



Mountain Time Ski Expo™

www.mountaintimeskiexpo.com

Mountain Time Forum™

www.mountaintimeforum.com

Mountain Time Ski Expo: October 19 thru October 20, 2019 – Dallas Market Hall – North Hall – Dallas, Tx

Mountain Time Forum: October 18, 2019 –Hilton Garden Inn Dallas Market Center – Dallas, Tx

COMPANY INFO

Legal Name of Company: _____

Exhibiting As: _____

Mailing Address: _____

City: _____ State/Province: _____ Zip Code _____ Country: _____

Company Phone: _____ Web Address _____

CONTACT INFORMATION

Contact: _____ Title _____

Mailing Address: _____

Phone: _____ Email _____

Expo Only	<u>10'x10' Booth</u>	<u>10'x20' Booth</u>	Includes * Company ID Sign * Company Listing in Expo Program * Company Listing on www.mountaintimeskiexpo.com * 8' high/10' wide draped backwall, 32" draped side rail in Expo * Ten (10) complimentary expo attendee e-tickets to share with clients or prospects
	\$1,600	\$2,900	
	<u>Larger than 10'x20'?</u> Please call for bulk rates		

Black Exhibitor & Forum Sponsor	<u>10'x10' Booth</u>	<u>10'x20' Booth</u>	Includes * Company ID Sign * Company Listing in Expo & Forum Program * Company Listing on www.mountaintimeskiexpo.com * 8' high/10' wide draped backwall, 32" draped side rail in Expo * Unlimited expo attendee e-tickets to share with your clients or prospects (not to be shared on expo site)* One (1) Mountain Time Forum/Luncheon Table Reserved for your company * Two (2) Sponsor badges to attend Friday, October 18th Mountain Time Forum/Luncheon * One (1) Black Sponsor 7 minute presentation to all attending forum delegates * Each Black Sponsor participates in 14 to 18 Round Table Elevator Pitch Sessions with Forum Attending Delegates lasting 6 minutes. Black Sponsor suppliers will move from table to table while group travel leads/travel agents/media delegates will remain seated * Attending forum/luncheon delegates will be grouped at Black Sponsor tables by their occupation as best as possible (travel agents, ski club leads, travel club leads, corporate event planners, meeting planners, romance travel sellers, travel media, etc.)* Contact info sent to all sponsors for all forum/lunch attending delegates 2 weeks after the event is over.
	\$2,600	\$3,900	
	<u>Larger than 10'x20'?</u> Please call for bulk rates		

Other Friday, October 18th, Forum Presentation and Branding Sponsorships:

Exclusive Destination Specific Breakfast Presentation Sponsorship - \$4,900 – One-on-one exclusivity with all attendee delegates of the forum from 8AM-9:30AM. Signage/pre-event promo of breakfast/presentation. Breakfast included. Destination sharing sponsorship with partners is welcome.

Exclusive Resort/Destination Case Study Presentation of Successful Meetings/Events at Mountain Resorts- \$1,000 (30 minutes) Only 2 Available (Projected attendance of 15 to 30 meeting planners/site selectors, ski/travel club leads, and travel media)(sharing presentation with partners welcome)

Exclusive Resort/Destination or Tour Op Travel Agent Education Presentation- \$1,000 (30 minutes) Only 2 Available (Projected attendance of 30 to 40 travel agents) (Sharing presentation with partners is welcome)

* Expo Corner booth add \$100 * All exhibitors receive 4 exhibitor badges per 10'x10' * Call 505-717-2746 or email julien@mountaintimeexpo.com if you need a space larger than 10'x20' or need additional exhibitor badges. For Friday's, October 18th forum/lunch leisure travel agents, corporate event planners, group travel leaders and romance travel sellers from the region will be invited to attend. Friday, October 18th's forum/lunch is best suited for resorts/destinations/tour ops/suppliers and the like to sponsor.

Desired Expo and/or Forum Participation: Expo Only Black

Other Expo Sponsorships: Web Ad/Link on Mountain Time Home-\$400 for 10 months. Company Banner Hung in Expo Hall \$350
Interested in ad in the official expo program? Yes No

Desired Booth Space : 1st Choice _____ 2nd _____ 3rd _____

Calculate Cost

Expo and/or Forum Package _____ + Corner? +

Other Sponsorships _____ = Total Cost _____

PAYMENT SCHEDULE:

50% due upon invoice

Final 50% due by May 15, 2019

We understand this application becomes a binding contract when accepted by MOUNTAIN TIME ENTERPRISES LLC. We agree to abide by the exhibitor/sponsor terms & conditions, and rules & regulations on this contract and in the exhibitor service manual. We understand all deposits/final payments are non-refundable.

Signature: X _____ Printed Name _____

RETURN APPLICATION & PAYMENT TO: julien@mountaintimeexpo.com or Mail to: MOUNTAIN TIME ENTERPRISES LLC, PO BOX 58533, Salt Lake City, UT 84158-0533

MOUNTAIN TIME ENTERPRISES LLC Rules, Expo & Forum Terms

MOUNTAIN TIME ENTERPRISES LLC is producing The Mountain Time Ski Expo & Mountain Time Forum in Dallas, Texas at the Dallas Market Hall-North Hall (Expo) and at the Hilton Garden Inn Dallas/Market Center (Forum) over October 18-20, 2019. (hereinafter referred to as the "Expo & Forum" or in its separate parts as "Expo" and "Forum"). The Expo & Forum is owned, produced and managed by MOUNTAIN TIME ENTERPRISES LLC. Under the terms and conditions hereinafter set forth the Exhibitor desires to lease Exhibit Space from MOUNTAIN TIME ENTERPRISES LLC. As used hereinafter the term "MTE" means collectively MOUNTAIN TIME ENTERPRISES LLC and each of its directors, officers, shareholders, agents, affiliates, subsidiaries, representatives and employees. **1. CONTRACT AGREEMENT:** The act of signing the Exhibit Space Contract, the Exhibitor agrees to abide by these Rules and Regulations and all amendments there to and the decisions of MTE. For purposes of this Agreement, (i) the term "Expo Hall" shall mean the Dallas Market Hall (North Hall), or any other exhibit hall designated by MTE in the future, (ii) the term "Exhibitor" shall mean the company that has submitted this Contract, (iii) the term "Rules" shall mean these Rules and Regulations and the term "Forum" means the presentations and luncheon occurring at the Hilton Garden Inn Dallas Market Center near the Dallas Market Hall (North Hall) on October 18, 2019.

ASSIGNMENTS OF BOOTH SPACE: Space assignments will be made only after receipt from Exhibitor of this Contract and applicable booth fees. After assignment, space location may not be changed, transferred, or canceled by Exhibitor except upon written request and with the subsequent written approval of MTE.

Notwithstanding the above, MTE reserves the right to change location assignments at any time, as it may, in its sole discretion, deem necessary. **3. UNDESIRABLE ACTIVITIES:** Exhibitor agrees that its exhibit shall be admitted into the Expo and shall remain from day to day solely on strict compliance with all the rules herein described. MTE reserves the right to reject, eject, or prohibit any exhibit in whole or in part after MTE's good faith determination is communicated to Exhibitor that the exhibit or Exhibitor is not in accord with the Contract or the Rules. **4. BOOTH REPRESENTATIVES:** Booth representation is limited to Exhibitor. Exhibitor shall not permit in its booth a non-exhibiting company representative. Exhibitor shall staff its booth during all open expo hours. Booth Representatives shall at all times wear badge identification approved by MTE. MTE may limit the number of booth personnel at any time.

5. USE OF DISPLAY SPACE: a) Restrictions on Space Rental: Without the express written permission of MTE, Exhibitor may not (i) sublet, subdivide or assign its space, or any part thereof, (ii) purchase multiple booths for the purpose of subletting or assigning to third parties, or (iii) permit in its booth any non-exhibiting company representative. Only companies or individuals that have contracted directly with MTE shall be listed in the Expo Directory or allowed on the Expo floor as an exhibitor. Only one company name per booth will be listed on any ID sign. No signs or advertising devices shall be displayed outside the exhibit space other than those furnished by MTE. Failure to comply with this provision may be sufficient cause for MTE to require the immediate removal of the exhibit and/or the offending Exhibitor, at the expense of Exhibitor. Failure to comply may also result in forfeiture of all fees paid. In addition, all booths 20'x20' or smaller need to be fully carpeted and no exhibit shall be built to exceed height limitations set in the exhibitor manual. An exhibit that exceeds the height limitations will have to be altered to conform to the requirements, at Exhibitor's expense. **6. INSTALLATION AND REMOVAL:** MTE has full discretion and authority over the placement, arrangement, and appearance of items which Exhibitor displays. Installation of all exhibits must be fully completed at least one (1) hour prior to the opening time of the Expo. If Exhibitor does not meet this deadline, Exhibitor will not be allowed to set up until two (2) hours prior to the next day's Expo hours. Any space not claimed by 8 AM, Saturday, October 19, 2019 may be resold or reassigned by MTE, without refund. All exhibit and booth materials must be removed by Noon on Monday, October 21, 2019. MTE reserves the right to inspect any items removed from the exhibit. **7. EARLY REMOVAL OF EXHIBITS ARE NOT ALLOWED:** a) No exhibit shall be packed, removed, or dismantled prior to the closing of the Expo. If Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the Expo's appearance, an amount equal to one-third of the total space charge for Exhibitor's allocated area, in addition to all sums otherwise due under this Agreement. b) For security reasons, any equipment removed from the Exhibit Hall prior to the official closing of the Expo shall require a special pass issued by MTE. **8. PROHIBITED ACTIVITIES:** a) No beer, wine or intoxicating liquor may be distributed by Exhibitor. b) All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of Exhibitor's booth. Exhibitor must not place equipment for display or demonstration in such manner as to cause observers to gather in the aisles. All equipment for display or demonstration must be placed within the assigned booth to attract observers into the booth. c) Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so that the noise resulting there from will not annoy or disturb adjacent exhibitors or their patrons. d) Exhibitor is prohibited from displaying any devices or objects in the booth that exceed the length of the back wall without prior written approval from MTE and the Exhibit Hall. e) Animals and pets are not permitted in the Exhibit Hall except in conjunction with an approved exhibit, display or performance legitimately requiring use of animals. Guide dogs are permitted. f) Exhibitor is not allowed to conduct any activities that could be considered an illegal lottery under the State laws where the event is to be held. h) Electrical equipment that is not UL approved may not be used in the Exhibit Hall. No wiring, installation of spotlights or other electrical work shall be done except by the electrical contractor authorized by MTE or the Exhibit Hall. **9. BOOTH MAINTENANCE:** Exhibitor is required to maintain the daily cleanliness of its booth. Cleaning of booths shall take place at times other than Expo hours. MTE will be responsible only for the cleaning of aisle space and public areas. **10. CARE OF BUILDING AND EQUIPMENT:** Exhibitor and its agents shall not injure or deface any part of the Exhibit Hall, the booths or booth contents or Expo equipment and decor. If Exhibitor causes any such damage, Exhibitor shall be liable to the owner of the property so damaged. No balloons shall be brought into the expo hall, and if so exhibitors can be charged for the removal from the hall.

11. RIGHT OF ENTRY AND INSPECTION: MTE, in its absolute discretion, shall have the right at any time to enter the leased area occupied by Exhibitor or otherwise inspect Exhibitor's material. **12. CANCELLATION BY EXHIBITOR:** Exhibitor specifically recognizes and acknowledges that MTE will sustain certain losses if Exhibitor cancels its exhibit space after it has been assigned and confirmed by the MTE. Due to the difficulty, if not impossibility of determining and proving said losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, if Exhibitor cancels all or part of its exhibit space on or within the time periods specified below: TIME PERIOD LIQUIDATED DAMAGES Prior to May 18, 2019 50% of rental fees On or After May 18, 2019 100% of rental fees Upon cancellation by Exhibitor, MTE has the right to resell the space and retain all revenue collected. Any such re-sale shall not reduce the amount of liquidated damages to be paid by Exhibitor. **13. CANCELLATION OR POSTPONEMENT OF EXPO:** In the event that any unforeseen occurrence shall render the fulfillment of this Contract impossible or inadvisable by MTE, this Contract shall be amended or terminated as determined by MTE to be appropriate. Exhibitor hereby waives any claim against MTE for damages or compensation in the event of such amendment or termination. As it determines to be appropriate, MTE may return a portion of the amount paid by Exhibitor for space after deduction of amounts

necessary to cover expenses incurred in connection with the Expo and Forum. Such expenses shall include, but not be limited to, all expenses incurred by MTE as a result of contracts with third parties for services or products incidental to the Expo and Forum, including out of pocket expenses incidental to the Expo and Forum, and overhead expenses attributable to the production of the Expo and Forum. No monies will be returned should the dates or location of the Expo and Forum be changed by MTE, but Exhibitor will be assigned space, which Exhibitor agrees to use under these same Rules. MTE shall not be financially liable in the event the Expo and or Forum is interrupted, canceled, moved, or dates changed, except as provided herein. **14. EXHIBITOR DEFAULT:** If Exhibitor is in default of any obligation to MTE (including specifically failure to pay MTE within 30 days of invoice), MTE may terminate Exhibitor's right under this contract to participate in the Expo and or Forum. If MTE elects to exercise such right of termination, it shall first give Exhibitor written notice stating its intent to terminate and the action that Exhibitor must take to avoid termination. If Exhibitor fails to cure the default within 10 days of the date of notice from MTE, Exhibitor shall have no further right to participate in the Expo and or Forum. MTE's liability to return any amounts paid by Exhibitor under this contract will be limited as set forth in paragraph 14 above. Furthermore, MTE may retain any amount that would otherwise be returned by Exhibitor and apply such retained amount to satisfy the liability to MTE for which Exhibitor is in default.

15. EXHIBITS AND PUBLIC POLICY: Exhibitor is charged with knowledge of all Federal, State and local laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this Expo and or Forum. Compliance with such laws is mandatory for Exhibitor, and the sole responsibility is that of Exhibitor. MTE and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials and operation is concerned.

Exhibitors with questions regarding such laws, ordinances, and regulations should contact MTE. All booth decorations including carpet must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform with National Electric Code Safety Rules and the electrical code in Texas. If inspection indicates that Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to remove all or such part of his exhibit as may be in violation, at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire code are to be used, Exhibitor should contact MTE for information concerning facilities or regulations. City and state fire regulations must be complied with. Use of hazardous materials, such as open flame or liquid propane gas, must be approved by the local Fire Department. **16. ERRORS AND OMISSIONS:** MTE assumes no responsibility or liability for any of the services performed or materials delivered by official Expo and or Forum contractors or other suppliers to the Expo and or Forum, their personnel, or their agents. Any controversies which may arise between Exhibitor and official contractors or hall representatives, or personnel of either, on the Expo and or Forum premises shall be referred to MTE for resolution, and MTE's decision shall be final and binding.

17. SECURITY: MTE shall provide guard service throughout the hours of setup, Expo hours, before and after Expo hours, and during dismantling period. This security is to prevent unauthorized entry into the Expo halls. A badge must be worn at all times. MTE reserves the absolute right to inspect any items removed from the exhibit area. **18. LIABILITY AND INSURANCE:** a) All property of Exhibitor remains under its custody and control in transit to and from the Exhibit Hall, during installation and removal, and while it is within the confines of the Exhibit Hall. Neither MTE, the service contractors, the management of the Exhibit Hall nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitor from theft, damage by fire, accident, vandalism or other causes, and Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of the persons mentioned above. b) Exhibitor understands that MTE does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. Exhibitor agrees to obtain adequate insurance during the dates of the Show including move-in and move-out days, in commercially reasonable amounts and with commercially reasonable deductibles, and shall be prepared to furnish certificates of insurance to MTE if requested evidencing the following coverages: (1) Commercial general liability insurance coverage, including protective and contractual liability coverage for bodily injury and property damage, (2) employers liability insurance; (3) worker's compensation/occupational disease coverage in full compliance with federal and state laws, (4) comprehensive general liability automobile insurance covering owned, non-owned, and hired vehicles, including loading and unloading hazards. (c) MTE and Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. **19. ENFORCEMENT OF REGULATIONS:** MTE has full power to interpret and enforce all of the Rules and the power to make amendments and/or further rules or regulations, orally or in writing, that are considered necessary for the proper conduct of the Expo and or Forum. Such decisions shall be binding on Exhibitor. Failure to comply with these or any other rules or regulations may be sufficient cause for MTE to require the immediate removal of the exhibit and/or offending Exhibitor at the expense of Exhibitor. In addition, Exhibitor agrees to be bound by the terms of MTE's agreement with the Dallas Market Hall and Hilton Garden Inn Dallas Market Center in which the Expo and Forum is held. Failure to comply with all applicable rules may also result in forfeiture of all fees paid. MTE may lease any space so forfeited to another exhibitor and retain all revenues collected. **20. CONFLICTING MEETING AND SOCIAL EVENTS:** In the interest of the entire Expo and Forum, Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of Expo and Forum attendees, exhibitors, or invited guests from the Exhibit Hall or Forum during the official hours of the Expo or Forum. **21. ADA COMPLIANCE:** Exhibitor represents and warrants that: a) its exhibit will be accessible to the full extent required by law, (b) its exhibit will comply with the American with Disabilities Act (ADA) and with any regulations implemented under the ADA, and (c) it shall indemnify and hold harmless and defend MTE from and against any and all claims and expenses, including reasonable attorney's fees and litigation expenses, that may be incurred by or asserted against MTE because of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

22. WAIVER: Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Contract. The rights of MTE shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of MTE. **23. SEVERABILITY:** If any provision of this Contract is held invalid or unenforceable, neither the remaining provisions of this Contract nor other applications of the provisions involved shall be affected thereby. **24. GOVERNING LAW:** This Contract shall be interpreted under the laws of the State of New Mexico. The parties agree that any dispute arising under this Contract will be submitted to the federal or state courts of the State of New Mexico. **25. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Contract shall be valid and binding on the parties unless set forth in writing and signed by both parties