

APPLICATION AND CONTRACT FOR EXHIBIT SPACE

Disaster Response & Recovery Exposition

June 1-3, 2010
Aria Resort and Casino
Las Vegas, Nevada



Contact Information

Company Name.....

Contact..... Title.....

Tel..... Fax.....

Email..... Web Site

Address.....

City..... State..... Zip..... Country.....

Exhibit Space Rates

\$21.00 per sq. ft.

Bulk Space Rates available for booths 600 sq. ft. or greater – Please call for availability
(Exhibitors with shelters and/or enclosed structures, please review rule #12)

Booth Size: _____ (min. 10' x 10') Total Cost: \$ _____

Booth Preferences: 1st Choice _____ 2nd Choice _____ 3rd Choice _____

Payment Information		Cancellation Penalties	
Initials	Deposit and Payment Schedule	Cancellation Penalties	Initials
	Due with application.....50%	Through June 8, 2009.....0%	
	Balance due January 11, 2010.....100%	June 9, 2009 – January 11, 2010.....50%	
	After January 11, 2010.....100%		
Exhibit space will not be held or confirmed without deposit. Failure to make payments does not release the contracted or financial obligation of Exhibitor.			

Make checks payable to:
CHEP

Mail payments to: CHEP Exposition Mgmt., c/o J. Spargo & Associates, Inc.
11208 Waples Mill Road, Suite 112 ♦ Fairfax, VA 22030
Tel: 800-564-4220 ♦ Fax: 703-654-6931 ♦ Email: drre@jspargo.com

Credit Card Payment

Visa MasterCard American Express

Card Number: _____ Amount: \$ _____

Exp. Date: _____ Name on Card: _____

Signature: _____

This exhibit space application will become a contract upon acceptance with authorized signature and is based upon the exhibit floor plan, exhibit space fees, rules governing the exposition and general information that is included with this document.

Exhibitor Signature..... Date.....

Printed Name..... Telephone.....

Show Management Use

Authorized CHEP Signature..... Date.....

Account Number..... Assigned Booth Number..... Size.....

2010 PURPOSE AND RULES

1) **PAYMENT:** An initial deposit for 50% is due with application through January 11, 2010. After January 11, 2010, 100% is due with applications. Deposits are based on total space requested. No space assignment is binding to CHEP unless deposit has been made, payment schedule maintained and application signed. Show Management reserves the right to refuse booth space requested by exhibiting firms not meeting 100% payment deadline of January 11, 2010.

2) **CANCELLATION BY EXHIBITOR:** A penalty for cancellation of all or any part of exhibit space which has been assigned and accepted by an Exhibitor shall be assessed as follows: 50% of total booth cost June 9, 2009 through January 11, 2010 and 100% of total booth cost after January 11, 2010. Any reduction of space will be considered a cancellation of space and the penalty will be considered a cancellation of space and the penalty schedule will apply. Refunds due an exhibitor will be made after the completion of the Conference and Exposition.

3) **CANCELLATION OR CHANGE OF EXPOSITION:** In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of CHEP or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of CHEP. CHEP shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of CHEP. Causes for such action beyond the control of CHEP shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Aria Hotel and Casino, municipal, state or federal laws, or act of God. Should CHEP terminate this agreement pursuant to the provision of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to Exhibitors at the sole discretion of CHEP and in any case, will not exceed the amount of each Exhibitor's paid exhibit space fee less any pro rate adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by CHEP through the date of Exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

4) **SPACE:** Space assigned to an Exhibitor may be transferred by Show Management to balance the Exposition against congestion; to avoid confusion in firm names to solve competitive conditions, or similar reasons. No such transfer will be made without notice to an Exhibitor in writing; and a moved Exhibitor may withdraw from the Exposition with space payment refund if move is not acceptable, if such cancellation is made in writing to Show Management within 7 days of the date of the notice of transfer. An exhibitor may not share or sublet space to another party. One Exhibitor may not exhibit the names "end products" of another Exhibitor without permission of the Exhibitor in writing and the Show Management has the right to examine this permission.

5) **USE OF SPACE:** Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

6) **NON-COMPETE CLAUSE:** Exhibitors may not display their products/services in any other area (inside or outside) other than those specifically assigned by Show Management. Violations will be referred to the Executive Committee for resolution. Additionally, exhibitors may not host any functions, events, etc. on or off property during official exhibit hours.

7) **REGISTRATION:** Visitors to the Exposition and exhibitor personnel must register according to the rules of the Exposition. This is a "closed show". It is for industry and government personnel in the field of emergency medicine. Visitors under the age of 18 years will not be admitted unless accompanied by an adult and with Show Management approval.

8) **PRIZES, GIVE-AWAYS, LITERATURE, SPECIAL PROMOTIONS:** CHEP reserves the right to limit or prohibit prize drawings or contests, distribution or novelties and any "extreme" promotional activities. In all such cases written permission must be obtained from the CHEP Exhibits Manager. An Exhibitor may distribute only catalogs, specifications sheets or other forms or literature which pertain to the exhibitors own products or services.

9) **SOUND:** Use of head sets is recommended. If open speakers are used, amplification must not exceed 8 db above existing noise levels as measured in neighboring booths. Violation will result in immediate prohibition of any use of sound equipment.

10) **VISUALS:** TV monitors, small-sized motion pictures of slide screens may be used if not positioned to result in crowding aisles. Flashing or glaring light exhibits are not permitted, because they are harmful to the eyes of attendants of neighboring booths. Some animated displays are allowed.

11) **PHOTOGRAPHING AND VIDEO TAPING:** Exhibitor must have prior Show Management approval for any such activity other than of your own exhibit. During exhibit hours such activities must not disrupt visitor traffic.

12) **FIRE LAWS:** Federal, State and City Fire Laws must be strictly observed. Exhibitor, upon request, must be able to provide a Certificate of Flame Proofing (NFPA Code 701) for all company assets (including, but not limited to carpet, drapes, tents, shelters, etc.) displayed in association with this event. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. Hydrogen gas or other compressed gas is not permitted. Balloons are not permitted. Exhibitor is responsible for any modifications deemed necessary by local authorities.

13) **EXHIBIT HOURS:** In their own best interest, and for security reasons, exhibitors are required to keep an attendant at their booths during all open hours. They may not dismantle before the show closes, nor remove any part of their exhibit or equipment once it has been set up. Exhibit hours will be published in the "Exhibitor Service Manual."

14) **HEIGHT & NON-BLOCKING REGULATIONS:** All exhibit display construction design must conform to the regulations set forth in the CHEP "Display Rules & Regulations", a copy is supplied to each Exhibitor by Show Management. Additional copies will be furnished on request for use by the Exhibitor's display builder and set-up crew. Show Management will classify each Exhibitor's assigned booth (display space) as one of the following types: Standard, Peninsular, Island or Perimeter Wall. Classification will be based on configuration and location of the particular booth. CHEP "Display Rules & Regulations" provides details as to what is allowed and what is not allowed for each of the above types of displays. Our object is to permit the maximum use of the space without detriment to neighboring exhibitors of the Exposition as a whole. Applicable regulations for each exhibit will be enforced.

15) **INSURANCE:** Exhibitors shall, at their cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000, including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Exhibitors may at any time be required to furnish to CHEP a Certificate of Insurance evidencing the above-stated coverage. All property of the exhibitor is understood to remain under their custody and control in transit to, within and in transit.

16) **SECURITY:** CHEP will provide guard service for the Exposition, including set-up and move-out on a 24-hour basis. Reasonable care will be exercised to provide safekeeping for exhibitor's equipment and merchandise. The convention facility, CHEP, JS&A its officers, members and staff, separately or collectively, accept no responsibility for any damage or for the loss or destruction of an exhibit, or for the property of an exhibitor, his/her agents or employees, either from fire, theft, accidents or other causes, or injury to any persons resulting from such causes.

17) **LOSSES:** CHEP will cooperate fully, but cannot take responsibility for damage to property, or lost shipments, either coming in or going out, nor for moving costs. Damage to property is exhibitor's own responsibility. If exhibit fails to arrive, exhibitor is, nevertheless, responsible for booth rental. Exhibitors should insure against these risks.

18) **ELECTRICAL SAFETY:** All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

19) **EMERGENCIES, STRIKES, EMBARGOES, LABOR COST:** CHEP and Show Management will not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions caused by circumstances beyond its control. In the event that the premises in which the CHEP Exposition is conducted shall become, in the sole discretion of Show Management, unfit for occupancy, or substantially interfered with reason of any cause or causes not reasonably within the control of Show Management, this agreement may be terminated by Show Management. Should Show Management terminate this agreement pursuant to the provisions of this paragraph, the Exhibitor waives any and all claims for damages and agrees that Show Management may, after computing the total amount refundable to all exhibitors (the amount by which the total amount of costs and expenses in connection with its preparation for and conducting of the CHEP show, including a reasonable reserve for claims and other contingencies), refund to the Exhibitor, as and for complete settlement and discharge of all said Exhibitor's claims and demands, an amount which bears the same relationship to the fee paid by said Exhibitor as the total refundable amount. Our cost is based on prevailing union wages and working conditions and are subject to change with these factors. It is understood that any changes in wages or conditions which would increase the cost of this work, shall become an additional charge to the exhibitors, not to exceed 10% of space cost, to be paid by them upon receipt of bill.

20) **BULLETINS AND GENERAL:** The CHEP Show Manager will send each exhibitor an "Exhibitor's Service Manual" and supplemental bulletins as needed. These will include order forms for services that may be needed and information on shipping, set-up, move-in and move-out procedures, notification of any special developments, etc. For workload reasons, management must refuse promotional mailings directed to all Exhibitors.

CHEP does undertake to exercise due care to help and generally protect Exhibitors, keep them informed and attract a good audience to the exhibits.

21) **CHANGES:** CHEP reserves the right to make any reasonable changes in the rules necessary to insure the health and safety of those in attendance, the significance of the expositions, and harmony of operation. Exhibitors will be advised of any such changes by bulletin.

22) **LIABILITY:** The exhibitor agrees to indemnify and hold CHEP, Show Management, its officers, directors, members, employees and the convention facility, and all individuals or organizations performing services for them in connection with the Convention and Exposition, harmless for all claims, losses, damages, injuries, liabilities, judgements or settlements, including reasonable attorney's fees, costs and other expenses, any or all of them incurred on account of actions negligent or otherwise of the exhibitor or its employees or agents. The exhibitor agrees to indemnify and reimburse CHEP Show Management for the costs of all services and expenses incurred in connection with any collection effort should it be necessary for CHEP Show Management to engage legal counsel or a collection agency to collect monies due to CHEP Show Management as a result of exhibitor's failure to pay any funds due.