

# 2007 Exhibit Space Application & Contract

- INSTRUCTIONS:**
1. Please read the rules and regulations on the back of this contract.
  2. Complete in full, sign, and return this contract to NAFTAZ.
  3. Attach your check for full payment made payable to the NAFTAZ or provide credit card information.
  4. Exhibit Space will only be reserved upon receipt of payment for exhibit space and booth personnel Seminar & Conference registration forms and fees.

## 1. CONTACT INFORMATION

List the company name, address and phone number as you would like to have it appear in the NAFTAZ Conference Program & Buyer's Guide

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email \_\_\_\_\_

## 2. BOOTH PERSONNEL

Please note that EACH booth representative must be a paid registrant of the Seminar & Conference. List the names of the representatives who will be operating the booth. Please submit a registration form in addition to submitting this contract.

A. (Main Exhibit Booth Contact to be listed in the Pocket Program Buyers Guide)

\_\_\_\_\_

B.

\_\_\_\_\_

## 3. BOOTH ASSIGNMENT PROCEDURE

Booth space is assigned on a first come, first serve basis upon receipt of payment for exhibit space and booth personnel registration fees, NAFTAZ will contact the main contact to select a booth number when the exhibit floor plan has been finalized with the hotel and drayage company.

## 4. PAYMENT

Exhibit Registration Fee \$850.00

Total \_\_\_\_\_

**PAYMENT METHOD:**    CHECK    VISA    MC    AMEX

CREDIT CARD # \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

CARDHOLDER'S NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

## ACCEPTANCE OF TERMS

I understand and agree to abide by all the Rules and Regulations (see page 2 of this contract) set forth in this exhibitor contract. Please retain a copy of this form for your files. Upon confirmation of space, a copy of this signed contract will be returned to you.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

## NAFTZ USE ONLY

DATE RECEIVED	BOOTH ASSIGNMENT	PAYMENT RECEIVED/STAFF SIGNATURE

# EXHIBITOR RULES & REGULATIONS

## PAYMENT OF EXHIBIT SPACE

Applications will not be processed without the required payment.

## CANCELLATION OF DISPLAY SPACE

A cancellation charge equal to one-third of the fee for the space will be assessed by the National Association of Foreign-Trade Zones (NAFTZ) for space cancelled from ninety (90) to sixty (60) days prior to the opening date; two thirds of the cost of the space if cancelled from sixty (60) to thirty (30) days prior to the opening date; and the full fee for the space if cancelled within thirty (30) days prior to the opening of the exposition. These forfeitures will be effective even though the exhibitor space no longer required by the withdrawing company may subsequently be rented by NAFTZ to another company.

In the case the Exposition premises shall be destroyed or damaged, or if the Exposition fails to take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, Act of God, emergency declared by any governmental agency or by the NAFTZ, or for any other reason, this contract may be terminated by the NAFTZ. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of NAFTZ shall be to return to each exhibitor the booth payment less the pro-rated share of all costs and expenses committed and incurred by the NAFTZ.

## ASSIGNMENT OF EXHIBIT SPACE

Space will be assigned in accordance with the policy announced at the time display space is offered for reservation. The NAFTZ reserves the right to relocate display areas for the benefit of the exhibitor, or for the betterment of the Exposition. No contract shall be in force until signed by NAFTZ representative.

## TERMINATION OF CONTRACT

NAFTZ reserves the right to terminate this contract immediately if an exhibitor does not follow the *Rules and Regulations*. NAFTZ also reserves the right to withhold from the exhibitor possession of his exhibit space if the exhibitor fails to perform any material term of the contract or refuses to abide by the *Rules and Regulations*.

In the event of a default by the exhibitor, as set forth in the previous paragraph, the exhibitor shall forfeit as liquidated damages the amount paid by it for the space rental, regardless of whether or not the NAFTZ enters into a future lease of the space involved.

## SHARING EXHIBIT SPACE

No exhibitor shall assign, sublet, or share space allotted with another business or firm unless approval has been obtained in writing from the NAFTZ. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display, with the exception of parent or subsidiary companies.

## BOOTH CONSTRUCTION GUIDELINES

All booths shall be 8' x 10'

## EXHIBITORS AUTHORIZED REPRESENTATIVES

Each exhibitor shall provide NAFTZ, in advance, the name and title of the person who will be in attendance at the Exposition and responsible for the installation, operation, and removal of the exhibit. Said representative shall be authorized to enter into such service contracts as may be necessary, the cost of which shall be the exhibitor's sole responsibility.

## EXHIBITOR FLOOR BEHAVIOR

No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisles. Booth personnel are required to confine their activities within the booth space. This includes physical incursions, as well as sound or light, apart from the specific display space for which an exhibiting company has contracted with NAFTZ.

NO PART OF THE EXHIBIT HALL AND THE SURROUNDING GROUNDS, HOTEL PUBLIC SPACE OR HOSPITALITY SUITES MAY BE USED BY ANY ORGANIZATION OTHER THAN NAFTZ FOR DISPLAY PURPOSE OF ANY KIND OR NATURE. If audio-visuals or loud speakers are used, the exhibitor agrees to comply with union requirements for the operation of the equipment. Sound presentations will be permitted if tuned to conversational levels and not objectionable to neighboring exhibitors. Show Management reserves the right to restrict the use of glaring lights or objectionable light effects.

No firm or organization is permitted to engage in direct sales or order-taking activities within the exhibit area.

## FIRE REGULATIONS

To ensure the safety of all participants, exhibitors shall observe all state and local fire regulations. The cost for repairing any damages to the Hotel caused by the exhibitor will be billed to the responsible exhibitor. Nothing can be posted, tacked, nailed, screwed or otherwise attached to the columns, walls, floors, ceiling or furniture.

## EXHIBIT SET-UP

Display set-up will begin at 12:00 p.m. on Monday, October 1, 2007. All displays must be fully set-up and ready by 4:30 p.m. on Monday. After that time, any unattended booth with crated displays will be set up at the discretion of NAFTZ and all expenses will be charged to the exhibitor. The Exposition will open promptly at 5:00 p.m. on Monday, October 1, 2007.

## EXHIBIT TEARDOWN

The dismantling of displays begins at 2:00 p.m. on Wednesday, October 3, 2007. All exhibitor displays or materials left in booths without instructions will be packed and shipped at the discretion of NAFTZ and all charges will be assessed to the exhibitor.

## DECORATING & SHIPPING

The NAFTZ will provide each exhibitor with a detailed service kit from our Exposition Service Provider. This kit will include shipping information as well as additional services available.

## DAMAGES

NAFTZ, its members, the representatives and employees thereof, its exposition management company, its official service contractors, the hotel, their representatives, and employees will not be responsible for any injury, loss, or damage that may occur to the exhibitor's employees or property from any cause whatsoever, unless such injury, loss or damage is caused by the active negligence or willful act of one of the aforementioned parties.

Exhibitor agrees fully to indemnify, defend, save and hold harmless NAFTZ, its exposition management company, its official service contractors, the hotel and their respective officers, directors, agents and employees from and against all claims, actions and judgments (and all attorney's fees) based on or arising out of death or injury to person or persons or damages to property, including the exhibitor's property or goods, caused by, or arising out of the negligent use, occupancy or activities of exhibitor at or on the exhibit space or within the Exposition Hall; provided, however, that exhibitor shall not be liable for any injuries, death, damage or loss to the extent that such injury, death, damage or loss is caused by the sole fault or sole negligence of NAFTZ, its exposition management company, its official service contractors, the hotel, or their respective employees.

Exhibitors shall carry public liability insurance with financially responsible underwriters, insuring exhibitor against liability for bodily injuries (including wrongful death) and damage to property caused by exhibitor's negligent use, occupancy or activities by exhibitor at or on the exhibit space or within the Exposition Hall the policy limits thereof to be a single limit of \$1,000,000.00 for any one occurrence, bodily injury and property damage liabilities. Exhibitor shall name National Association of Foreign-Trade Zones, as an additional insured on such policies of insurance to the extent exhibitor is required to indemnify NAFTZ and shall furnish NAFTZ with certificates of such insurance coverage.

## AMENDMENTS

Any matters not specifically covered herein are subject to decision by NAFTZ. NAFTZ reserves the right to make such changes, amendments and additions to these rules as considered advisable for the proper conduct of the Exposition, with the provision that all exhibitors will be advised of such changes.

## BOOTH PERSONNEL

All booth personnel must be paid registrants of the Seminar & Conference.