

**OPTIMIZING PERFORMANCE FOR COMPETITION**

**DENVER, CO, AUGUST 5-7, 2022**

EXHIBIT APPLICATION AND AGREEMENT

Thank you for your interest in participating in the Bridge Dance Project (the “BDP”). An invoice for your exhibit booth will be sent within 30 days of our receipt of this Exhibitor Application and Agreement (hereinafter “Agreement”) completed and signed by you. A 50% (fifty percent) deposit must be paid promptly following your receipt of the invoice in order to secure your booth. As used in this Agreement, “Exhibitor” means the person or entity contracting with the BDP for an exhibit booth at the BDP Conference and “Venue” shall mean the place where the Conference is held. Fill in the information requested, sign in the places provided, and return this Agreement to the BDP. This Agreement is not binding upon Exhibitor or the BDP until (a) Exhibitor returns this Agreement fully executed; (b) the BDP has confirmed the availability of an exhibit booth for Exhibitor; and (c) Exhibitor has paid a 50% (fifty percent) deposit on the Exhibit Booth Fee; balance due June 15, 2022.

**CONTRACTING PARTY** Business name as Exhibitor wishes it to appear in the Conference materials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person & Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State/Province: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_ Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit Booth No. (1st choice): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exhibit Booth No. (2nd choice): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit Booth Fee: **US $250.00**\_\_\_\_\_\_\_\_\_\_\_\_\_

**IMPORTANT PROVISIONS REGARDING EXHIBIT BOOTHS:**

• The BDP will assign exhibit booths in the order in which applications are received. If Exhibitor’s choice has already been assigned to another exhibitor, the BDP will assign Exhibitor what it considers the best exhibit booth then available, given the expressed preferences of Exhibitor.

• There is NO security provided in the exhibit area. All Exhibitors are responsible for the safety of their own signage, displays, collateral and electronics. The BPD is not responsible for lost or stolen items.

• Exhibit Booth Fee includes one draped 60” X 30” table, two hotel chairs, one waste basket, and one 8” X 11” table sign.

**Method Of Payment** (Credit cards and checks drawn on US banks are accepted.)

Credit Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name on card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date: \_\_\_\_\_\_\_\_\_\_\_ Security code: \_\_\_\_\_\_\_\_\_\_

Only checks drawn on US banks are accepted. Make your check payable to the Bridge Dance Project. Please send to BDP, 3902 S. Torreys Peak Dr., Superior, CO 80027. By signing below, Exhibitors assume financial responsibility for payment in full of the Exhibit Booth Fee. The person signing below warrants and represents that she/he is the Exhibitor or is authorized to sign this Agreement on the Exhibitor’s behalf.

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

Printed name of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization (if not an individual):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WORKBOOK LISTING:** The information provided below will be used for Exhibitor’s listing in the Conference Workbook, so accuracy and completeness are important.

1. Name as it should appear on the standard identity sign to be furnished by the BDP as part of the Exhibit Booth Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Brief description (max 80 words) of products or services being presented. (Please be specific.) Please use the space below or attach \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Additional Terms and Conditions**

1. Changes to Exhibit Space. Exhibitor’s booth is shown on the floor plan as accurately as possible given the information in the BDP’s possession regarding the Venue. However, the BDP reserves the right to change the location, size or display limits of any booth if, in the BDP’s sole judgment, such change is in the best overall interest of the show.

2. Unused Space. No refund will be given for any exhibit booth or portion thereof that is unused during all or part of BDP Conference. Should the Exhibitor's booth remain unoccupied at the opening of the BDP Conference, the BDP may rent or use it without any obligation whatsoever to the Exhibitor.

3. Cancellation. In the event of cancellation by Exhibitor for any reason, the BDP shall be under no obligation to refund any part of the Exhibit Booth Fee. In the event of cancellation of the Conference by the BDP, the BDP will refund the Exhibit Booth Fee paid by Exhibitor, but the BDP shall in no event be liable to Exhibitor or its owners, shareholders, directors, officers, employees, contractors, representatives or agents (“Related Persons”) for any out-of-pocket cost, expense, loss or damage of any kind or nature, including but not limited to lost profits and loss of business opportunity, as the result or arising out of cancellation.

4. **Restrictions**. Exhibitor and its Related Persons:

(a) shall not sublet, assign or apportion any part of Exhibitor’s exhibit booth to any other person or entity; (b) shall not sponsor in Exhibitor’s booth any group function, including but not limited to workshops, workouts or speeches, without the prior written consent of the BDP; (c) may distribute souvenirs and samples of Exhibitor’s products and services, provided that such distribution does not interfere with other exhibits; (d) shall not, without the prior written consent of the BDP, represent, advertise, distribute or make available flyers, brochures or other literature regarding the products or services of any other person or entity; (e) shall conduct all demonstrations, interviews, and other activities so as not to infringe on the ability of other exhibitors to present their exhibits; (f) shall not operate any sound motion picture equipment, sound equipment, microphone, loudspeaker, or any other noise-creating device (g) shall ensure that Exhibitor’s exhibit does not project beyond the exhibit booth or interfere with traffic to the exhibits of others, or extend into or block aisles. Booth decorations and construction must conform to local fire regulations. Without limiting the generality of the foregoing, cloth and other potentially flammable materials that are used as decoration in the exhibit booth must be flame-proofed; (h) shall not paste, nail or otherwise affix any signage to walls, doors or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. The cost of repair of any damage caused by Exhibitor or its Related Persons to observe this requirement shall be borne solely by Exhibitor; (i) shall not make any representation or suggestion that the BDP has endorsed or endorses any of Exhibitor’s products or services; and (j) shall comply with all rules and regulations of BDP’s Conference Service Provider, the Venue, and any union with jurisdiction over the Conference.

5. **BDP Remedies** (a) The BDP has the right: (i) to forbid installation or request removal or discontinuance of any Exhibit or part thereof which would, in the BDP’s sole judgment, depart substantially from the design and description given advance approval; (ii) to require the discontinuance of any Exhibit or part thereof (including but not limited to requiring the removal of any flyers, handouts and other literature) that, in the BDP’s sole judgment, violates any term or condition of this Agreement or that may be objectionable, whether due to noise, method of operation or otherwise, or that detracts from or is out of keeping with the purpose, spirit and decorum of the Conference; and (ii) to eject any person, including but not limited to Exhibitor and its Related Persons, who violates any term or condition of this Agreement or acts unethically or in a manner that is, in the BDP’s sole judgment, disruptive, disturbing or otherwise unacceptable. (b) In the event of exercise of any of its remedies provided in paragraph 5(a) above, regardless of the scope of such remedy, the BDP shall under no circumstances be obligated to refund to Exhibitor any part of the Exhibit Booth Fee, nor shall the BDP be liable to Exhibitor or its Related Persons for any out-of-pocket cost, expense, loss or damage of any kind or nature, including but not limited to lost profits and loss of business opportunity, as the result or arising out the exercise by the BDP of any such remedy. (c) In no event shall Exhibitor or its Related Persons have any right to appeal exercise by the BDP of any of the remedies, in whole or in part, provided in this paragraph

6.Storage of Packing Crates and Boxes. Exhibitors may only store packing crates and boxes in their booths under the draped table. If storage space is required, Exhibitors must make arrangements with Venue a their own cost. Crates and boxes not properly marked or identified may be destroyed. Depending upon the availability of storage space, crates and boxes may need to be stored outside the building. Reasonable efforts shall be made to protect crates and boxes from the elements, but neither the BDP, nor the Venue shall bear any responsibility for loss or damage. The removal and return of crates that cannot be moved by hand truck will be charged to the Exhibitor at prevailing labor rates.

7. LIMITATIONS ON LIABILITY TO PERSON OR PROPERTY. EXCEPT TO THE EXTENT CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD ON THE PART OF THE BDP OR ITS RELATED PERSONS, NEITHER THE BDP NOR ITS RELATED PERSONS SHALL BE LIABLE TO EXHIBITOR OR ITS RELATED PERSONS FOR: ANY DAMAGE, LOSS, COST, EXPENSE OR INJURY TO ANY PERSON OR PROPERTY, INCLUDING BUT NOT LIMITED TO PROPERTY LEASED FROM THE ’S BDP Conference SERVICE PROVIDER, THE PERSONAL PROPERTY OF EXHIBITOR AND ITS RELATED PERSONS AND GUESTS TO EXHIBITOR’S BOOTH; ANY COST RELATED TO THE RE-ACQUISITION OR REPAIR OF ANY PERSONAL PROPERTY; OR ANY LOSS OF INCOME, PROFIT OR OPPORTUNITY, WHICH SUCH DAMAGES, LOSSES, COSTS, EXPENSES, INJURIES, AND LOSSES OF INCOME, PROFIT OR OPPORTUNITY ARISE OUT OF OR ARE RELATED TO THE BDP Conference, REGARDLESS OF THE CIRCUMSTANCES THEREOF OR THEORY OF LIABILITY. IN THE EVENT THAT APPLICABLE LAW PROHIBITS OR RESTRICTS ANY OF THE FOREGOING LIMITATIONS ON LIABILITY IN ANY WAY, IN NO EVENT SHALL THE BDP’S LIABILITY TO EXHIBITOR AND ITS RELATED PERSONS EXCEED THE LESSER OF THE EXHIBIT BOOTH FEE PAID BY EXHIBITOR FOR THE BDP Conference OR THE LOWEST AMOUNT ALLOWED BY LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDY STATED IN THE PREVIOUS SENTENCE FAILS OF ITS ESSENTIAL PURPOSE. 8. INDEMNIFICATION. EXHIBITOR HEREBY DEFENDS, INDEMNIFIES AND HOLDS HARMLESS THE BDP AND ITS RELATED PERSONS FROM AND AGAINST ANY AND ALL THIRD PARTY SUITS, CLAIMS OR DEMANDS, AND ANY AND ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES, COURT COSTS AND LEGAL EXPENSES) RESULTING THEREFROM, WHICH SUITS, CLAIMS OR DEMANDS ARISE OUT OF OR RELATE TO: (I) ANY USE, NON-USE OR FAILURE OR INABILITY OF ANY PERSON TO USE, FOR ANY REASON, ANY SERVICE PROVIDED BY THE BDP, ITS BDP Conference SERVICE PROVIDER, OR THE VENUE; (II) ANY USE OF, OR INABILITY OF ANY PERSON TO USE, ALL OR ANY PART OF THE EXHIBIT BOOTH OR SPACE FOR ANY REASON; (III) ANY INJURY OR LOSS TO PERSON OR PROPERTY THAT OCCURS IN EXHIBITOR’S EXHIBIT BOOTH; AND (V) ANY BREACH BY EXHIBITOR OR ITS RELATED PERSONS OF ANY PROMISE, WARRANTY OR REPRESENTATION MADE BY EXHIBITOR TO THE BDP OR ANY THIRD PARTY. 9. INSURANCE. EXHIBITOR UNDERSTANDS AND AGREES THAT AS BETWEEN THE BDP AND EXHIBITOR, EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING INSURANCE AGAINST LIABILITIES AND LOSSES OF ANY KIND OR NATURE THAT MAY BE INCURRED BY EXHIBITOR AND ITS RELATED PERSONS, AND GUESTS TO EXHIBITOR’S EXHIBIT BOOTH, DURING THE BDP Conference.

10. Construction and Interpretation. (a) Amendments in Writing. No amendment to or modification of this Agreement or any of its terms and conditions shall be valid or binding on the parties unless made in writing and signed by a duly authorized representative of both Parties. In no event shall the BDP be bound by any terms and conditions stated on any invoice, purchase order or check or accompanying any method of payment. (b) Assignment. This Agreement may not be transferred or assigned by Exhibitor to or for the benefit of any third party. The BDP shall be entitled to void any such purported assignment. (c) Binding Effect. This Agreement, and the rights and benefits hereunder, shall be binding upon and insure to the benefit of, and be enforceable by the parties’ respective successors, assigns, heirs, executors and administrators. (d) Governing Law. This Agreement and any dispute or controversy arising out of or related hereto and/or the relationship between the BDP and Exhibitor established herein (“Claims”) shall be governed by and construed, interpreted and resolved in accordance with the laws of the State of Colorado without regard to its choice of law provisions; provided, however, that any procedural or substantive Claim conflicting with or falling under the exclusive jurisdiction of United States federal law shall be governed by, and construed, interpreted and resolved in accordance with United States federal law without regard to its choice of law provisions. All Claims shall be submitted exclusively to the federal and state courts of competent jurisdiction located in Denver County, and the BDP and Exhibitor hereby unconditionally and irrevocably consent and submit to such exclusive jurisdiction, and waive any objection they may now or hereafter have with respect thereto. (e) Headings. The paragraph headings in this Agreement are solely for the convenience of the parties and have no legal or contractual significance.

By signing below, Exhibitor hereby agrees that it is bound by all the terms and conditions of this Agreement. The person signing below warrants and represents that she/he is the Exhibitor or is authorized to sign this Agreement on the Exhibitor’s behalf.

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

Printed name of signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization (if not an individual): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Submit to:** Bridge Dance Project, 3902 S. Torreys Peak Dr., Superior, CO 80027 / Jddanmed@aol.com

Questions about Exhibiting? Contact: Melinda Wunder 303-818-6982 or melinda@creativeconvs.com

