, excelsior, wrapping paper, are to be removed from the exhibit area, and must not be stored under tables or behind displays. All cloth decoration must be flame-proof. All materials and fluids which are

flammable are to be kept in safety containers. If Exhibitor uses its own flame-proof decorations, Exhibitor must be able to produce a proper certificate of flame-proofing upon request.

8. Decoration. Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Management for costs that may devolve upon Exhibitor thereby. An Exhibitor using special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths. The use of logos and graphics must strictly comply with display rules outlined in the Exhibitor Services Manual. If such surfaces remain unfinished at the opening day of the Trade Show, Management shall authorize the officially designated general services contractor to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. All exhibits should be ready for the opening hour of the Trade Show. Management will not allow any noise or moving of exhibits that may cause disruption after this time.

9. Admission. Admission is open to adults affiliated with the industry served by the Exhibition. No persons under 16 years of age, including infants and toddlers, will be admitted to the Trade Show regardless of whether such person is a representative, employee, guest of a member or a buyer. Management shall have sole control over admission policies at all times.

10. Security. Management shall provide the services of a reputable protective agency to patrol the perimeter area of the exhibition hall during the period of installation, exhibition, and dismantling, the provision of which Exhibitor agrees constitutes adequate discharge of all obligations of Management to protect Exhibitor's property. Exhibitor may hire separate security services for protection of the contents of its individual booth in addition to that which is provided by Management at Exhibitor's cost and expense, with prior written approval of Management.

11. Height Limitations. Management shall prescribe height limitations. Exhibitors whose booth exceeds the height limitation will be required at their own expense to alter the display in order to conform with applicable regulations.

12. Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. Management reserves the right to determine the acceptable sound level for such devices in all such instances.

13. Lotteries/Contests. The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval of Management.

14. Personnel and Attire. Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of Exhibitors and the Trade Show.

15. Photography. Management reserves all photographic rights during the Trade Show. Exhibitor may obtain photographs at its own expense from the official Trade Show photographer of Management's choosing. Any other arrangement independent of that provided by the official photographer shall be conducted only with Management's express prior approval, which shall not be unreasonably withheld. All other photography, including digital and cell phone cameras, is strictly prohibited and violation of this rule may result in ejection from the Trade Show floor, removal and custody by Management of the camera and other photographic equipment, and/or confiscation of film.

16. Recording Release. Exhibitors consent to the taking of photographs, video, and audio recording for the use of Global Pet Expo Management in promotional or news materials that may appear in print, online, or in other media.

17. Live Animals. Exhibitors shall notify Management of display of any animals prior to the trade show and complete a "Permission for Pets" form, which is hereby incorporated herewith. Display of such animals shall be directly related to the exhibit and its products. Such animals shall remain under the Exhibitor's constant and complete control and not interfere with surrounding exhibits. Exhibitor shall accept all responsibility for the proper, safe and humane handling of the animal(s) as well as maintain a safe environment for all persons in close proximity to such animal as prescribed by Management. Management may require the removal of any animal at its discretion.

18. Restrictions on Other Exhibits. Exhibitor expressly agrees that neither it nor any of its employees, or agents will conduct, or otherwise participate in, any displays of products, models, samples or similar trade shows (whether for viewing or sales purposes) in any location in the hosting city (other than the Exhibitor's booth) at any time for the duration of the Trade Show. Further, Exhibitor expressly agrees that its employees will not conduct official exhibitor functions in private rooms during business hours of the Trade Show.

- 19. Special Services.** Exhibitor may request electricity, gas, water, phone lines, or other utilities, so long as Exhibitor orders and agrees to pay for them specifically from the persons authorized to supply such services and provided that all laws and regulations of the facility, forum city, and insurance requirements are fully observed.
- 20. Indemnification.** Exhibitor agrees to indemnify and hold harmless Management and the Trade Show facility, and their officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs and other charges resulting from its participation in the Trade Show by reason of personal injuries, death, property damages or any other loss, be it personal, physical or intellectual, sustained by any persons or others. Exhibitor agrees that Management shall not be responsible for any errors or omissions in the listings of Exhibitor, its products or booth in the Trade Show Directory and Buying Guide, or any promotional material.
- 21. Damage to Property.** Exhibitor is solely responsible for damage to the exhibition space's booth, edifice, fixtures or other permanent structures caused by Exhibitor. Exhibitor is prohibited from painting, or using any adhesive or other coating material on the exhibition space's columns, floors or to standard booth equipment. Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, or for moving costs in no way caused by the acts or omissions of Management. Damage to inadequately packed property is Exhibitor's own responsibility. If the exhibit or any other shipped items fail to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor should take steps to ensure against these risks.
- 22. Termination of Trade Show/Force Majeure.** In the event that the premises in which the Trade Show is or is to be conducted becomes unfit for occupancy, as determined by Management, or in the event the holding of the Trade Show or the performance of Management under the agreement (of which these Terms and Conditions are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, said agreement and/or the Trade Show (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause(s) not reasonably within the control of Management. If Management terminates said contract and/or the Trade Show (or any part thereof) as mentioned above, then Management may retain such part of an Exhibitor's booth fee as shall be required to recompense Management for expenses incurred up to the time such contingency occurs, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause(s) not reasonably within the control of Management" includes, but not by way of limitation; fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; acts of war and warlike operations; threats or acts of terrorism; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessity supplies or equipment; local, State or Federal law, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Act of God.
- 23. Resolution of Disputes.** In the event of a dispute or disagreement between Exhibitor and an official contractor; or between Exhibitor and a labor union or labor union representative, or between two or more Exhibitors; all interpretations of the rules governing the exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.
- 24. Receipt of Goods and Exhibits.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.
- 25. Care and Removal of Exhibits.** Management will maintain the cleanliness of all aisles. Exhibitor must, at his own expense, keep exhibits clean and in good order. Further, no materials which substantially alter the integrity or appearance of the booth may be removed from the Trade Show floor until the official close on the last day of the Trade Show. Disturbing or tearing down an exhibit prior to the official closing hour of the Trade Show can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitor Services Manual. In the event any Exhibitor fails to remove his exhibit in the allotted time, Management reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the same in a storage warehouse subject to the Exhibitor's disposition or make such other disposition of this property as Management may deem desirable without incurring any liability.
- 26. Insurance.** Insurance for theft, public liability and property damage should be obtained by Exhibitor.
- 27. Agreement Nonassignable.** Exhibitor may not assign its rights or obligations under this agreement without express written consent of Management.
- 28.** Exhibit must be paid in full according to the balance due date stated on the reverse side of this agreement before any exhibitor is permitted to install its display.
- 29. Payment Procedures.** For booth requests received PRIOR to the first booth assignment day, the deposit due date as prescribed on page 2, payment for 50% of the full selling price of the booth(s) must accompany this application. The remaining 50% of your booth fees are due NO LATER THAN the balance due date as prescribed on the reverse side. If full payment is not received by such balance due date, your booth may be reassigned to another exhibitor. For booth requests received AFTER the deposit due date, full payment is required for a booth to be assigned. A \$2.00 per square foot surcharge will be added to all booth applications received after December 29, 2011.
- 30.** If Exhibitor fails to make full booth payment due hereunder on the balance due date, Management may change Exhibitor's space assignment without further notice or may cancel such Exhibitor's rights to exhibit and/or such Exhibitor shall not be entitled to a refund, either in whole or in part, of any fee.
- 31. Cancellation/Downsizing Policy.** Cancellation of this contract or reduction in exhibition space ("Downsizing") will be accepted only in writing at the sole discretion of the Management. Cancellation or Downsizing made before the balance due date will receive a full refund less a processing fee of \$100 per 10' x 10' booth. Exhibitor shall not be entitled to a refund of any part of any fee after the balance due date, should the Exhibitor for any reason be unable to exhibit at the show or Downsize its booth space. In addition, Exhibitor shall remain liable for any unpaid balances after the balance due date. Monies forfeited due to Cancellation or Downsizing of space will not be applied to future events or services. Exhibitors that cancel their booth space, but wish to attend Global Pet Expo must register as a Non-Exhibiting Member and pay the appropriate registration fee.
- 32.** Exhibitors shall abide by and observe all laws, rules, and regulations of the hosting state and city, and their departments and all rules of the exhibition venue.
- 33. Agreement to Rules.** Exhibitor, for itself, employees and agents, agrees to abide by the foregoing rules, as well as additional rules appearing in the Exhibitor Services Manual herewith incorporated by reference, and by any amendments that may be put into effect by Management. This agreement shall not be binding on Management unless it is completed in full by Exhibitor and duly executed by both parties. Deposit of Exhibitor's check does not constitute contract acceptance.
- 34. Amendment to Rules.** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations, and that any such amendments when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.
- 35. Severability.** If any term of this agreement is held null and void by a court of competent jurisdiction, then this agreement and each of its terms will remain in full force and effect as if the nullified term or its constituents was never made a part of this agreement.
- 36.** This agreement is governed and shall be construed under the laws of the state of New York including the laws governing choice of forum.
- 37. Penalties.** In the event Exhibitor breaches any agreement set forth in these Terms and Conditions, the Exhibitor Services Manual, or fails to comply with Management's prescriptions for the Trade Show, Management may seek to remove all of Exhibitor's items including, but not limited to, booth, decorations and products from the Trade Show floor for the remainder and duration of the Trade Show. This does not prohibit, or otherwise limit, Management from also prohibiting Exhibitor's application or entry into future Trade Shows for violation of any Trade Show rules, regulations, or other limitations set forth herewith. Removal of Exhibitor's property does not constitute grounds for a refund of the Booth Rental Cost or other associated Trade Show fees.
- 38. Global Pet Expo Trademark License.** Exhibitors may wish to use the Global Pet Expo official trademark in its promotional materials for its exhibition in Global Pet Expo. Therefore, Global Pet Expo hereby grants a nonexclusive nontransferable license to exhibitor for the use of the "Global Pet Expo" logo in advertisements and promotional material to promote its exhibition in Global Pet Expo referenced above. Exhibitor should review the License Rules for Use of the Global Pet Expo Trademark displayed on the Global Pet Expo Website at www.globalpetexpo.org. Logos will be made available on the Global Pet Expo Website or Exhibitor may phone the Global Pet Expo office for further information.