

# Vendor Details

## October 20-21, 2012

### Javits Center, New York City

# AKC Meet the Breeds®

## TOP TEN REASONS TO BE A VENDOR: at the largest dog and cat extravaganza in the world!

1. Perfectly timed for upcoming holiday sales.
2. Unrivalled sales, sampling and marketing opportunities with a uniquely targeted, affluent audience.
3. Showcase your company to the public, pet industry, breeders, trainers, groomers and veterinarians - all under one roof.
4. Proven track record with 540,000,000 impressions and over 40 media outlets on location.
5. A comprehensive media plan including print, outdoor, radio, online campaigns, micro-sites, social media and more.
6. 200 American Kennel Club and The International Cat Association official club breed booths.
7. Over 40,000 attendees anticipated.
8. Join in to promote responsible pet ownership!
9. Benefit from AKC's reach to the largest and most engaged audience in America - reach millions through our targeted channels online and more.
10. Enhanced Vendor layout for 2012.



**“We were happy! It was constantly busy, which was great for us.”**

*T.N. for Pledge*

**“We will definitely be a returning vendor - The residual sales from Meet the Breeds have been overwhelming!”**

*Marg Shadid, President of Let's Go Design*

**“It's simple. Meet The Breeds is a GREAT show and truly our favorite show of the year.”**

*John Latta, Paramount Chemical Specialties, Inc.*

### **For AKC Vending Opportunities, Contact:**

Audra Geaneas  
212-696-8305 – ang@akc.org  
Aliza Burns  
212-696-8225 – aeb@akc.org

### **For AKC Sponsorship Opportunities, Contact:**

Daphna Straus  
212-696-8243 - dxs@akc.org



**PetPartners**  
Your Partner in Pet Health Care®

# Vendor Pricing

## October 20-21, 2012

### Javits Center - New York City

AKC  
**Meet the Breeds®**

#### &PRICING OPTIONS

##### PREMIERE LEVEL

Regular Pricing:

10'x10' STANDARD LINEAR BOOTH \$2,000

10'x10' PREMIUM CORNER BOOTH \$2,250

~~Early Bird Special Pricing\* (Good until 7/1/2012):~~

~~10'x10' STANDARD LINEAR BOOTH \$1,800~~

~~10'x10' PREMIUM CORNER BOOTH \$1,950~~

Premium corner booths are located on corners and aisle ends.

\*Fully executed contract and payment in full due by July 1, 2012 to qualify for early Bird Special pricing. \$500 minimum deposit required with application.

##### MAKE A DIFFERENCE "Not for Profits" LEVEL

Regular Pricing:

10'x10' STANDARD LINEAR BOOTH \$1,200

Included with price: 1) Company name and 50 character alphanumeric in the event Program Guide which is distributed to all event attendees. 2) Online presence at MeettheBreeds.com for a period of 12 months. 3) Booth package (includes 7' x44" company sign, 8' high draped backwall and 3' high sidewall drape, two chairs and your choice of one 6' or one 8' table, one 500 watt outlet, first night cleaning). Drapery is navy and white.

##### PRODUCT DISPLAY SHOWCASE

Regular Pricing:

3'x3' TABLE TOP SPACE \$150

Included with price: 3'x3' space in the Product Display Showcase area at the event. This space is comprised of an unsupervised draped table where you can display product samples, informational materials etc.

**\*\*NO PET SALES/ADOPTIONS ARE PERMITTED AT THIS EVENT\*\***

**\*\*Vendors are not permitted to showcase animals in their booths\*\***

Watch for additional details as they become available at:

[www.meetthebreeds.com](http://www.meetthebreeds.com)

**For AKC Vending Opportunities, Contact:**

Audra Geaneas  
212-696-8305 – ang@akc.org

OR

Aliza Burns  
212-696-8225 – aeb@akc.org



**AMERICAN  
KENNEL CLUB®**

**For AKC Sponsorship Opportunities, Contact:**

Daphna Straus  
212-696-8243 - dxs@akc.org



# Application & Contract for Vending Space

## PREMIERE LEVEL

**October 20-21, 2012**  
**Javits Center • New York City**

**1. EXHIBITOR INFORMATION** (please type or print clearly)

Company name \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Company Location Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Website \_\_\_\_\_

**2. Please provide a 50 CHARACTER description about your company/products for our Program Guide and website**

To see what other vendors have used please visit [www.meetthebreeds.com](http://www.meetthebreeds.com) and click on the vendors tab.

One draped table is included with your booth. Please indicate your table preference by selecting ONE box below.

- one (1) 6' table     one (1) 8' table     No table

**3. BOOTH REQUEST**

(Minimum space required 10'x10')

Please list three booth choices. If you are taking more than one booth, list the group as one choice.

First choice booth(s) no. \_\_\_\_\_

Second choice booth(s) no. \_\_\_\_\_

Third choice booth(s) no. \_\_\_\_\_

Show Management will attempt to honor choices in order of preference; however, final decisions regarding assignment are in the sole discretion of Show Management.

**5. BOOTH FEES & NET TERMS**

No. of standard booths \_\_\_\_\_ x \$2,000 = \_\_\_\_\_

No. of premium booths \_\_\_\_\_ x \$2,250 = \_\_\_\_\_

Total Due = \_\_\_\_\_

**4. BOOTH RATES**

Standard linear booth (10'x10') - \$2,000  
 Premium corner booth (10'x10') - \$2,250  
**Early Bird Special:** To qualify completed application and payment in full received by July 1, 2012  
~~Standard linear booth (10'x10') - \$2,000~~ \$1,800  
~~Premium corner booth (10'x10') - \$2,250~~ \$1,950

**Early Bird Special Rates - >i`mi% 201& deadline:**

No. of standard booths \_\_\_\_\_ x \$1,800 = \_\_\_\_\_

No. of premium booths \_\_\_\_\_ x \$1,950 = \_\_\_\_\_

Total Due = \_\_\_\_\_

All booth space is offered as shown on the accompanying floor plan at the prices indicated.

NET TERMS: Early Bird Special: Payment in full and completed application must be received by July 1, 2012 to qualify for early bird rate. Applications submitted after July 1, 2012 must include a \$500 deposit. Additional installment payments may be made however, SPACE MUST BE PAID IN FULL BY September 15, 2012. Applications submitted after September 15, 2012 must include a 100% payment on the total booth cost. Submit completed application with **payment payable to AKC, c/o Vendors, 260 Madison Ave, New York, New York 10016**. Applications with credit card payment may be faxed to 212-696-8236.

Check # \_\_\_\_\_ Make Check Payable to AKC

Credit Card (check one):     American Express     Mastercard     VISA

Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**6. SIGN HERE**

Vendor has read the Terms & Conditions attached to this Agreement. Vendor understands that this Agreement shall be legally binding between AKC and the Vendor only upon acceptance in writing by AKC. Vendor also understands that any changes in the information in this Agreement must be provided to AKC in writing. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

Exhibitor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_

**OFFICE USE ONLY**

Booth assignment \_\_\_\_\_

Booth cost \$ \_\_\_\_\_

Amount Received \$ \_\_\_\_\_

Payment type: \_\_\_\_\_

Amount Received \$ \_\_\_\_\_

Payment type: \_\_\_\_\_

Amount Received \$ \_\_\_\_\_

Payment type: \_\_\_\_\_

Notes: \_\_\_\_\_



# Application & Contract for Vending Space

## MAKE A DIFFERENCE LEVEL

**October 20-21, 2012**  
**Javits Center • New York City**

**1. EXHIBITOR INFORMATION** (please type or print clearly)

Company name \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Company Location Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Website \_\_\_\_\_

**2. Please provide a 50 CHARACTER description about your company/products for our Program Guide and website**  
 To see what other vendors have used please visit [www.meetthebreeds.com](http://www.meetthebreeds.com) and click on the vendors tab.

One draped table is included with your booth. Please indicate your table preference by selecting ONE box below.

- one (1) 6' table    
  one (1) 8' table    
  No table

**3. BOOTH REQUEST**

(Minimum space required 10'x10')

Please list three booth choices. If you are taking more than one booth, list the group as one choice.

First choice booth(s) no. \_\_\_\_\_

Second choice booth(s) no. \_\_\_\_\_

Third choice booth(s) no. \_\_\_\_\_

**Show Management will attempt to honor choices in order of preference; however, final decisions regarding assignment are in the sole discretion of Show Management.**

**OFFICE USE ONLY**

Booth assignment \_\_\_\_\_

Booth cost \$ \_\_\_\_\_

**4. BOOTH FEES & NET TERMS**

No. of booths \_\_\_\_\_ x \$1,200 = \_\_\_\_\_ Total Due = \_\_\_\_\_

All booth space is offered as shown on the accompanying floor plan at the prices indicated.

**NET TERMS:** Applications submitted prior to July 1, 2012 must include a \$500 payment on the total booth cost. Additional installment payments may be made however, **SPACE MUST BE PAID IN FULL BY September 15, 2012.** Applications submitted after September 15, 2012 must also include a \$500 deposit. Submit completed application with **payment payable to AKC, c/o Vendors, 260 Madison Ave, New York, New York 10016.** Applications with credit card payment may be faxed to 212-696-8236.

Amount Received \$ \_\_\_\_\_

Payment type: \_\_\_\_\_

Amount Received \$ \_\_\_\_\_

Payment type: \_\_\_\_\_

Amount Received \$ \_\_\_\_\_

Payment type: \_\_\_\_\_

Check # \_\_\_\_\_ Make Check Payable to AKC

Credit Card (check one):  American Express     Mastercard     VISA

Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notes:

**5. SIGN HERE**

Vendor has read the Terms & Conditions attached to this Agreement. Vendor understands that this Agreement shall be legally binding between AKC and the Vendor only upon acceptance in writing by AKC. Vendor also understands that any changes in the information in this Agreement must be provided to AKC in writing. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

Exhibitor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_



# Application & Contract for Vending Space PRODUCT DISPLAY SHOWCASE

**October 20-21, 2012  
Javits Center • New York City**

**1. EXHIBITOR INFORMATION** (please type or print clearly)

Company name \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
 Company Location Address: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_  
 Mailing Address (if different) \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_  
 Phone \_\_\_\_\_ Website \_\_\_\_\_

**2. Please provide a 50 CHARACTER description about your company/products for the event website.**

To see what other vendors have used please visit [www.meetthebreeds.com](http://www.meetthebreeds.com) and click on the vendors tab.

**3. Please list the items you will be including in the Product Display area.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Show Management will attempt to honor placement choices in order of preference; however, final decisions regarding assignment are in the sole discretion of Show Management.**

**OFFICE USE ONLY**

Area assignment \_\_\_\_\_  
 Area cost \$ \_\_\_\_\_

**4. PRODUCT DISPLAY SHOWCASE FEES & NET TERMS**

No. of showcase spaces \_\_\_\_\_ x \$150 = \_\_\_\_\_ Total Due = \_\_\_\_\_

All booth space is offered as shown on the accompanying floor plan at the prices indicated.

NET TERMS: Applications submitted prior to July 1, 2012 may include a 50% payment on the total cost. Additional installment payments may be made however, SPACE MUST BE PAID IN FULL BY September 15, 2012. Applications submitted after September 15, 2012 must include a 100% payment on the total booth cost. **Submit completed application with payment payable to AKC, c/o Vendors, 260 Madison Ave, New York, New York 10016.** Applications with credit card payment may be faxed to 212-696-8236.

Amount Received \$ \_\_\_\_\_  
 Payment type: \_\_\_\_\_  
 Amount Received \$ \_\_\_\_\_  
 Payment type: \_\_\_\_\_  
 Amount Received \$ \_\_\_\_\_  
 Payment type: \_\_\_\_\_

Check # \_\_\_\_\_ Make Check Payable to AKC  
 Credit Card (check one):  American Express  Mastercard  VISA  
 Card No: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Cardholder Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Notes:

**5. SIGN HERE**

Vendor has read the Terms & Conditions attached to this Agreement. Vendor understands that this Agreement shall be legally binding between AKC and the Vendor only upon acceptance in writing by AKC. Vendor also understands that any changes in the information in this Agreement must be provided to AKC in writing. This Agreement may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

Exhibitor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_

# Terms & Conditions

## 1. DEFINITIONS

"(a) "Vendor" means the applicant identified on the front hereof; (b) "Show" means the specific expositions or conferences identified on the front hereof; (c) "Show Management" means American Kennel Club, Inc., its respective agents, employees, affiliates and assigns; (d) "Hall Management" means the owner or manager of the facility in which the Show is conducted, and its employees and agents; and (e) "Hall" means the facility in which the Show is conducted.

## 2. AGREEMENT

This application, when properly executed by Vendor and upon written acceptance by Show Management, shall constitute a valid and binding license agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Exhibitor Services Manual, Sponsorship Materials and in the Hall Management contract, to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Vendor agrees to be bound thereby.

## 3. USE OF SPACE

### No puppies, adult dogs or other animals may be sold at this show.

Show Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Vendor agrees to change the wording of any sign determined by Show Management not to be in the best interest of the Show. Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited. Sound amplifying devices may be operated only at levels not objectionable to other Vendors. Distribution of advertising material and solicitations of any sort shall be restricted to the Vendor's booth. Vendor's exhibit or products may not extend beyond the limits of the Vendor's booth and no part of any exhibit or product may extend into any aisle. No Vendor shall arrange its exhibit so as to obscure or prejudice adjacent Vendors, as determined by Show Management. All demonstrations by Vendor must be located so that assembled crowds are within the Vendor's space and not blocking any aisle or neighboring exhibits. No Vendor shall assign or sublet or share any part of its assigned space without the consent of Show Management in writing. Any space not occupied by Vendor at the time set for completion of installation of displays will be reassigned at the discretion of Show Management, in which case all amounts paid or payable by Vendor will be forfeited unless special arrangements have been approved in writing by Show Management. Vendor agrees to keep its exhibit open and staffed at all times during the Show hours. **BOOTH CONSTRUCTION AND ARRANGEMENT** – Standard booth equipment (back and side wall draping, and identification sign) is provided by Show Management without cost to the Vendor. If a Vendor plans to install a completely constructed display of such a character that the Vendor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. Sidewall construction, if used, may taper diagonally from eight (8) feet at the back wall to floor level at the aisle, or extend as a high panel

four (4) feet from back wall, the remaining side rail may not exceed four (4) feet in height. Exceptions to the above specifications are authorized for all self-contained island configurations where a sixteen (16) foot height restriction will apply. The eight (8) foot back wall restriction is removed for all peripheral booths where a twelve (12) foot height restriction will be in effect. Further restrictions may apply as necessitated by ceiling height. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from adjacent booths. Failure to comply with the rules and regulations of this contract and as stated in the Exhibitor Services Manual will result in the alteration or removal of the booth at the Vendor's expense. Rental fees for services and vendor space are not refundable. Vendors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall Management.

## 4. CHANGE OF SPACE

Show Management shall have the right, in its sole discretion, to change Vendor's space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Show. In the event Show Management elects to exercise its right to change Vendor's exhibit space, Vendor will be notified of its newly assigned space. Show Management will make reasonable

efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Vendor's original space. If a reduction in space to Vendor's exhibit space is, in Show Management's opinion, necessary, Vendor will be reimbursed on a pro-rata basis. Vendor acknowledges and agrees that Show Management may change the dates and/or venue of the Show without the consent of Vendor, and that this Agreement shall remain in full force and effect as to such changed dates and/or venue.

## 5. CANCELLATION

In the event Vendor seeks to cancel this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show, Vendor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. All cancellations, withdrawals or requests for reduction in space by Vendor must be in writing, by certified mail, return receipt requested. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. If Vendor cancels, withdraws or reduces its space requirements for the Show, Vendor agrees to pay to Show Management the amounts set forth below if not previously paid by Vendor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. Date Written Notice of Cancellation or Reduction In Space Postmarked On or before 120 days of the first day of the show (50% of Total Booth Space Fee); Within 120 days of the first day of the show (100% of the Total Booth Space Fee). In the event Vendor, at any time, seeks to cancel this license for exhibition space, withdraws from the show or requests a reduction in space, an administrative and processing fee of \$100.00 per 10' x 10' booth will be assessed. If a reduction in space is requested, Vendor's booth space on the Show floor may be moved in the sole discretion of Show Management. Any cancellation or failure of Vendor to actually occupy the exhibition space assigned to Vendor may, in Show Management's sole discretion, result in partial or complete forfeiture of Vendor's rights under any applicable sponsorship agreements or opportunities including, but not limited to, the right to present speakers at, or participate in, any conference component of the Show. Cancellation fees cannot be applied toward exhibit space at other shows or advertisement. In the event Vendor fails to make any payments as contemplated herein, Vendor shall be deemed in default, and Show Management shall have the right to retain Vendor's deposit and all monies paid as Show Management's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. In the event of default by Vendor, Show Management shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Vendor and without in any way releasing said Vendor from any liability hereunder, and said Vendor expressly agrees to pay Show Management the full sum set forth on the front hereof. Vendor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. Show Management will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Show, or for any cause beyond its control. Show Management will, however, in the event of its not being able to hold the Show for any of the above named reasons reimburse Vendor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc. If Show Management cancels or terminates the Show, for any reason other than stated in the previous paragraph, the Vendor waives all claims it might have against Show Management for damages or expenses and Vendor agrees to accept in complete satisfaction and discharge of all claims against Show Management a refund of all amounts paid by the Vendor to Show Management in accordance with this agreement.

## 6. INSURANCE - MANDATORY

A. Vendor agrees to maintain adequate insurance to fully protect Show Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from any and all claims, arising from Vendor's activities including, but not limited to, the installation, operation and dismantling of Vendor's display. Vendor understands that Show Management, Hall Management or the Hall does not maintain insurance covering the Vendor's property and it is the sole responsibility of the Vendor to obtain such insurance. B. Vendor is responsible for any and all damages caused directly or indirectly by Vendor or Vendor's agents, employees or guests. C. Vendors in the Show must carry: Statutory limits for workers' compensation coverage and for employer's liability insurance; automobile liability insurance insuring any owned, non-owned

# Terms & Conditions

or hired vehicles to be used in and out of the Hall, such policy to insure loading or unloading hazards with limits of liability of at least \$500,000 in respect of injuries to any one person in any one occurrence and \$1,000,000 in respect of injuries to more than one person in any occurrence and at least \$500,000 in respect of damage to property, or \$1,000,000 combined single limit; and commercial general liability insurance including products and completed operations, independent contractors personal injury and blanket contractual liability as follows: insurance limits of at least \$1,000,000 combined single limit, per occurrence, and \$2,000,000 general aggregate; the general aggregate limit shall apply separately to the license period of the Show covered by this Agreement; all such insurance shall be primary of any other valid and collectible insurance and shall be written on an occurrence basis; such insurance coverage shall include all incidents of death or injury to person or persons, or loss or damage to property, arising out of the use or occupancy of the space, equipment or the Hall by Vendor, its agents, employees, contractors, vendors or invitees. D. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name The American Kennel Club, Inc., New York Convention Center Operating Corporation, State of New York, New York Convention Center Development Corporation, Empire State Development Corporation, Triborough Bridge and Tunnel Authority and their affiliates, subsidiaries, agents, assigns and employees ("Additional Insured(s)") as additional insured and be provided to Show Management at least 20 days before the proposed exhibit date. All insurance required shall be in form and issued by companies that are authorized to do business in the State of New York and that are at the time of issuance of the Certificate of Insurance and throughout the license period assigned a financial rating of A-VII or better per Best's Key Rating Guide, latest edition. All required insurance policies shall provide that: (i) the insurance carrier will give written notice to Show Management at least thirty (30) days prior to any material change in or cancellation or non-renewal of the policies; and (ii) no cancellation or amendment reducing the insurance coverage shall be effective if it will leave Vendor without the coverage required during the license period. (iii) The insurance carrier shall have no right of recovery or subrogation against any Additional Insured. The coverage provided to the Additional Insureds shall not be limited to the negligence of Vendor.

## 7. LIABILITY

Vendor agrees that Show Management, New York Convention Center Operating Corporation, the State of New York, the New York Convention Center Development Corporation, The Empire State Development Corporation, the Triborough Bridge And Tunnel Authority and their respective boards of directors, officers, agents and employees ("Indemnitees") are not liable for any injury, loss or damage that may occur to Vendor, or to Vendor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Vendor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Vendor's displays, equipment, employees or representatives. Vendor assumes responsibility and agrees to indemnify, defend and hold harmless Indemnitees from all losses, claims, liability, damage, actions, and judgments recovered from or asserted against Indemnitees or any one of them or expense (including, without limitation, attorneys' fees and their litigation expenses): for any injury to or death of any persons, and any loss of, through theft or otherwise, or damage to property arising in any way in connection with the use and enjoyment by Vendor, or of any other person or entity with the permission, express or implied, of Vendor, of the space or the Hall; or arising out of the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Vendor, its exhibitors or other persons in connection with the Show or the use of the space or the Hall. In no event shall Show Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Show Management and its affiliates and Vendor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of action, shall be limited to one-half of the fees paid to Show Management hereunder.

## 8. AVAILABLE SERVICES

On behalf of the Vendors, Show Management has designated official Show contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Services Manual to be issued separately. Show Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangement for these services and payments are to be made between Vendors and official Show contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with the regulations.

## 9. PROTECTION OF FACILITIES

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of Exhibition Management, the convention hall manager or their assistants.

## 10. INSTALLATION AND DISMANTLING

Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture, cleaning etc., will be included in the Exhibitor Services Manual. Such requirements shall be binding upon the Vendor as though fully set forth herein.

## 11. EXHIBIT MOVE IN, MOVE OUT

Movement of exhibits in and out of the Hall must be handled by official Show contractors. No exhibit will be allowed into or out of the Hall without an official clearance from Show Management. The Vendor must make its own arrangements for transportation of exhibits and packing material. Show Management cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Services Manual. At such time after the close of the Show as Show Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Show space and vacant possession of the exhibit space shall be delivered to Show Management in as good and clean order and condition as it was when delivered to Vendor. Vendors will pay the cost of repairing any damage caused to the Hall facility by the Vendor and/or its contractors. Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or Hall Management at the Vendor's expense. No property may be removed from the Show before the Show ends.

## 12. SAFETY

All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Vendor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Vendor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Vendor's booth discloses a failure to comply with any applicable law, code or regulation, or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger, Show Management may cause the removal of all or a portion of such exhibit at the Vendor's expense. Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Vendor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

## 13. SECURITY

Show Management will provide perimeter guard service during the Show and while the Exhibit Hall is closed. Vendor agrees that Show Management is not liable for anything its guard service, or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Vendor's exhibit or its representatives. Vendor will not be allowed into the Exhibit Area after Show Hours. Vendor may want to consider arranging security for its specific booth space for either during or after Show hours.

## 14. ATTENDANCE

Show Management shall have sole control over admission policies at all times.

## 15. FILMING AND VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES

From time to time, photographs, motion pictures and/or video recordings may be made in the Show facility, which recordings may include images of Vendor, its employees, agents and related merchandise and displays. Vendors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Show Management, its agents, attendees or other exhibitors, and hereby consent to Show Management's use of such photography or recordings for commercial purposes. To the extent necessary to fulfill Show Management's express obligations hereunder, Vendor hereby grants Show Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use Vendor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Show Management the e-

# Terms & Conditions

mail addresses set forth on the first page of this Agreement, Vendor hereby consents to receiving unsolicited commercial e-mail messages from American Kennel Club, Inc., its affiliates, partners and assigns as well as third parties licensed to send such messages to Vendor by any of the foregoing.

## 16. EXHIBITION ACTIVITIES

Vendor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Show Management.

## 17. ERRORS AND OMISSIONS

Vendor agrees that Show Management will not be liable in the event of any errors or omissions in the Show's directory listing or in any related materials. Vendor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

## 18. ASSIGNMENT

This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management. American Kennel Club, Inc. may assign this Agreement without the prior written consent of Vendor, and any such assignee shall become "Show Management" for all purposes hereunder and shall acquire all of rights and obligations of American Kennel Club, hereunder.

## 19. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

## 20. COSTS, EXPENSES AND ATTORNEYS' FEES

If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

## 21. APPLICABLE LAW AND VENUE

This Agreement shall be governed by New York law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in New York, and the parties submit to the jurisdiction of any such court.

## 22. SPONSORSHIP AGREEMENT

All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement.

## 23. AMERICAN DISABILITIES ACT

Vendor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Vendor agrees that in connection with the Show, Vendor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Vendor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Vendor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

## 24. PERMISSIONS

Vendor consents and agrees to receive (i) facsimile advertisements sent by or on behalf of American Kennel Club, Inc. to the facsimile number provided above (ii) telephone solicitations initiated by or on behalf of American Kennel Club and directed to the telephone number provided above and (iii) commercial electronic mail messages sent by or on behalf of American Kennel Club, Inc., its affiliates, lines of business and divisions.

## 25. ADDITIONS OR CORRECTIONS

Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Vendor. Vendor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.

Initials \_\_\_\_\_



# AKC MEET THE BREEDS® Event Show Guide

October 20 & 21, 2012 • Javits Center, NYC

## ADVERTISING FORM



Advertiser hereby authorizes the American Kennel Club, Inc. ("Publisher") to feature the following product in the **2012 AKC Meet The Breeds® Event Show Guide** and for 6 months on the web at *meetthebreeds.com*.

Product Name: \_\_\_\_\_

Please include your product description of 40 words or less:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

— or —

My text will be emailed to: ram2@akc.org

A professional quality color digital photograph of my product or logo is being emailed to ram2@akc.org. My digital file format is JPEG or TIFF at actual (100%) size, at 300 dpi.

### AKC MEET THE BREEDS® Event Show Guide and Web Page

Event Show Guide Ad ~~\$500~~ \$395

TOTAL DUE \$ \_\_\_\_\_

Check enclosed, payable to *American Kennel Club*

– OR –

Charge my credit card:  VISA  Mastercard  
 AMEX  Discover

Credit Card Number: \_\_\_\_\_

Exp Date \_\_\_\_\_

URL: My URL for live link (optional): \_\_\_\_\_

Company: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### AKC CLASSIC PLUSH TOYS

These true-to-life plush toys are made to resemble woodland animals — from mallards to squirrels — to appeal to your dog's natural hunting instincts. Safe and durable, they are ideal for dogs of every age and activity.



[www.xyz.com](http://www.xyz.com)

### CHECKLIST for appearing in AKC Meet The Breeds® Event Show Guide:

- 1 Read and complete the **Advertising Form** in full (front & back, please).
- 2 Include your **check or credit card** information
- 3 Furnish your own **product description**.
- 4 Submit your **digital product photo or logo** (see above specs).

Your showcase listing **will NOT appear** if any of these steps are **not completed by August 31, 2012**.

Please send completed form and fee to:

Rebecca Mercer, The American Kennel Club, Inc.

260 Madison Avenue, New York, NY 10016

Phone: 212-696-8259 • Fax: 212-696-8239 • Email: ram2@akc.org

SAMPLE Show Guide ad (your ad must measure 3.5" x 2")

## TERMS AND CONDITIONS

1. Full payment and this completed form must be received by **August 31, 2012**.

Submit completed form to:  
**The American Kennel Club**  
**Attn: Rebecca Mercer**  
260 Madison Avenue  
New York, NY 10016

Forms with credit card payment may be faxed to 212-696-8239.

2. Publisher reserves the right to decline, reject, or cancel any advertising for any reason, and at any time, without liability, even though previously acknowledged or accepted. If, for any reason, Advertiser's product can not be included in the publications, AKC shall refund the advertising fee.

3. Product placement and advertisement layout shall be at the sole discretion of the Publisher; product description is subject to revision by Publisher.

4. Advertiser and its agency, if there is one, each represents that it is fully authorized to said advertisement and the contents therein. Advertiser and its agency, if there is one, hereby jointly and severally indemnify and hold Publisher harmless from and against any and all claims, damages, liabilities, obligations, losses and expenses (including, without limitation, attorneys' fees and disbursements) in connection with the publication

of such advertisements, including, without limitation, those arising from claims or suits for defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act or rights of privacy or publicity, or from any and all other claims now known or hereafter devised. All advertisements are accepted and published upon the representation by Advertiser and/or agency, if there is one, that they are authorized to grant the right to publish the entire contents and subject matter thereof in Publisher's publications and that such publication will not violate any law or infringe upon any right of any person or entity in consideration of the publication of advertisements.

5. Advertiser and its agency, if there is one, shall be jointly and severally liable for payment for advertisements and all other obligations in connection with advertising published in any of Publisher's publications.

6. Publisher is not responsible for errors in key numbers or advertisers' index. No refund or discount will be allowed.

7. No terms or conditions, printed or otherwise, appearing on any contracts, orders, copy instructions, or otherwise which conflict with or amend the provisions of this form or which are inserted unilaterally by the advertiser or its agency, if there is one, will be binding on Publisher.

### **SIGN HERE**

Advertiser has read and agrees to the AKC Meet The Breeds® Event Show Guide Advertising Form, including the Terms and Conditions, and understands that this form shall be legally binding between the Publisher and the Advertiser. This form may be executed and delivered by facsimile and a facsimile signature shall be treated as an original.

Print Name of Advertiser: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_ Title: \_\_\_\_\_



NOTE: Floorplan is subject to N.Y.C. Department of Buildings Approval

Class Inventory as of 02/08/2012 10:26am			
AKC MTB Booths			
Dimension	Size	Qty	SqFt
10'x10'	100	6	600
10'x20'	200	151	30,200
10'x24'	240	1	240
Totals:			158 31,040
Class Inventory as of 04/30/2012 2:07pm			
Vendor Booths			
Dimension	Size	Qty	SqFt
10'x10'	100	122	12,200
20'x20'	400	1	400
40'x40'	1,600	1	1,600
Totals:			124 14,200
Class Inventory as of 04/30/2012 2:07pm			
TICA MTB Booths			
Dimension	Size	Qty	SqFt
10'x10'	100	52	5,200
30'x40'	1,200	1	1,200
Totals:			53 6,400

