



Expo Vendor Application

The Big Kahuna Triathlon Beach Expo is an open-air showcase of the latest and greatest swim, bike and run apparel, equipment and accessories with island-style flair. The expo takes place at Depot Park and is open to the general public. In addition, every registered athlete is required to pick up his or her race packet during the expo.

Show Date/Time: Saturday, September 12th, 2009

Location: Depot Park
119 Center Street at the corner of Pacific Ave.

Pricing: 10' x 10' Booth- \$500 Additional Space- please call (408) 348-0703
Race Bag Insert-\$250

*Booth space includes canopy, one 6' skirted table, two chairs and standard 120v power if needed

Reserve your space at the 2009 Big Kahuna Beach Expo today! Simply fill out the form below and mail it in with your check payable to: Firstwave Events, PO Box 321269 Los Gatos, CA 95032.

For more information, visit www.firstwave-events.com or contact Tom Cotton at (408) 348-0703

Name: _____

Company: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____

Email: _____

Product(s) to be exhibited: _____

Race bag items (if applicable): _____

Booth Size Requested: _____ **Amount Enclosed: \$** _____

Terms and Conditions

1. Firstwave Events, LLC (hereafter called "Management") and the exhibitor agree all displays must be fully set up by 9:00AM, Saturday, September 12th, 2009.
2. Exhibitor agrees to be open and staffed during show hours.
3. Exhibitor agrees displays will not visually or physically disturb adjacent exhibitors.
4. Exhibitor agrees to adhere to all Santa Cruz Fire Department rules and regulations.
5. Exhibitor agrees not to sublet their designated space or exhibit any merchandise other than the specified items listed in their show contract without permission from Management.
6. Exhibitor agrees that Management may change space assignments.
7. Exhibitor agrees that all belongings shall be removed from the Expo area by 8:00PM on Saturday, September 12th, 2009.
8. Exhibitor agrees that no refunds will be given for failure to occupy their designated exhibit space.
9. Exhibitor agrees that violation of these terms and conditions may result in forfeiture of space. Refunding fees is at the sole discretion of Management.
10. Exhibitor agrees that Management reserves the right to reject or restrict any exhibit.
11. Exhibitor agrees not to make undue noise or odor, cause damage to the environment or booth equipment or act in any manner deemed inappropriate by Management.
12. Exhibitor agrees that no exhibitor shall have authority to impose any costs or hold liable the Big Kahuna Triathlon, the City of Santa Cruz or Firstwave Events, LLC for any reason.
13. Exhibitor shall pay all costs pertaining to moving in and moving out.
14. Exhibitor shall be liable for all damages which may be caused to environment or otherwise in connection with their exhibit.
15. Exhibitor agrees that the serving of alcoholic beverages and/or foods is prohibited without prior written permission by Management.
16. Exhibitor agrees to assume responsibility for loss, theft or destruction of goods or for personal injuries to himself, his employees, agents, representatives or visitors and will save harmless the Big Kahuna Triathlon, the City of Santa Cruz and Firstwave Events, LLC from any liability in connection with any and all of the above.
17. Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of an exhibitors activities on the premises of the Big Kahuna Expo and shall indemnify, defend and hold harmless the Big Kahuna Triathlon, the City of Santa Cruz and Firstwave Events, LLC from any such losses, damages and claims.
18. Exhibitor agrees to carry workmen's compensation, comprehensive general liability including products and completed operations, independent contractors, personal injury and blanket contractual liability. This must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder and supplied to the Management at least 30 days prior to the exhibit date.
19. Exhibitor agrees that this agreement shall be governed and construed in accordance with the laws of California and any disputes between the parties shall be settled in the courts of California.

I agree to the above terms and conditions:

Name: _____ **Signature:** _____

Date: _____