

# AKC NATIONAL CHAMPIONSHIP

Application & Contract for Vending Space  
December 10<sup>th</sup> - 15<sup>th</sup>, 2019  
Orange County Convention Center • Orlando, FL



## 1. EXHIBITOR INFORMATION

Company name \_\_\_\_\_  
(Please note: this is how your company name will be listed in the Show Directory)

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

Company Website \_\_\_\_\_

### Booth Set-up Contact Info:

Name \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

## 2. PRODUCTS OR SERVICES TO BE DISPLAYED - Please provide a 50 character description of the products/services you provide.

No vendors are permitted to display, sell, or take orders on any "Service Dog Items"

## 3. BOOTH RATES

- Standard **linear** booth (10'x10') - **\$1,995 (Tues - Sun)**
  - Premium **corner** booth (10'x10') - **\$2,495 (Tues - Sun)**
  - **Agility Vendor area** (10'x10') - **\$1,495 (Fri, Sat, Sun only)**
- No. of Standard booths requested \_\_\_\_\_ x \$1,995 = \$ \_\_\_\_\_  
No. of Premium booths requested \_\_\_\_\_ x \$2,495 = \$ \_\_\_\_\_  
No. of Agility booths requested \_\_\_\_\_ x \$1,495 = \$ \_\_\_\_\_  
Candid photographer request \_\_\_\_\_ x \$1,000 = \$ \_\_\_\_\_  
Candid photographer booth request \_\_\_\_\_ x \$1,995 = \$ \_\_\_\_\_  
**TOTAL DUE \$ \_\_\_\_\_**

## 4. LOCATION

(If you are purchasing more than one 10'x10' space please list the entire grouping as one choice.)

1st Choice: \_\_\_\_\_  
**Contact [MLC@akc.org](mailto:MLC@akc.org)**  
2nd Choice: \_\_\_\_\_  
**for available spacing**  
3rd Choice: \_\_\_\_\_

All booth space is offered as shown on the accompanying floor plan at the prices indicated.

### OFFICE USE ONLY Booth assignment

Booth cost  
\$ \_\_\_\_\_

Amount Received  
\_\_\_\_\_

Amount Received  
\_\_\_\_\_

Amount Received  
\_\_\_\_\_

NOTES:

Show Management will attempt to honor choices in order of preference; however, final decisions regarding assignment are in the sole discretion of Show Management.

AKC will attempt to comply with the foregoing request. However, its failure to do so, for any reason, shall not be deemed a breach of this Contract.

**Each 10' space includes:** 8' draped back wall, one (1) 500 watt outlet, and listing in the show catalog

Check # \_\_\_\_\_ Make Check Payable to: American Kennel Club

Credit Card (check one):  American Express  Mastercard  VISA

Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**NET TERMS: Applications must include a \$500 deposit per 10'x10' space.** Additional installment payments may be made however, **SPACE MUST BE PAID IN FULL BY November 1, 2019** or the space may be sold and deposit forfeited. Applications submitted after November 1, 2019 must include a 100% payment on the total booth cost. Submit completed application with payment payable to AKC, c/o Vendors, 101 Park Ave., 5th Floor, New York, New York 10178. Applications with credit card payment may be e-mailed to [MLC@akc.org](mailto:MLC@akc.org) or faxed to 212-696-8272.

By signing the following credit card payment authorization, you agree to allow AKC to charge your credit card for the unpaid balances per the payment net terms of the contract.

## 5. SIGN HERE

Vendor has read the Terms & Conditions on the reverse side of this Agreement. Vendor understands that this Agreement shall be legally binding between AKC and the Vendor only upon acceptance in writing by AKC. Vendor also understands that any changes in the information in this Agreement must be provided to AKC in writing. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

Exhibitor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_

# AKC National Championship—Basic Terms and Conditions

## 1. DEFINITIONS

“(a) “Vendor” means the applicant identified on the front hereof; (b) “Show” means the specific expositions or conferences identified on the front hereof; (c) “Show Management” means American Kennel Club, Inc.” their respective agents, employees, affiliates, volunteers, and assigns; (d) “Hall Management” means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and (e) “Hall” means the facility in which the Show is conducted.

## 2. AGREEMENT

This application, when properly executed by Vendor and upon written acceptance by Show Management, shall constitute a valid and binding license agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein and the Vendor agrees to be bound thereby. Participation in these shows is by invitation only. This invitation applies to these shows only and does not, in any way, grant or imply future invitations. Failure to provide all of the information required will result in the cancellation of this agreement. If your response is not made in a timely manner and/or your products/services sold or promoted are in conflict with show standards or contractual agreements, this invitation can be revoked at any time.

## 3. USE OF SPACE

Show Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Vendor agrees to change the wording of any sign determined by Show Management not to be in the best interest of the Show. Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited. Sound amplifying devices may be operated only at levels not objectionable to other Vendors. Distribution of advertising material and solicitations of any sort shall be restricted to the Vendor's booth. Vendor's exhibit or products may not extend beyond the limits of the Vendor's booth and no part of any exhibit or product may extend into any aisle. No Vendor shall arrange its exhibit so as to obscure or prejudice adjacent Vendors, as determined by Show Management. All demonstrations by Vendor must be located so that assembled crowds are within the Vendor's space and not blocking any aisle or neighboring exhibits. No Vendor shall assign or sublet or share any part of its assigned space without the consent of Show Management in writing. Any space not occupied by Vendor at the time set for completion of installation of displays will be reassigned at the discretion of Show Management, in which case all amounts paid or payable by Vendor will be forfeited unless special arrangements have been approved in writing by Show Management. Vendor agrees to keep its exhibit open and staffed at all times during the Show hours. **BOOTH CONSTRUCTION AND ARRANGEMENT** – Standard booth equipment (back and side wall draping) is provided by Show Management without cost to the Vendor. If a Vendor plans to install a completely constructed display of such a character that the Vendor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths or protrude into the aisles, and cannot be any higher than 10 feet. Further restrictions may apply as necessitated by ceiling height. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from adjacent booths. Failure to comply with the rules and regulations of this contract will result in the alteration or removal of the booth at the Vendor's expense. Vendors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall Management.

## 4. CHANGE OF SPACE

Show Management shall have the right, in its sole discretion, to change Vendor's space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Show. In the event Show Management elects to exercise its right to change Vendor's exhibit space, Vendor will be notified of its newly assigned space. Show Management will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Vendor's original space. If a reduction in space to Vendor's exhibit space is, in Show Management's opinion, necessary, Vendor will be reimbursed on a prorata basis. Vendor acknowledges and agrees that Show Management may change the dates and/or venue of the Show without the consent of Vendor, and that this Agreement shall remain in full force and effect as to such changed dates and/or venue.

## 5. CANCELLATION

All cancellations, withdrawals or requests for reduction in space by Vendor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Vendor cancels, withdraws or reduces its space requirements for the Show, Vendor agrees to pay to Show Management the amounts set forth below: 1) Date Written Notice of Cancellation or Reduction In Space is postmarked on or before 90 days of the first day of the show 100% of Total Booth Space Fee paid to date less a \$100 administration fee per 10'x10' space will be refunded; 2) Date Written Notice of Cancellation or Reduction in Space is postmarked within 90 days of the first day of the show vendor will be responsible for 100% of the Total Booth Space Fee.

If a reduction in space is requested, Vendor's booth space on the Show floor may be moved in the sole discretion of Show Management. Cancellation fees cannot be applied toward exhibit space at other shows or advertisement. In the event Vendor fails to make any payments as contemplated herein, Vendor shall be deemed in default, and Show Management shall have the right to retain Vendor's deposit and all monies paid as Show Management's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. In the event of default by Vendor, Show Management shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Vendor and without in any way releasing said Vendor from any liability hereunder, and said Vendor expressly agrees to pay Show Management the full sum set forth on the front hereof. Vendor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. Show Management will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Show, or for any cause beyond its control. Show Management will, however, in the event of its not being able to hold the Show for any of the above named reasons reimburse Vendor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc. If Show Management cancels or terminates the Show, for any reason other than stated in the previous paragraph, the Vendor waives all claims it might have against Show Management for damages or expenses and Vendor agrees to accept in complete satisfaction and discharge of all claims against Show Management a refund of all amounts paid by the Vendor to Show Management in accordance with this agreement.

## 6. INSURANCE - MANDATORY

A. Vendor agrees to maintain adequate insurance to fully protect Show Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from any and all claims, arising from Vendor's activities including, but not limited to, the installation, operation and dismantling of Vendor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Vendor understands that neither Show Management nor the Hall maintains insurance covering the Vendor's property and it is the sole responsibility of the Vendor to obtain such insurance. B. Vendor is responsible for any and all damages caused by Vendor or Vendor's agents, employees or guests. Vendor agrees to indemnify, defend and hold harmless Show Management, Hall Management, Hall and their affiliates, subsidiaries, agents, assigns and employees from and against any liability for loss or damage of any kind, which Vendor may directly or indirectly cause. C. Vendors in the Show must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name American Kennel Club, Inc. as insured and be provided to Show Management at least 30 days before the proposed exhibit date.

## 7. LIABILITY

Vendor agrees that Show Management, Show Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss or damage that may occur to Vendor, or to Vendor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Vendor assumes responsibility and agrees to indemnify, defend and hold Show Management, Hall Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the use of the exhibition premises. Vendor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by Vendor's displays, equipment, employees or representatives. In no event shall Show Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Show Management and its affiliates and Vendor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Show Management hereunder.

## 8. AVAILABLE SERVICES

On behalf of the Vendors, Show Management has designated official Show contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, audio, internet, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be made available no later than 30 days prior to the event. Show Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Vendors and official Show contractors.

## 9. PROTECTION OF FACILITIES

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Exhibition Management, the convention hall manager or their assistants.

## 10. EXHIBIT MOVE IN, MOVE OUT

No exhibit will be allowed into or out of the Hall without an official clearance from Show Management. The Vendor must make its own arrangements for transportation of exhibits and packing material. Show Management cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times will be made available within 30 days of the event. At such time after the close of the Show as Show Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Show space and vacant possession of the exhibit space shall be delivered to Show Management in as good and clean order and condition as it was when delivered to Vendor. Vendors will pay the cost of repairing any damage caused to the Hall facility by the Vendor and/or its contractors. Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or Hall Management at the Vendor's expense. No property may be removed from the Show before the Show ends.

## 12. SAFETY

All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Vendor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Vendor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Vendor's booth discloses a failure to comply with any applicable law, code or regulation, or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger, Show Management may cause the removal of all or a portion of such exhibit at the Vendor's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Vendor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

## 13. SECURITY

Show Management will provide perimeter guard service during the Show and while the Exhibit Hall is closed. Vendor agrees that Show Management is not liable for anything its guard service or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Vendor's exhibit or its representatives. Vendor will not be allowed into the Exhibit Area after Show Hours. Vendor may arrange by private treaty security for its specific booth space for either during or after Show hours.

## 14. ATTENDANCE

Show Management shall have sole control over admission policies at all times.

## 15. FILMING AND VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES

From time to time, photographs, motion pictures and/or video recordings may be made in the Show facility, which recordings may include images of Vendor, its employees, agents and related merchandise and displays. Vendors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Show Management, its agents, attendees or other exhibitors, and hereby consent to Show Management's use of such photography or recordings for commercial purposes. To the extent necessary to fulfill Show Management's express obligations hereunder, Vendor hereby grants Show Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Vendor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Show Management the e-mail addresses set forth on the first page of this Agreement, Vendor hereby consents to receiving unsolicited commercial e-mail messages from American Kennel Club, Inc., its affiliates, partners and assigns as well as third parties licensed to send such messages to Vendor by any of the foregoing.

## 16. EXHIBITION ACTIVITIES

Vendor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Show Management.

## 17. ERRORS AND OMISSIONS

Vendor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's directory listing or in any related materials. Vendor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

## 18. ASSIGNMENT

This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management. American Kennel Club, Inc. may assign this Agreement without the prior written consent of Vendor, and any such assignee shall become "Show Management" for all purposes hereunder and shall acquire all of rights and obligations of American Kennel Club, hereunder.

## 19. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

## 20. COSTS, EXPENSES AND ATTORNEYS' FEES

If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

## 21. APPLICABLE LAW AND VENUE

This Agreement shall be governed by Florida law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in Florida, and the parties submit to the jurisdiction of any such court.

## 23. AMERICAN DISABILITIES ACT

Vendor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Vendor agrees that in connection with the Show, Vendor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Vendor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Vendor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

## 24. PERMISSIONS

Vendor consents and agrees to receive (i) facsimile advertisements sent by or on behalf of American Kennel Club, Inc. to the facsimile number provided above (ii) telephone solicitations initiated by or on behalf of American Kennel Club and directed to the telephone number provided above and (iii) commercial electronic mail messages sent by or on behalf of American Kennel Club, Inc., its affiliates, lines of business and divisions.

## 25. ADDITIONS OR CORRECTIONS

Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Vendor. Vendor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.