



**16th Annual REALTOR®
BizN.E.T.2012
EXHIBITOR APPLICATION & AGREEMENT**

FOR MORE INFORMATION, GO TO www.theaar.com/expo

It is understood and agreed between the Exhibitor and the Arcadia Association of Realtors® Tech Committee that the above referenced event is scheduled to be held on **Tuesday, April 24, 2012 at the Santa Anita Racetrack in Arcadia, California from 9:00 a.m. to 12:00 p.m.** and it is further agreed that:

The Arcadia Association of Realtors® Agrees To:

1. Provide an exhibit space with 8 foot long table, table draping and 2 chairs.
2. Provide electricity at exhibit space (must be requested in advance – see below)
3. Promote event via brochures, advertising and mailing to over 5,000 area Realtors®
4. Provide event signage and provide Association volunteers to help direct attendees, staff the event and provide assistance at the event as needed.
5. Exposure on the AAR Expo website.

The Exhibitor Agrees To:

1. Participate in the 16th Annual REALTOR® “And the Winner is...” Expo to be held on **Tuesday, April 24, 2012 at the Santa Anita Racetrack from 9:00 a.m. to 12:00 p.m.**
2. Arrange for exhibitor’s representatives to arrive and set up no later than 8:00 a.m. on the day of the event and **NOT** remove exhibit or depart event prior to 12:00 p.m. Setup Monday, April 23, 2012 from 2 - 4 p.m.
3. Door prize valued at \$50 or more is encouraged but optional. Drawings for all door prizes will be held 12:00 p.m. to 12:45 p.m. the day of the event. Provide a non-refundable payment in the form of a check or credit card payment via on-line PayPal at www.theaar.com/expo
4. Early Bird Special (discount \$50) prior to Monday, February 27, 2012

- \$1000 “Best Picture” Sponsor (A)
 - \$500 “Best Actor” Sponsor (B)
 - \$250 “Best Director” Sponsor (C)
 - \$350 “Best Screen Play” Sponsor (D) ~ (Non Member, Non-Affiliate Business Sponsor)
- (See attached “Exhibitor Sponsor” Information Sheet for an explanation of levels and benefits)

Electricity at Exhibit Area Requested

Back Drop – Does Your Company Have One? YES NO **How Large?** ____ft. x ____ft.

Please list all products/services to be displayed at your booth. Products/Services not listed may not be displayed at the booth.

Please list any division, subsidiary or related entity of or within your company who will be attending the Expo with you. Each division, subsidiary or related entity must have its own exhibit area, sign, and Exhibitor Application and Agreement:

What category best describes your company:

- Association Computer Hardware Computer Software Disclosure Reports Education/Training/Seminars
- Environmental Services Escrow Services Financial Loan/Investments Home Inspections Insurance
- Home Warranty Title Company Internet Provider/Services Legal Services Marketing/Promotional
- MLS Mortgage Services Real Estate Data Relocation Referral Services Security Services/Lockbox
- Signs Specialty Promotion Items Telecommunication Tools 1031 Exchange Programs Web Services
- Others: _____ (please indicate)

Company Name: _____
 Address: _____
 Telephone #: _____ Fax #: _____
 E-Mail Address: _____
 Exhibitor Authorized Signature: _____
 Printed Name: _____ Title: _____

Space is limited and will be available on a first come first served basis. Please complete this form and mail it with your check made payable to: The Arcadia Association of Realtors®, 601 South First Ave., Arcadia, CA 91006, Attention: Brenda FAX: 626-446-4072 or email Brenda@TheAAR.com

Event Chair: _____ Received on _____

A signed copy of this application/agreement form will be emailed to you to confirm receipt and acceptance of your application.
 Thank you for your support and participation!



16th Annual REALTOR® BizN.E.T.2012 TERMS AND CONDITIONS

The following Terms and Conditions govern this agreement ("Agreement") between the Arcadia Association of REALTORS® ("AAR") and the Exhibitor.

- Acceptance.** Acceptance of this Agreement by AAR is effective when Exhibitor receives a returned copy signed by an authorized representative of AAR. AAR reserves the absolute right to decline or reject any proposed Agreement or request for booth space for any reason whatsoever.
- Exhibit Location, Dates, and Times.** The Expo will be located at the Santa Anita Race Track ("Track"), 285 W. Huntington Dr., Arcadia, CA 91007. The date and time of the Expo is:
Monday, April 23, 2012: 2:00 PM – 4:00 PM (Pre-Set Up)
Tuesday, April 24, 2012: 7:30 AM – 8:00 AM (Set –Up)
Tuesday, April 24, 2012: 9:00 AM – 12:00 PM (Expo)
While AAR will use reasonable efforts to maintain the location, dates, times and floor plans of the Expo, AAR reserves the right to change any of these at any time and for any reason whatsoever without liability.
- Pre-Set Up/Set Up.** All Exhibitors and/or their outside contractor must check in with the official Expo committee or Chairman/Co-Chairman by **Monday, April 23, 2012 by 2:00 PM** and complete set up of their display area no later than **8:00 AM on Tuesday, April 24, 2012**. If Exhibitor fails to check-in as required herein, Exhibitor's display space will be forfeited, available for resale, and booth fees paid nonrefundable. If Exhibitor is unable to complete set-up as required herein, AAR may require dismantling. Dismantling of all displays must be completed by 5:00 PM on Tuesday, April 24, 2012.
- Unclaimed Property.** Any property remaining at the Expo after April 24, 2012 may be removed by AAR or the Tech Committee. Exhibitors shall be responsible for all costs to remove and store such property. If such property is not claimed within five (5) calendar days of event, AAR will have the right to sell such property in any manner and apply the sales proceeds to costs incurred in removing and storing the property. Neither AAR nor the official Tech Committee shall be liable for any casualty, theft, damage, or other loss that may occur to such property during removal, storage, sale, or otherwise.
- Staffing of Exhibits.** Exhibit areas must be staffed at all times during show hours and **NO Exhibitor will be permitted to pack, remove, or otherwise dismantle their booth prior to the close of the show at 12 pm.** Any exhibitor breaching this provision may be denied exhibit space in future Expos.
- Display Prices.** Please see "Exhibitor Sponsor Information Sheet".
- Table Display Furnishings and Restrictions.** The basic table exhibit area is a uniform style exhibit area. Included in your sponsorship is (1). 8 foot long table, draped. (2). Company I.D. sign, (3). Your company name listed in the official event program and (4). Exposure on the AAR Expo website. **You must provide AAR with your company logo no later than March 20, 2012 in order to be included on the official event program.** Please email all logos to: Michael Beltran at Michael@TheAAR.com Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 3', of the booth materials or equipment may be placed to a height not exceeding 8'. In the remainder of the booth, all display material or equipment shall not exceed 43" in height.
- Exhibitor Badges.** All representatives must be registered with AAR and wear Exhibitor badges at all times during the Expo. Exhibitor badges are available at the Exhibitor Registration starting at 7:00 AM on **Tuesday, April 24, 2012**. Badges must be requested prior to April 23,
- Exhibitor Attendance During Non-Show Hours.** Exhibitor representatives will not be permitted to enter the Expo earlier than 2 hours prior to the scheduled opening time for the Expo. Exhibitors requiring additional time must make special arrangements prior to the Expo.
- Booth/Exhibit Area Assignments:** Booth/Exhibit area is generally assigned on a "first-come first-served" basis for Agreements that are complete and paid in full. AAR also considers prior participation in the Expo when assigning booth space. In any event, AAR reserves the absolute right to assign or change any booth assignment for any reason whatsoever. Booth/Exhibit area assignment will be indicated to Exhibitor no later than April 23, 2012
- Use of Booth/Exhibit Area.** Exhibitor may not sublet, assign, or apportion all or any part of their booth space nor purchase multiple booth spaces for the purpose of subletting or assigning such booth space to third parties. Exhibitor is not permitted to allow representatives from non-exhibiting companies/firms or divisions, subsidiaries or related entities of or within said companies/firms, to occupy its booth/display space, regardless of any affiliation that such representative may have with Exhibitor, without the prior written approval of AAR. Each and every exhibiting company/firm, or division, subsidiary or related entity of or within said company/firm, must have a signed Agreement for booth/display space and must have paid in full.
- Shipping Instruction.** None. We do not provide storage for incoming freight, delivery to booth, removal, storage and return of empty crates, and removal and shipment of outbound freight. We do not advise shipping.
- Articles of Exhibit.** Only those goods or services identified in the Agreement may be advertised, marketed, distributed, or sold by Exhibitor at Expo. **Right to Eject Exhibits.** Exhibitor understands and agrees that their attendance and participation at the Expo must comply with all provisions of this Agreement. If AAR determines Exhibitor is in breach of this Agreement, AAR may terminate this Agreement and eject the Exhibitor from the Expo without a refund or liability to AAR. In the event Exhibitor is ejected from the Expo, AAR may resell Exhibitor's area and retain all fees receive.

- Audio, Visual and Sound Effects.** Exhibitor may not operate audio, visual and sound effect devices, or any attention getting devices at the Expo without prior written approval from AAR. If approval is granted, such devices must be operated in a manner that does not annoy or disturb other exhibitors. Filming, videotaping, broadcasting and other activities not considered by AAR to be normal booth activities must also have prior written approval by AAR.
- Decorations; Balloons.** AAR reserves the right to approve and determine final placement, arrangement, and appearance of all exhibit decorations. AAR is not responsible for any costs incurred by Exhibitor that may result from the compliance with AAR's directives under this provision. Balloons are prohibited without prior written approval of AAR.
- Food.** All food items must be approved by AAR and the racetracks exclusive catering service. No service of food will be allowed. Give-aways, snacks, bottled water, candies are permitted. No serving of beverages allowed.
- Exhibitor Property.** Neither AAR, the race track, nor the Tech Committee shall be liable for loss or damage to any Exhibitor property in storage, in transit or from the exhibit building. Such security is provided solely for the purpose of preventing unauthorized access into the Expo and should in no event be relied upon as security for Exhibitor's property. As such, Exhibitor understands and agrees that AAR is not liable for the acts or omissions of any security service provided which is alleged to result in the theft, loss, damage or other loss to Exhibitor's property which is on the track premises. Exhibit building or premises. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to and from, and within the confines of the exhibit hall even though it may be at times under the temporary control or direction of the AAR or the Tech Committee.
- Damage to Exhibitor Area/Race Track.** Exhibitor shall be responsible for all damage to the exhibit area/building that is caused from Exhibitor's booth display or the acts and omissions of its representatives, agents, or contractors.
- Cancellation by Exhibitor; Liquidated Damages.** Exhibitor may cancel this Agreement at anytime. However, Exhibitor understands that AAR will incur damages as a result of the Exhibitors cancellation. Due to difficulty of determining such damages, Exhibitor agrees to pay the following as liquidated damages in the event of Exhibitor's cancellation: fifty (50%) percent of the total booth fees paid if cancelled on or before March 20, 2012 and one-hundred (100%) percent if cancelled after March 20, 2012. All cancellation notices must be in writing and confirmed by AAR to be effective.
- Cancellation by AAR.** AAR may cancel this Agreement without liability if, for reasons beyond the control of AAR, AAR is unable to comply with the terms of this Agreement or hold the Expo as scheduled. In the event AAR cancels, Exhibitor shall be entitled to a refund of all booth/display space fees paid, less the expenses incurred by AAR up to the date of cancellation that are allocable to Exhibitor after prorating such expenses among all Exhibitors.
- Outstanding Debts.** All outstanding debts owed to AAR must be paid prior to participation in the Expo. If such debts remain unpaid at the time of the Expo, AAR reserves the right to exclude Exhibitor from the Expo without liability. Failure of AAR to exercise rights under this clause will not waive AAR's right to full collection.
- Insurance.** For the dates of the Expo, Exhibitor shall obtain and maintain comprehensive general liability insurance at Exhibitor's discretion. Exhibitor understands and agrees that neither AAR nor the track maintains insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage for such property.
- Compliance with All Applicable Rules and Laws.** In addition to the provisions of the Agreement, Exhibitor agrees to abide by all applicable rules, regulations, and state and local laws that may be applicable, including rules of the race track and fire and safety regulations.
- Severability.** If any provision or provisions of this contract are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- Choice of Law.** This Agreement will be construed under the laws of the State of California.
- Incorporation of Exhibitor Agreement and Sponsorship Information.** All policies, rules and regulations contained in the Exhibitor Application & Agreement and Sponsorship Information Sheet provided by AAR are hereby incorporated by reference and made a part of this Agreement.
- Americans with Disabilities Act.** Exhibitor warrants that its planned exhibit design and use of booth/display space at the Expo will be in compliance with the American with Disabilities Act ("ADA") and hereby accepts full responsibility for compliance with the ADA. Furthermore, Exhibitor will notify AAR and the racetrack in writing of any disabled person(s) affiliated with Exhibitor who may be attending the Expo and special needs of such person. Such notice shall be given as soon as Exhibitor learns such persons(s) will be attending the Expo.
- Indemnification; Limitation of Liability.** Exhibitor assumes full responsibility for the acts, omissions, and conduct of its representatives, agents and contractors and agrees to indemnify, hold harmless, and defend AAR, its officers and directors, employees, and agents from and against any and all claims, losses, damages, governmental fines or penalties, and costs of expenses (including court costs, interest, and attorney fees) of any kind whatsoever arising from such acts, omissions, and conduct except to the extent that such claims, losses, and damages are the direct result of AAR's gross negligence or intentional acts. In any event, AAR's liability to Exhibitor under this Agreement shall be limited to and not exceed the amount of booth fees paid by Exhibitor.

Exhibitor understands and agrees to abide by the Terms and Conditions.

Exhibitor Signature Required