

2023 BENEATH THE SEA® EXHIBITOR APPLICATION & CONTRACT

Please Mail Contract & Payment To:
 Beneath The Sea® - Exhibits
 143 Bay Avenue
 Hampton Bays, NY 11946
 Phone: 914-664-4310
 Website: www.BeneathTheSea.US
 E-mail: Info@BeneathTheSea.US



BENEATH THE SEA® 44TH INTERNATIONAL CONSUMER OCEANS, DIVE, AND TRAVEL EXPO
 MARCH 25TH, 26TH, 2023
 The Meadowlands Exposition Center | 355 Plaza Drive | Secaucus, NJ 07094
 (201) 330 - 7773 | www.mecexpo.com

RESERVE YOUR BOOTH SPACE BEFORE 5/27/22 AND SAVE!

DEMA CHARTER MEMBER

BTS 2023 CONTRACT PAGE 1 OF 2

APPLICATION & CONTRACT: BOOTH SPACE ASSIGNMENT BECOMES FINAL ONLY UPON FULL PAYMENT (ALL ACCOUNTS) AND WITH SIGNED CONTRACT.

DIRECTORY LISTING AND BOOTH SIGN (PLEASE PRINT)

Company: _____

Address: _____ Suite _____

City: _____

State: _____ Zip: _____ Country: _____

Phone: () _____ Fax: () _____

E-mail: _____

Your Internet Web Address (URL): _____

PRINT CONTACT NAME: REQUIRED

The undersigned (hereinafter called the "Exhibitor") hereby applies for space at the BTS show scheduled to be held at the Meadowlands Exposition Center, Secaucus, NJ, March 25 - 26, 2023 and designates the following choices of booth locations in order of preference. This contract shall not be binding until it is accepted and approved in writing by BTS' duly authorized representative. Final booth selection may be made by BTS.

1. _____ 2. _____ 3. _____ 4. _____

BOOTH PRICING: Reserve and pay in full by 5/27/22 and pay the 2020 booth prices of \$1525 Standard, \$1825 premium. After 5/28/22 Booth Pricing will be increased to 2023 rates: \$1725 standard, \$2025 premium corner. A single deduction of \$50 will be given for multiple booths with same company name. A minimum non-refundable deposit of \$800 per booth to hold the space must accompany this application, with the balance due in full by 10/28/22 or booth price will revert to full 2023 show prices as above.

All payments must be paid in full and accompanied by this contract with applicable check, wire transfer, or credit card number. The *Cancellation Clause* on page 2 of this contract is understood to be part of the contract.

Booth Sub-Letting, Sharing, or Re-Assigning will be permitted only with the exhibit executive manager's approval, additional fee of \$800 and signed contract by all participants.

ID Badges: Four will be given for each booth space. Applications must be submitted by February 1, 2023. Badges will be delivered at the show. Additional or replacement badges can be purchased for \$30 each.

RULES & REGULATIONS

The rules and regulations printed on page 2 shall constitute part of this contract and you, as the exhibitor, agree to abide and conform thereto. In witness whereof, you, as the applicant, have caused this contract to be signed by an authorized principal of your company. Execution of this contract signifies you and your company's full acceptance of the terms and conditions.

AUTHORIZED SIGNATURE & DATE (PRINT & SIGN NAME): REQUIRED

Print _____

Signature _____

BOOTH PAYMENT: (Refer to Booth Pricing for Date & Price)

No. of Standard Booths Ea. _____ @ \$1725 = \$ _____

No. of Prime Corner Booths Ea. _____ @ \$2025 = \$ _____

Deduct \$50 if 2 or more booths.....-\$ _____

Shared, sublet booth (with permission) add \$800 \$ _____

Payment by Wire Transfer: Add \$25.....\$ _____

Total Balance Due\$ _____

Balance Enclosed.....\$ _____

Your 10' x 10' booth will consist of 8' high back drape, 3' high side rails with drape, 2 chairs, and 1 - 7" x 44" booth id sign. Aisles will be carpeted. Your service kit describing additional furniture, accessories, a-v electric, drayage, etc. will be mailed before Feb. 1, 2023 only upon YOUR payment in full.

CREDIT CARD INFORMATION

Note: Credit card payments will include a 3% transaction fee and the following must be completely filled out:

Name on Card: _____

Address: _____

City: _____

State: _____ **Zip:** _____ **Country:** _____

Card #: _____

Exp. Date: _____ **Security Code:** _____

Signature: _____ **DATE:** _____

METHOD OF PAYMENT (Check One) There will be a \$25 fee for returned checks or rejected credit cards.

- Checks drawn on a U.S. bank for U.S. dollars, made out to Beneath The Sea®. Mail to the address above in box
- CREDIT CARD** -- 3% Transaction fees apply.
- Payment, In Full, by ACH or Wire Transfer: the necessary information will be sent to you; there will be a \$25 transfer fee.

Describe your business for listing on our website: _____

FOR BTS USE ONLY: BOOTH NUMBERS: _____

DATE POSTED: _____



Beneath The Sea® is handicapped accessible.
 If you require special aids or services please contact us at: (914) 664 - 4310 9 A.M. - 9 P.M., EST.

2023 EXHIBIT SPACE RENTAL AGREEMENT RULES & REGULATIONS FOR EXHIBITORS

1. PAYMENT:

A non-refundable deposit must be paid with this application. A minimum deposit of \$800 per booth must be paid by 10/28/22 after which, full payment is required. Any balance due after 01/01/23 is subject to a \$50 late payment penalty. Any balance due after 2/1/23 constitutes forfeiture of the booth space. Any unoccupied booth space after 6 pm on load-in day, 03/24/23 will be considered vacated unless a late-arrival notice is received and approved by BTS exhibit management. There will be a \$25 charge for wire transfer, returned checks or rejected credit card payments.

2. CANCELLATION CLAUSE:

Cancellations must be received in writing. It is acknowledged that BTS and the Exhibitor will sustain certain losses in the event of cancellation after space has been assigned. Therefore, the Exhibitor agrees to pay the following amount as liquidation damages in the event the Exhibitor must cancel its space on or within the time period specified below:

TIME PERIOD	LIQUIDATED DAMAGES
Cancellation on or before May 27, 2022	Refund (minus deposit)
Cancellation on or before Oct. 28, 2022	50% Refund (minus deposit)
Cancellation after October 28, 2022	No Refund

3. OPERATION:

SUBJECT TO REMOVAL: Beneath The Sea, Inc.® reserves the right to refuse rental of space, cancel and/or evict any exhibitor where the display of goods, services or operation of the booth or conduct is deemed objectionable or otherwise not compatible with the general character and/or its objectives. BTS will not be liable for refunding space and/or equipment except at its own discretion.

Retail Sales with delivery at the show or at any site on the Harmon Meadow campus of equipment used for scuba life support is not permitted. Such equipment as tanks, regulators, rebreathers. Pickup at the buyer's retail store is recommended.

Taxes: Collection and Payment of any State or Local Sales Taxes is the responsibility of the exhibitor. NJ Tax Hotline: 1-609-292-6400

Booths shall be open and staffed during scheduled show hours.

Sales or promotion outside of the exhibitor's booth is not allowed.

Visual & audio levels must be operated as to not inconvenience neighboring exhibitors.

Booth set-up/construction must not block the view or otherwise interfere or intrude upon neighboring exhibitors.

4. EXHIBIT DATES & HOURS:

Load-In:	Friday..... March 24, 2023:	8:00 am to 5:00 pm
	All booths must be set up by Friday at 6:00 pm	
Show:	Saturday.... March 25, 2023:	9:00 am to 5:00 pm
Show:	Sunday..... March 26, 2023:	9:30 am to 4:30 pm

5. INSTALLATION & DISMANTLING:

Complete decorator information, including drayage, will be available by the services contractor SMG before Feb. 1, 2023 and contingent upon receipt of full payment. Load-in begins 8 am, Friday March 24th. Dismantling may not begin until 4:30 pm Sunday March 26th.

Decorator Services Contractor: SMG Exposition Services,
355 Plaza Drive, Secaucus, NJ 07094. Tel (201) 330-8227,
Fax (201) 330-1586 Web site: www.SMGExpo.com

6. USE OF SPACE:

BTS management reserves the right, should any rented exhibitor's space remain unoccupied on the opening day of the show or should any space be forfeited due to failure to make proper payment, to rent said space to any other exhibitor, or use said space in any other manner, but this clause shall not be construed as affecting the obligation of the exhibitor to pay the full amount specified in his/her invoice for space rental.

Subletting or space-sharing: The exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned, or have representative, equipment or materials from firms other than his/her own in the exhibit space without prior written consent and payment of premium fee of \$800.

7. FIRE, SAFETY AND HEALTH REGULATIONS:

The exhibitor agrees to comply with local, city and state laws, ordinances and regulations and the regulations of the exhibit hall and/or BTS management covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and all necessary fire precautions must be taken by exhibitor. No smoking inside the exhibit hall.

8. LIABILITY EXCLUSION:

Show management will employ guards and will take reasonable precaution to safeguard the exhibitor's property. However, show management will not be liable for loss or damage to the property of the exhibitor or his/her representatives or employees from theft, fire, accident or any other cause beyond its control. Exhibitor agrees to save the exhibit hall owner, employees and BTS show management and/or their agents and employees free and harmless of and from all claim, demands, damages and liability of whatsoever kind and character asserted by any person or persons on account of any loss or damage to property or injury to or death of any persons occurring upon or about the leased premises arising out of the use of the leased premises by exhibitor.

9. INSURANCE:

The exhibitor must provide complete property damage, public liability and personal injury insurance during the course of the show including naming Beneath The Sea, Inc.® as additional named insured. The exhibitor warrants that by signing this contract he has complied specifically with the insurance requirements of this contract.

10. LABOR:

If union labor is required because of Meadowlands Exposition Center/SMG requirements, the exhibitor agrees to comply with the union rules.

11. INABILITY TO PERFORM:

In the event of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy, or any other cause beyond our control, or if the show or any part thereof is prevented from being held or the exhibit space applied for herein becomes unavailable, Beneath the Sea shall not be liable to make any refunds whatsoever to the applicant

Beneath The Sea, Inc.® reserves the right to reject future show participation for non-compliance to these and any other show regulations. This contract when completed will be considered binding upon all parties only after payment has been received.