



**USA Gymnastics**  
**National Congress**  
**& Trade Show** San Jose, CA  
**2023**

**August 25-27, 2023**

**San Jose McEnergy  
 Convention Center  
 San Jose, California**

**EXHIBITOR FORM APPLICATION & AGREEMENT**

**SHOW LOCATION**

San Jose McEnergy Convention Center  
 408 Almaden Blvd.  
 San Jose, CA 95113

**SET-UP HOURS**

Wednesday, Aug. 24..... 8:30 a.m.-4:30 p.m.  
 Thursday, Aug. 25..... 8:30 a.m.-4:30 p.m.

**SHOW HOURS** *(Tentative and subject to change)*

Thursday, Aug. 24..... TBD  
 Friday, Aug. 25..... 8:00 a.m.-5:30 p.m.  
 Saturday, Aug. 26..... 8:00 a.m.-4:30 p.m.  
 Sunday, Aug. 27..... 8:00 a.m.-1:00 p.m.

**TEAR DOWN HOURS**

Sunday, Aug. 27.....4:30-8:30 p.m.  
*(Everything must be removed by 8:30 p.m.)*

**EXHIBIT SPACE**

**Booth Space includes**

- Space with pipe & drape, including 8ft. backwall and 3ft. side drape.
- Company name listed in the Congress Information Guide (if agreement is received by printing deadline.)
- On-site exhibitor service center.
- Up to 4 exhibitor badges per booth for booth staff.
- Purchase 1-4 booths receive 1 Congress badge.
- Purchase 5+ booths receive 2 Congress badges. No additional Congress badges will be distributed.

**Floor Plan**

- Show management will be responsible for all booth assignments.

**More Information**

- After acceptance into the Trade Show and approximately 45 days prior to the show, you will receive an exhibitor kit that will include additional show information and an electrical order form. 45 days prior to the show, the official show decorator will send you information regarding various show services and equipment rentals.

**NOTE:** Exhibit tables, chairs, electricity, and telephone/internet and A/V services are available at an additional cost. Exhibitors will receive order forms for these items prior to the Trade Show. Exhibits may not exceed height of 8 ft backwall.

**PAYMENT INFORMATION** – *Email completed form to [ekoven@usagym.org](mailto:ekoven@usagym.org)*

- Check** – please mail to: USA Gymnastics – 1099 N. Meridian St., Ste. 800 • Indianapolis, IN 46204
- Credit Card** – Instructions will be emailed for you to pay online once booth space has been awarded.

**AGREEMENT**

We have read, and agree to abide and be bound by, all of the Rules and Regulations for the 2023 USA Gymnastics National Congress and Trade Show and all other provisions of this Application and Agreement. The undersigned affirms that they have the authority to sign this Application and Agreement on behalf of exhibitor and to bind exhibitor hereto. Upon acceptance of this Application by USA Gymnastics, it shall be binding as a contract.

\*\*Authorized Signature (REQUIRED) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



# USA Gymnastics

## 2023 National Congress Trade Show Rules & Regulations

The following Rules & Regulations will govern and bind all exhibitors at the 2023 National Congress and Trade Show (hereinafter called the "Trade Show"), to be held at the America's Center (the "Building") and is incorporated into and made a part of the Exhibitor Space Application and Agreement (hereinafter call the "Application" or the "Agreement"). Subject to exhibitor's compliance with these Rules and Regulations and with the rules, regulations, and policies of the owner of the Building, USA Gymnastics (hereinafter called "Show Management"), hereby licenses to exhibitor the booth(s) at the Trade Show in accordance with exhibit space rental charges set forth on the Application, to be used by the exhibitor for the purpose set forth herein. Show Management has the right to reject or cancel any Application. Applications will be accepted in the discretion of the Show Management. If an exhibitor cancels after June 1, 2023, the exhibitor is liable for full payment all amounts due under the Agreement. Any other cancellation prior to June 1, 2023 will result in a \$100 administration fee per booth.

- 1. Installation and Removal.** Exhibitors will set up displays and unload materials on Wednesday, August 23, 8:30 a.m.-4:30 p.m. and Thursday, August 24, 8:30 a.m.-4:30 p.m. Show management reserves the right to require a pre-show walk through of the exhibit space with exhibitor. Exhibits must be removed from said premises by 8:30 p.m. on Sunday, August 27. In the event exhibit space is not vacated by the exhibitor within such time, Show Management is authorized to remove from said space, at the expense of the Exhibitor, all goods, merchandise, and property of any and all kinds that may then occupy any portion of said space for which the term of the Agreement has expired, and Show Management shall not be liable for any damage or loss of such goods, merchandise or other property, or to the space from which removed, by reason of such removal. Any such property left by the exhibitor after the time for removal thereof shall be deemed abandoned by the exhibitor. Show Management or its agent are hereby expressly released from any and all such claims for damages of any kind or nature arising from such removal.
- 2. Use of Exhibit Space.** No exhibitor shall sublet or share the space allotted with any other business, firm or person unless prior written approval has been obtained from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in their display except products sold by a parent or subsidiary company of the exhibitor. Exhibitor shall not obstruct access to any portion of the sidewalks, entrances, aisles, doorways, and all ways of access to public utilities pertaining to the exhibit hall premises. Exhibitors shall be responsible for keeping their exhibit staffed, neat, clean, and orderly at all times, and shall act so as to comply with these rules and regulations and those imposed by the manager or owner of the Building.
- 3. Mechanical Failure/Acts of God.** Exhibitor expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the roof or any water supply system, drainage system, heating system, electrical system, ventilation system, refrigeration system, or other mechanical system leading to or on the exhibition hall premises. In the event the exhibition hall premises, or any part thereof is damaged by fire or if it for any other reason, including strikes, war, weather, state of emergency, failure of utilities, or act of God which in the opinion of Show Management renders fulfillment of the Agreement by Show Management impossible, the exhibitor hereby expressly waives, releases and discharges Show Management or the owner or manager of the exhibition hall, and their agents, from any and all demands, claims, actions, and causes of action, in law or inequity, arising from any such causes.
- 4. Insurance Requirements; Damage to Property.** Each exhibitor is responsible to insure their own property while on the Exhibit Hall premises and while in transit to and from the Exhibit hall. Insurance Certificates are required that meet specified limits of insurance as outlined by Show Management. Each exhibitor is responsible for keeping their licensed space free from any dangerous conditions that might cause injury to persons coming upon the premises or damage to property. Show Management and its officers, employees and agents shall not be liable to the exhibitor, agents, employees, or any other person coming into the space licensed by the exhibitor for injury to the person or property of any such persons and the exhibitor undertakes to fully indemnify and hold harmless Show Management and the Building as to any such liability. Neither Show Management nor the Building are in any way responsible for damages or theft to exhibitor's property at any time before, during or after show hours
- 5. Exhibitors Authorized Representative.** Each exhibitor must name one person to be the representative in connection with installation, operation and removal of the exhibitor's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all periods of the Trade Show; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children 12 years of age and under are not admitted to the exhibit halls without a parent or guardian, at any time.
- 6. Arrangement of Exhibits.** Each exhibitor is provided an official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit and/or the provisions set forth herein. Exhibits not meeting the above conditions will be prohibited from functioning at any time during the Trade Show.
- 7. Exhibits and Public Policy.** Each Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this Trade Show. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management 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. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to their exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of their exhibit as may be irregular, and effect the removal of same at exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor must communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City, County and State fire regulations. Exhibitor and any independent contractors and labor used by exhibitor must conform to IAEM, ESCA, and ED&PA guidelines and must comply with established labor jurisdictions.
- 8. Storage of Packing Crates and Boxes.** Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify their crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other materials unclaimed by the exhibitor after the Trade Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Management for removal time and materials at prevailing rates.
- 9. Operation of Displays.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibitor or exhibit that, in its sole opinion, detracts from the general character of the Trade Show as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Trade Show as a whole. Use of so-called "barkers" or

"pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibitor's exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or promotions.

10. Contest, Drawings AND Lotteries. Exhibitors must notify Show Management 30 days prior to the date of the show of all promotional activities. Any activity must be conducted within exhibitor's booth space.
11. Live Animals. Animals, other than guide, signal or service animals (as defined in State and Local law) are prohibited. Sanitary needs for guide, signal, or service animals are the responsibility of the exhibitor.
12. Balloons: Balloons are prohibited within the Building. Exhibitor will be responsible for any cost incurred for the removal of any balloons that are released into the ceiling areas.
13. Models. Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.
14. Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.
15. Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registrations areas, lounges, or grounds of the Building. Trade publications may be distributed by exhibitors from their booth, but automatic distribution is prohibited.
16. Social Activities. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official Trade Show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.
17. Autograph Signings: Exhibitors must notify Show Management 30 days prior to the date of the show of any autograph signings that may occur within their exhibit booth space. Notification must include the name of the individual(s) who will be signing, date and time. Exhibitor is responsible for the transport and security of person(s) who will be providing autographs. Exhibitor shall be financial responsible for any additional stanchions or other crowd control measures necessary. Exhibitor shall be mindful that the autograph signing will not block or obstruct access other exhibitors' booth space.
18. Indemnification. Exhibitor agrees that it will indemnify and hold Show Management harmless, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury (including disability or death) or damage to person or property to the extent that any such injury or damage may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of exhibitor, or any of its agents, servants, employees, contractors, patrons, guests, or invitees or of any other person entering upon the Building premises or the booth space licensed hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result proximate or remote, of the violation by exhibitor or any agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by exhibitor, its agents, ser-

vants, employees, contractors, patrons, guests, or invitees of the Building premises or the licensed booth space licensed hereunder. Such indemnification of Show Management by exhibitor shall be in effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any legal action commenced by or against exhibitor or relating to this license or the booth space licensed hereunder, then exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

19. Care of Building and Equipment. Exhibitors or their agents, servants, employees, contractors, patrons, guests, or invitees shall not injure or deface any part of the Building, the booths, or booth contents or Trade Show equipment and décor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.
20. Americans with Disabilities Act. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by exhibitor's failure to comply with the Act.
21. Exhibitor Conduct. The purpose of this Agreement is to permit exhibitor to display and promote exhibitor's goods and services in a commercially reasonable manner. In connection with the exercise of the privileges licensed hereby and the occupancy and use of the exhibitor's booth space, neither exhibitor nor any of exhibitor's agents, servants, employees, contractors or invitees shall engage in any politicized activity, or in any advocacy other than promotion of exhibitor's goods and services, nor shall exhibitor or any of exhibitor's agents, servants, employees, contractors or invitees engage in any activity which, in the opinion of Show Management, causes offense, embarrassment, ridicule or contempt of Show Management or its directors, officers, officials, or employees, or which, in the opinion of Show Management, impacts negatively upon the good name and reputation of Show Management or its directors, officers, officials or employees. Exhibitor or its representatives who engage in any such conduct or who, in the opinion of Show Management, conduct themselves in any unethical manner, may be immediately dismissed from the exhibit area without refund or appeal.
22. No Endorsement. The granting by Show Management to exhibitor of the license contained herein does not constitute, and may not be advertised or characterized by exhibitor in any manner as, an endorsement or support, express or implied, by Show Management of the services or goods of exhibitor.
23. No Right to Use Intellectual Property. The granting by Show Management to exhibitor of the license contained herein does not permit exhibitor to use, copy, replicate or disseminate in any manner the trademarks, service marks, logos or other forms of Show Management intellectual property, without the express written consent and permission of Show Management. Show Management may terminate the Agreement and any privileges of exhibitor with respect to the Trade Show in the event of the violation of this provision or any other infractions by exhibitor of the intellectual property rights of Show Management.
24. Safe Sport Certification. In accordance with the Safe Sport Policy of USA Gymnastics, exhibitors must certify that no persons permanently ineligible for USA Gymnastics membership are or will be associated with exhibitor's on-site activities at the Trade Show. This certification is hereby affirmatively made by exhibitor by its submission of the Application.
25. Other Rules and Regulations. Any and all matters not specifically covered by the preceding rules and regulations shall be subject to the decision of Show Management. SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AND REPRESENTATIVES AGREE TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFIRMANCE WITH THE PRECEDING SENTENCE.

