

2025 BENEATH THE SEA® EXHIBITOR APPLICATION & CONTRACT



BENEATH THE SEA® 46TH INTERNATIONAL CONSUMER DIVE AND TRAVEL EXPO
 MARCH 29TH & 30TH, 2025 (Load-In: MARCH 28TH, 2025 8:00 am)
 The Meadowlands Exposition Center | 355 Plaza Drive | Secaucus, NJ 07094

RESERVE YOUR BOOTH SPACE BY 6/28/24 AND SAVE!

Please Mail Contract & Payment To:
 Beneath The Sea® - Exhibits
 9226 Sly Hill Road
 Ava, NY 13303
 Phone: 914-664-4310
 Website: BeneathTheSea.us
 E-mail: Contracts@BeneathTheSea.us

DEMA CHARTER MEMBER

BOOTH SPACE ASSIGNMENT BECOMES FINAL ONLY UPON FULL PAYMENT WITH SIGNED CONTRACT.

DIRECTORY LISTING AND BOOTH SIGN (PLEASE PRINT)

Company: _____
 Address: _____ Suite: _____
 City: _____
 State: _____ Zip: _____ Country: _____
 Phone: _____ Fax: _____
 E-mail: _____
 Website (URL): _____

CONTACT NAME: REQUIRED: _____

The undersigned (hereinafter called the "Exhibitor") hereby applies for space at Beneath The Sea, Inc.® ("BTS") scheduled March 29 & 30, 2025. This contract shall be binding upon Exhibitor after submission to BTS. Exhibitor designates the following choices of booth locations in order of preference. Final booth selection will be made by BTS. BTS reserves the right to rearrange exhibit space and booth assignments.

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

BOOTH PRICING: A non-refundable deposit of \$800 per booth space must accompany this application by 6/28/24, with a balance due in full by 10/31/24 to receive a discounted booth rate extended from 2023 of \$1,725 standard or \$2,025 premium corner. Applications and payments made after 6/28/24 and by 10/31/24 require an \$800 non-refundable deposit and will be charged the 2025 rates of \$1,825 standard and \$2,125 premium corner. Final payment by 12/31/24. All applications received after 10/31/24 require payment in full. A single deduction of \$100 will be given for multiple booths with the same company name.

All payments must be accompanied by this contract and paid by applicable check, wire transfer, ACH, or credit card number. The Exhibitor 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 approval of BTS show management, additional sublet fee of \$800 and signed contract by all participants.

Four Exhibitor badges will be given for each booth space. Forms must be submitted by March 1, 2025. Badges will be delivered at the show. Additional or replacement badges can be purchased for \$30 each.

Terms and conditions:

The terms and conditions printed on page 2 shall constitute part of this contract and you, as 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 these terms and conditions.

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

Print: _____ Date: _____
 Signature: _____

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

No. of Standard Booths Ea. _____ @ \$1,825 = \$ _____
 No. of Prime Corner Booths Ea. _____ @ \$2,125 = \$ _____
 2 or more booths: Deduct \$100 - \$ _____
 Shared, sublet booth (with permission): Add \$800 + \$ _____
 Payment by Wire Transfer: Add \$25 + \$ _____
 Credit Card payment: Add 3.75% + \$ _____
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 booth sign. A decorator kit (additional furniture, a-v, electric, drayage, etc.) will be provided by the decorator services contractor SMG before Feb. 1, 2025 only upon YOUR payment in full.

CREDIT CARD INFORMATION

Name on Card: _____
Billing Address: _____
City: _____
State: _____ **Zip:** _____ **Country:** _____
Card #: _____
Exp. Date: _____ **Security Code:** _____
Signature: _____

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 – 3.75% Transaction fees apply.
- ACH or Wire Transfer: the necessary information will be sent to you; a \$25 fee applies to wire transfers.

List other exhibitors you would prefer to be located near or apart from:



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.

2025 EXHIBIT SPACE RENTAL AGREEMENT TERMS AND CONDITIONS FOR EXHIBITORS

1. PAYMENT:

A minimum non-refundable deposit of \$800 per booth must be paid with this application by 10/31/24 after which, full payment is required. Any balance due after 12/31/24 is subject to a \$50 late payment penalty. Any balance due after 2/1/25 constitutes forfeiture of booth space payment received. Any unoccupied booth space after 5 p.m. on load-in day, 3/28/25, will be considered vacated unless a late-arrival notice is received and approved by BTS show management. There will be a \$25 charge for wire transfer, returned checks or rejected credit card payments. There will be a 3.75% fee for credit card payments.

2. EXHIBITOR 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 periods specified below:

TIME PERIOD	LIQUIDATED DAMAGES
Cancellation on or before June 28, 2024	Refund (minus deposit)
Cancellation on or before Oct. 31, 2024	50% Refund (minus deposit)
Cancellation after Oct. 31, 2024	No Refund

3. OPERATION:

SUBJECT TO REMOVAL: BTS show management 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 (such as tanks, regulators or rebreathers) is not permitted. 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 15 minutes prior to show opening and during scheduled show hours.

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

Visual & audio levels must be operated so as to not inconvenience neighboring exhibitors. Booth set-up must not block the view or interfere with neighboring exhibitors without their approval.

4. EXHIBITION DATES & HOURS:

Load-In: Friday.....	March 28, 2025	8:00 am to 5:00 pm
All booths must be completely set up by Friday at 5:00 pm		
Show: Saturday	March 29, 2025	9:00 am to 5:00 pm
Show: Sunday	March 30, 2025	9:30 am to 4:30 pm

5. INSTALLATION & DISMANTLING:

Decorator Services Contractor: SMG Exposition Services ("SMG")
Phone: (201) 330-8227 Web site: www.mecexpo.com
E-mail: ExhibitorServices@mecexpo.com

Complete decorator information, including drayage, will be provided by SMG before Feb. 1, 2025 and contingent upon receipt of full payment. Dismantling may not begin until 4:30 pm Sunday, March 30th unless BTS show management is notified in advance.

6. USE OF SPACE:

BTS show management reserves the right, should any rented Exhibitor's space remain unoccupied by 5:00 p.m. on load-in day March 28, 2025 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. This clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in his/her invoice for space rental.

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

7. FIRE, SAFETY AND HEALTH REGULATIONS:

Exhibitor agrees to comply with local, city and state laws, ordinances and regulations and the regulations of the exhibit hall and/or BTS show management covering fire, safety, health and all other matters. All Exhibitor 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:

General overall security and reasonable care will be exercised to protect Exhibitor's property and the exhibit area insofar as possible. However, BTS does not guarantee Exhibitor against loss or damage of any kind 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 indemnify, defend and hold harmless SMG, Hartz Mountain Development Corporation d/b/a Meadowlands Exposition Center ("MEC"), BTS and their respective officers, directors, agents, employees and volunteers from and against any and all losses, liabilities, claims, demands, damages and expenses 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:

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 an additional named insured. 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 MEC/SMG requirements, Exhibitor agrees to comply with 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, BTS shall not be liable to make any refunds whatsoever to Exhibitor.

Beneath The Sea, Inc.® reserves the right to reject future show participation for non-compliance to these and any other show regulations.
This contract shall be binding upon Exhibitor after submission to BTS.