

EXPO DATES:

March 19-20, 2012

LOCATION:

New York Marriott Marquis, NY

Exhibitor Space Application & Contract

Please complete and return immediately to reserve your exhibit space. Please list your company name exactly as you wish it to appear in promotional material.

Company Name _____

Exhibit Contact _____ Title _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

e-mail _____ web address _____

Please describe your products and/or services: (please limit to 50 words)

Preference for Booth Location

1st Choice _____	2nd Choice _____
Size _____	Size _____
Cost _____	Cost _____
Early* _____	Early* _____
Reg _____	Reg _____

61% of 2011 attendees surveyed found a prospective new vendor at the expo!

* List those companies you do not wish to be adjacent to or across from:

Show Management will do its best to assign booths accordingly but will not make any guarantees.

Payment Information Check Enclosed
 (payable to: **NAPCO**)

Charge my credit card
 VISA MasterCard AMEX

Total amount for booth(s) selected \$ _____

Card #: _____

50% deposit** \$ _____

Exp. Date: _____

Balance due by Nov. 4, 2011 \$ _____

Signature _____

DEPOSIT IS REQUIRED TO HOLD SPACE. PLEASE MAKE ALL CHECKS PAYABLE TO: **NORTH AMERICAN PUBLISHING CO.**
 Booth spaces are allocated for this event on a first-come, first-served basis. It is understood that although every effort will be made by Exhibit Management to provide requested locations, such assignments are subject to prior and/or competitive conflicts and that final allocations of booth space will be determined by Exhibit Management. We agree to abide by the above and the Exhibitor Rules and Regulations listed on the reverse of this Exhibit Space Application and Contract.

Signature _____ Date _____

Keep a copy of this form on file for your records.

Please return this form with deposit to:

Michael Cooper, Exhibitor Relations Manager
 1500 Spring Garden Street, 12th Floor • Philadelphia, PA 19130
 Phone: (215) 238-5434; Fax: (215) 409-0100

Show Management Use Only

Booth# _____ Size _____ Cost _____

Deposit _____ Date _____

Balance _____ Date _____

EXPO DATES: MARCH 19-20, 2012 • EXHIBITOR RULES AND REGULATIONS

1. This document, when signed by Exhibitor, constitutes a legal binding agreement. Exhibitor agrees that upon acceptance of this Exhibitor Space Application & Contract, with or without payment, this Application & Contract shall become a legally binding contract enforceable against Exhibitor in accordance with its terms. By signing this document, the said individual represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. It is understood that the booth listed on the Application & Contract will be assigned to the company name written on the contract. By signing this agreement, Exhibitor agrees that they have received, read and agree to the Exhibitor Rules and regulations set forth on the Application Contract.

2. *Assignment of Space.* Booths will be assigned as applications are received. Subject to availability of space, special needs and compatibility of exhibitors, every effort will be made to respect exhibitors' space preferences whenever possible, but exhibit management assignments shall be final. Exhibit management reserves the right to make changes after assignments when such action is deemed to be in the best interest of the overall exhibit.

3. *Payment.* A 50% non-refundable deposit is due with exhibit space application. The balance is due November 4, 2011. Applications made after November 4, 2011, require the full amount to be paid at the time of application.

4. *Cancellations.* Cancellations must be sent in writing with a return receipt requested. Any Exhibitor cancelling in writing prior to November 4, 2011, shall pay the 50% non-refundable fee. Cancellations after November 4, 2011, are subject to 100% of the full contract price.

5. *Exhibit Content.* Exhibit Management reserves the right to determine the eligibility of any company or product for inclusion in the exposition.

6. *Exhibit Services* include: Booth Carpeting, Pipe & Drape backdrop 8' high and side dividers 36" high, One Table, Two Chairs, One Trash Can, Standard Sign (6" x 36") with Company Name, Guard Service, Area Lighting and Ventilation. Storage is not available at the facility. Shipping and storage must be arranged through, the official drayage firm for the show.

7. *Contractor Services.* Exhibit management has selected certain firms to serve as official contractors to provide services to exhibitors. Complete information, instructions and schedule of prices regarding drayage, labor for erecting and dismantling, electrical work, furniture and similar services will be sent to exhibitors on a timely basis after space has been confirmed.

8. *Booth Construction.* Exhibits shall be arranged so as not to obstruct the general view, nor obstruct the exhibits of others. Plans for specially built displays not in accordance with regulations are to be submitted to exhibit management before construction is ordered. Walls, including signs, may not exceed an overall height of 8'. The maximum booth height of 8' may not extend over one-half the depth of the booth from the back wall. Height limitation of the balance of the display is 42", except for products and equipment on display which exceed this height. These specs may not be exceeded without the written consent of exhibit management.

9. *Installation and Dismantling of Exhibits.* All displays must be completely arranged for viewing by the date and hour specified by show management. Dismantling will not be permitted prior to closing of the exposition. Exhibitors do not have the right prior to closing of the exhibit to pack or remove articles on exhibit. Exhibitor is expected to comply with booth construction regulations outlined in the exhibitor manual. Exhibitors looking to install their own booth/display must comply with all state and federal laws and/or regulations and must comply with any/all rules or regulations related to booth installation/dismantling. It is also the Exhibitor's responsibility to supply these regulations to its Exhibitor Appointed contractor (EAC). Please see the exhibitor service manual for EAC notification and insurance requirements.

10. *Use of Exhibit Space.* Exhibitors agree not to assign or sublet any space allotted to them without written consent of exhibit management or to display or advertise goods other than those manufactured or carried by them. No person or organization not having contracted with exhibit management for the occupancy of space in the exhibit will be permitted to display or demonstrate its products or services, distribute advertising materials in or around the exhibit area, or in any other way occupy or use the facilities for a purpose inconsistent with these regulations and the regulations of the facility. In the event the exhibitor fails to install its display in its exhibit space or fails to pay the rental fee at the time specified, exhibit management has the right to take possession of the space and lease it or any part of it to other parties.

11. *Exhibitor Representative.* Each exhibitor must name at least one person to be its representative in connection with the installation, operation and removal of the exhibit. Such representative will be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible.

12. *Restrictions.* a) Exhibit management reserves the right to restrict exhibits which are objectionable because of noise, lights, methods of operation, or any other reason, and also to prohibit or evict any exhibit which in the opinion of exhibit management, may detract from the character of the exhibit. This reservation includes persons, things, conduct, printed matter or anything exhibit management judges to be objectionable. In the event of such restriction or eviction, exhibit management is not liable for any refund of any amount paid thereunder. No display material exposing an unfinished surface to neighboring booths will be permitted. Demonstrations must be located so that crowds collected will be within the exhibitor's space and not blocking aisles or neighboring exhibits. b) No exhibiting firm, organization or trade publication, regardless of its product or service, is permitted to engage in direct selling in the exhibit hall area. c) No firm, organization,

or trade publication, regardless of its product or service not assigned space in the exposition will be permitted to engage in direct selling in the exhibit hall area. d) The servicing of food or the running of contests of any kind must first be approved in writing by exhibit management. No one under the age of 18 will be permitted in the exhibit hall at any time.

13. *Taxes and Fees.* Exhibitor is solely responsible for the collection and/or payment of all city, state and federal taxes which may be required by law such as, but not limited to, city and state sales tax. Exhibitor is also solely responsible for the procurement and/or payment of all licenses, copyright or royalty fees, etc. to cover any activities taking place within the exhibitor's booth or resulting from the exhibitor's participation in the show.

14. *Exhibitor Activities.* Exhibitor agrees not to schedule or conduct any outside activities including, but not limited to, receptions, seminars, symposiums and hospitality suites, that are in conflict with the official program of the show, whether such activities are held at or away from the facility, except with written approval of exhibit management. Exhibitor will submit to exhibit management 30 days prior to the exposition date any program the exhibitor intends to hold at or in conjunction with the exhibit for written approval as to time and place.

15. *Responsibility.* If the exhibitor fails to comply in any respect with the terms of this agreement, exhibit management shall have the right, without notice to the exhibitor, to use said space in any other manner, but this shall not be construed as affecting the responsibility of the exhibitor to pay the full amount specified in the contract.

16. *Compliance.* The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety, health, together with the rules and/or regulations of the owners of the property wherein the exhibit is held. Federal, state and city laws will be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriters' rules.

17. *Liability.* Exhibitor and authorized EAC agree to carry adequate personal and property damage liability and workers' compensation insurance with limits of Liability of at least One Million Dollars (\$1,000,000) in any one occurrence. Comprehensive Automobile liability insurance insuring any vehicles that will be used in and out of the "Facilities" should also carry limits of Liability of at least One Million Dollars (\$1,000,000) in any one occurrence. Exhibitor and authorized EAC are required to indemnify and hold harmless North American Publishing Company, the New York Marriott Marquis, their respective owners, subsidiaries and affiliates, and respective partners, directors, officers, employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorney's fees arising out or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the sole negligence of the indemnitees. In addition, exhibitor acknowledges that neither North American Publishing Company, the New York Marriott Marquis, their owners, nor any other indemnitees maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor. Exhibitors are advised to carry special insurance to cover exhibit material against delay, damage and loss, and public liability insurance against injury to person and property of others. If the exhibitor's material fails to arrive, the exhibitor is nevertheless responsible for all amounts due thereunder. Exhibit management shall not be responsible for errors or omissions in the Official Show Program.

18. *Cancellations or Termination of Expositions.* In the event that the premises where the exposition is to be held shall, in the sole determination of exhibit management, become unfit or unavailable for occupancy, or shall be substantially interfered with, by reason of picketing, strike, embargo, injunction, act of war, weather emergency, act of God, fire or state of emergency declared by any government agency or by reason of any municipal, state, or federal law or regulation or by reason of any other occurrence beyond the control of exhibit management, exhibit management may cancel or terminate the exposition. In the event of such cancellation or termination, the exhibitor waives any and all claims the exhibitor might have against exhibit management for damages or expenses and agrees to accept, in complete settlement and discharge of all claims against exhibit management, the exhibitor's pro-rated share of the total amount paid by all exhibitors less all costs and expenses incurred by exhibit management in connection with the exposition, including a reserve for future claims and expenses in connection therewith. In case exhibit management shall, for any reason, determine to cancel or terminate the exposition, the exhibitor waives all claims the exhibitor might have against exhibit management for damages or expenses and agrees to accept in complete satisfaction and discharge of all claims against exhibit management a refund of all amounts paid by the exhibitor to exhibit management in accordance with this agreement.

19. *Management.* Exhibit management reserves the right to interpret, amend and enforce these regulations as it deems proper to assure the success of the exposition.

20. *ADA.* Exhibitors must be in full compliance with the Americans with Disabilities Act.

21. *Security.* North American Publishing Company (NAPCO) is not responsible for any theft of property unless it is a direct and sole result of the actions of NAPCO and/or its employees. NAPCO, its employees, and/or contractors assume no liability or loss or injury due to theft, fire accident or other destructive causes. Exhibitor is encouraged to secure its exhibits and products and should insure its property (from the time it leaves the warehouse until it returns) at Exhibitor's expense.