

2010 NAE4-HA Exhibit Show Contract Provisions

Your signature on the Application/Contract indicates that you agree to comply with the following rules and regulations. Please keep this information for your records.

Exhibit Setup Dates and Times

Saturday, October 23, 2010, 1:00 PM – 5:00 PM

Sunday, October 24, 2010, 7:00 AM - NOON

Exhibit Dates and Times

Sunday, October 24, 2010, 1:00 PM – 5:00 PM

Monday, October 25, 2010, 10:30 AM – 5:00 PM

Exhibitor Move-Out Date & Time

Monday, October 25, 2010, 5:00 PM – 8:00 PM

1. **CONTRACT:** Upon your receipt of notification of booth assignment, this contract shall enter into effect upon the terms set forth below, and any additions and amendments as may from time to time be issued by Show Management. The Exhibitor also assumes full responsibility for complying with any local, city, state, and federal regulations regarding permitting, sales, taxes, fire, electrical wiring, safety, and/or health.

2. **SPACE ASSIGNMENTS:** During the period after July 1, 2010, space will be assigned to Exhibitors. Show Management and NAE4-HA reserve the right to assign or alter booth or exhibit locations as it deems advisable and in the best interest of the show.

3. **PAYMENTS:** Booth assignments will be made for exhibitors in good standing.

(A) Deposit and payment schedule:

- Prior to July 1, 2010, 50% of booth fees due upon application
- By July 1, 2010...full payment of booth fees due
- After July 1, 2010...full payment required with applications/contracts
- August 1, 2010...late payments will be assessed a \$50 late fee

(B) Exhibitor risks forfeiting space and late fee charges of \$50 if full payment is not received by August 1, 2010

(C) Rates:

- Commercial Exhibit \$850
- Non-Profit Exhibit \$400
- Corner Booths Additional \$100

4. **CANCELLATIONS:**

(A) Should an Exhibitor cancel from the show, the following shall apply:

- i. Exhibitors who cancel between time of application and August 25, 2010, will receive a 50% refund if that same exhibit space can be resold. This refund will be issued 4 to 6 weeks after the conference.
- ii. Exhibitors who cancel after August 25, 2010 will receive no refund.

(B) No cancellation shall be acknowledged unless received by Show Management in writing - email, fax or mail will be accepted. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.

(C) Upon notification of cancellation Show Management has the right to resell the vacated space.

(D) Any space not claimed by Noon October 24, 2010 may be reassigned or cancelled without refund. Show Management will not be liable for any incurred expense by an Exhibitor whose space is not claimed by the specified date and time.

5. **SHIPPING:** Complete shipping and service information kits will be sent to exhibitors in advance of the show.

6. **SAFETY:**

(A) Fire regulations require all display material used for decoration to be flameproof. Any/all electrical equipment, including signs and lights, shall be in good operable condition and able to pass the inspection of the local Fire Underwriters Inspection Bureau. Each Exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention and public safety while participating at this Show.

(B) The use of flammable materials necessary to the purpose of the exhibit where no other alternative can be used must first be brought to the attention of the Show Management, in writing, no less than 90 days before the Show's opening for approval.

(C) Show Management and NAE4-HA may cancel all or such part of an exhibit that may not meet safety standards without refund.

7. **USE OF EXHIBIT SPACE:**

(A) No Exhibitor shall assign, sublet or share any part of the space allotted without **written permission from Show Management**. No exhibitor is permitted to show goods other than those manufactured or handled by said organization in the regular course of business.

(B) Over-the-counter sales are defined as transfer of goods for money, check, draft, or other kind of payment. These sales will be permitted in accordance with local, city, state, and federal regulations. Information on Arizona Sales Tax will be provided upon request. www.azdor.gov

(C) Distribution by the Exhibitor of any printed matter, souvenirs or other articles must be confined to the assigned space. No undignified manner of attracting attention will be permitted.

All exhibits must fit in the space provided

and cannot exceed each 8'X10" space. This provision will be strictly enforced.

- (D) Exhibitors shall reflect their company's highest standards of professionalism while maintaining the exhibit during Show hours.
- (E) The exhibit must be maintained by at least one company representative at all times during the Show hours.
- (F) Show Management reserves the right to restrict exhibiting which, due to noise; methods of operation or any reason become **objectionable to the general character of the Show**. Show Management also reserves the right to prohibit or evict any exhibit or exhibitor/person from the exhibit hall if the situation deems necessary. Each Exhibitor is responsible for keeping the aisle(s) near his/her booth free of congestion due to demonstration or other promotions.
- (G) Exhibitors shall arrange their exhibit so it does not obstruct the general view or hide the exhibit of others.

8. SECURITY/LIABILITIES/INSURANCE:

- (A) Exhibit halls will be locked during non-show hours. During and after Show hours, only those individuals with proper identification and the permission of Show Management may enter the Exhibit area.
- (B) Notwithstanding any security furnished by or on behalf of Show Management, Show Management, NAE4-HA, the Official Service Contractors, the exhibit facility, their members, representatives and/or employees, shall not be liable or responsible for any injury, loss or damage that may occur to the Exhibitor, or to the Exhibitor's employees or property, from any cause whatsoever, prior, during or subsequent to the period covered by this application/contract.
- (C) Show Management and NAE4-HA, its agents and employees, will not be liable for failure to hold the Show as scheduled. Payments for exhibit space, less any expenses incurred in connection with the Show, shall be refunded if the Show is cancelled 90 days or less prior to the opening date due to fire, or any act of God, or public enemy, or epidemic, or any law, or regulation, or public authority, which makes it impossible or impractical to hold the Show.
- (D) Prior to delivery of exhibit to the exhibit facility, Exhibitor, at its expense, (i) shall procure and shall thereafter maintain for the term of the Show, at least the following types and amounts of insurance:
 - Workers Compensation: as required by statute
 - Commercial General Liability: \$1 million/ \$2 million
 - Commercial Business Auto: \$1 million, and(ii) shall deliver to Show Management, at least 30 days prior to Show opening, proof of such insurance, including naming NAE4-HA as additional insured.

- (E) Damage to the exhibit facility or to the property of other exhibitors, caused by Exhibitor or its agents or employees, shall be replaced or repaired by the Exhibitor. Exhibitor assumes the entire responsibility and liability for losses, damages, and claims, arising out of injury or damage to Exhibitor's displays, equipment, and other property brought upon the premises of the Convention Center and shall indemnify and hold harmless the Show Management, NAE4-HA, the Convention Center, agents, servants, and employees from any and all such losses, damages and claims.

9. CONFLICT OF INTEREST STATEMENT: Although Show Management and NAE4-HA appreciate donor and exhibitor support, federal regulations prohibit endorsements. NAE4-HA will not enter into exclusive agreements with any organization. Potential donors and exhibitors in competing areas will not be excluded if they choose to sponsor NAE4-HA events.

10. USE OF THE 4-H NAME AND EMBLEM: The use of the 4-H Name and Emblem shall be in accordance with National regulations. Exhibitors are required to have proof of USDA authorization submitted by August 1, 2010 to display or sell items using the 4-H Name and Emblem.
www.national4-hheadquarters.gov

11. ADDITIONAL EXPENSE: All expenses relating to electric, phone, shipping, extra tables, special storage needs, etc., are the Exhibitor's responsibility. The designated exhibit services provider will supply additional information and the necessary order forms.

12. ADMISSION: Show Management shall have sole control over all admissions of persons. All persons visiting the exhibit area will be admitted according to the rules and regulations of the Show as amended by NAE4-HA.

13. AMENDMENTS TO REGULATIONS: Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of Show Management. The Show Management in the interest of the Show may amend the aforementioned items covered by this contract at any time and notice thereof shall be binding on Exhibitors equally with the foregoing rules set forth in this contract.

14. PAYMENT METHOD: Payment is required upon submission of registration: Checks, Visa or MasterCard payments are accepted. Checks should be made payable to 2010 NAE4-HA Conference.

NAE4-HA is committed to the active involvement of all its members, regardless of race, color, national origin, gender, religion, age, disability, political belief, and marital or family status.