



All orders are governed by the PacificXPOSURE Payment Policy and PacificXPOSURE Terms & Conditions of Contract as specified in this Vendor Information Kit

**PacificXPOSURE Southern California Lacrosse Tournament
June 24-27, 2010**

I. Definitions

PacificXPOSURE: PacificXPOSURE, Summit Performance Group and their employees;

Agents: PacificXPOSURE's agents, subcontractors, carriers, and the agents of each;

Customer: Vendor or other party requesting Services from PacificXPOSURE;

Goods: Exhibits, property, and commodities of any type for which PacificXPOSURE is requested to perform Services;

Show Site: The venue or place where an exposition or event takes place;

II. Scope

These Terms and Conditions shall be binding upon Customer, PacificXPOSURE, and their respective Agents and representatives, including but not limited to Customer contracted labor and any other party with an interest in the Goods. Each shall have the benefit of and be bound by all provisions stated herein, including but not limited to time limits and limitations of liability.

III. Customer Obligations

a. **Payment for services.** Customer shall be liable for all unpaid charges for services performed by PacificXPOSURE or Agents. Customer authorizes PacificXPOSURE to charge its credit card directly for services rendered on Customer's behalf after departure, by placing an order on-line, via fax, phone or through a work order on site.

b. **Credit Terms.** All charges are due before Services are performed unless other arrangements have been made in advance. PacificXPOSURE has the right to require prepayment or guarantee of the charges at the time of request for Services. A failure to pay timely will result in Customer having to pay in cash in advance for future services. If a credit card is provided to PacificXPOSURE, PacificXPOSURE is authorized to bill to such credit card any unpaid charges for services provided to Customer. Any charges not paid within 30 days of delivery will be subject to interest at 1½% per month until paid.

IV. Mutual Obligation Indemnification

a. **Customer to PacificXPOSURE:** Customer shall defend, hold harmless and indemnify PacificXPOSURE from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property other than Goods, relating to or arising from performance of Services herein. Customer agrees to indemnify and hold PacificXPOSURE harmless for any and all acts of its representatives and agents, including but not limited to Customer Appointed



Contractors, any subtenant or other user of its space or any agents or employees engaged in business on behalf of Customer or present at Customer's invitation, including supervision of labor secured through PacificXPOSURE. Customer's obligations under this provision shall not apply to PacificXPOSURE' own negligence and/or willful misconduct. CUSTOMER ACKNOWLEDGES THAT THE SHOW SITE IS AN ACTIVE WORK ZONE AND CUSTOMER, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES ARE PRESENT AT THEIR OWN RISK.

b. PacificXPOSURE to Customer: To the extent of PacificXPOSURE' own negligence and/or willful misconduct, and subject to the limitations of liability below, PacificXPOSURE shall defend, hold harmless and indemnify Customer from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property other than Goods. PacificXPOSURE' obligations under this provision shall not apply to claims for bodily injury arising a) from Customer's presence in areas which have been marked as "off limits to vendors"; and b) when vendors are present in the facility prior or subsequent to the effective dates or hours of vendor's space lease with show management.

V. DISCLAIMER AND LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME. PacificXPOSURE SHALL BE LIABLE, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, FOR LOSS OR DAMAGE TO GOODS ONLY IF SUCH LOSS OR DAMAGE IS CAUSED BY THE DIRECT NEGLIGENCE OR WILLFUL MISCONDUCT OF PacificXPOSURE. CLAIMS PRESENTED FOR LOSS OR DAMAGE ARISING OUT OF INCIDENTS REFERENCED IN SECTION VI HEREIN WILL BE DENIED.

VI. No Liability for Loss or Damage to Goods

Unattended Display Space: PacificXPOSURE shall not be liable for any loss or damage occurring while the Goods are unattended in Customer's display space at any time.

VII. Miscellaneous

Insurance. PacificXPOSURE IS NOT AN INSURANCE COMPANY AND DOES NOT OFFER OR PROVIDE INSURANCE. It is the obligation of Customer to ensure Goods are insured at all times. Loss or theft of the Goods is the sole responsibility of Customer. PacificXPOSURE recommends Customer arrange for all Risk Coverage.



VIII. Jurisdiction, Choice of Forum

These Terms and Conditions of Contract shall be governed by and construed in accordance with the applicable laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of California. The parties hereby submit to jurisdiction and venue in court in San Diego County, California.

CUSTOMER

PacificXPOSURE

Company Name

Name of Authorized
Representative

Signature

Date

Name of Authorized
Representative

Signature

Date



SPONSOR/VENDOR SPACE AGREEMENT

Sponsor/Vendor Information *(Please print or type)*

Company: _____ Contact: _____

Address: _____

Ph: _____ Fax: _____ Email: _____

Display Space Staff Names (up to four): _____

Sponsor/Display Space Fees **Please contact us for details at 800-734-0161 or sponsor@pacificxposure.com*

- All-American:**
\$5,000; Top Cover Ad Feature in Tournament Brochure, Top Billing Feature included in Press Releases, Handout Materials to all Registrants, Tournament Banner, 20 x 20 Prime Space in the HQ Vendor Village & at all locations, Priority Logo on Official Tournament T-Shirt, and Prominent Placement on the Tournament Web-Site, Access to Attendee Mailing List
- Stadium: \$1,500:**
Full-Page Ad in Tournament Brochure, Tournament Banner, 15 x 15 Prime Space in the HQ Vendor Village & at all locations, Logo on the Official Tournament T-Shirt, Placement on the Tournament Web-Site, Access to Attendee Mailing List
- Fast Break: \$500:**
Ad in Tournament Brochure, 3 days of up to 15 x 15 Space in the Vendor Village, Placement on the Tournament Web-Site
- Display Space in Vendor Village (1 location):** \$300; 3 days of 10 x 10 Display Space in Vendor Village and Name in Event Program
- Display Space in Vendor Village (2 locations):** \$500; (Choose locations by filling in boxes below)
- Display Space in Vendor Village (3 locations):** \$600; (Choose locations by filling in boxes below)
- *Display Space in Vendor Village other than 10 x 10:** Cost as agreed upon by Vendor/PX Director _____
PX Director Approval Initials _____
Specify display space size _____ Specify location(s) _____
- Food / Beverage Concession in Vendor Village:** \$350 per location; 3 days of 10 x 10 Display Space in Vendor Village & Name in Event Program
- Trade Services and Merchandise:** Free; Specify _____
PX Director Approval Initials _____

Electrical Requirments

- (1) 20 amp circuit electrical connection per display space per location for duration of event; \$95
- *Electrical connections other than (1) 20 amp circuit; Cost as agreed upon by Vendor/PX Director _____ PX Director Approval Initials _____
Specify electrical requirements _____ Specify location(s) _____

Tournament/Booth Locations

- Del Norte High School (HQ) Rancho Bernardo HS Black Mountain Middle School

Total Fees Due _____

Payment Information *(Please print or type)*

We are enclosing \$ _____ Check (payable to Summit Performance Group in U.S. funds) AMEX VISA MasterCard

Card #: _____ **Exp:** _____ **Security Code*:** _____

*On VISA/MC: security code is last 3 digits of # on back of the card; On AMEX: 4 digit number above the card # on front of card

Name on card: _____ **Signature:** _____

Billing address (if different from above): _____

Please complete this form and fax with payment to 858-385-2790 or mail with payment to:
Summit Performance Group, 12396 World Trade Dr. Suite 109, San Diego, CA 92128