

# 2010 PMANC Exhibitor Contract



This contract is submitted by the undersigned, an authorized agent of exhibiting company or organization:

Date \_\_\_\_\_ Name \_\_\_\_\_ Exhibiting Company \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

Signature: \_\_\_\_\_

Please assign us near (List all your lines showing for Program): \_\_\_\_\_

Please do not assign us near: \_\_\_\_\_

PMANC will make every effort to accommodate your requests, but we must have this information when you register.

The company listed above is hereinafter referred to as "Exhibitor," for the PMANC Annual Showcase at the Santa Clara Convention Center on May 5-6, 2010. This offer is subject to written acceptance by Exhibitor and the Promotional Marketing Association of Northern California, hereinafter referred to as "PMANC." Both parties are contractually bound to the terms of this entire document, including the regulations set forth.

Enclosed is the required advance deposit of \$ \_\_\_\_\_ (\$500 required to hold booth space). We understand that the booth space deposit is NONREFUNDABLE in the event that we cancel this reservation, as permitted herein.

We understand that the balance due must be received by PMANC no later than March 1, 2010 and if not so received, PMANC shall be free to cancel this reservation and release the space to another exhibitor.

We further understand that we may cancel this reservation and receive a refund (excluding the advance deposit sum), provided that our written notice of such cancellation is received by PMANC before February 17, 2010.

This agreement does not include hotel accommodations.

Service Information: The official exhibit decorator is GES Exposition Services, 800/475-2098 (www.ges.com/contact). All services required by exhibitors will be available. Information regarding furnishings, utilities, shipping instructions and freight handling will be forwarded from GES Exposition Services to contracted exhibitors at least six weeks prior to the showcase. It is agreed that exhibitors, using the services of GES Exposition Services, will sign an authorization to Provide Material Handling Services with GES Exposition Services and abide by the Limits of Liability and Responsibility presented by GES Exposition Services. Advanced freight should be shipped to GES Exposition Services at 7050 Lindell Road, Las Vegas, NV 89118, after contacting GES Exposition Services for authorization.

Regulations: Upon acceptance, the regulations printed here become terms and conditions of the contract. Please read these regulations with care; if you have any questions about them, contact PMANC.

- 1. Space Variations:** The floor and space descriptions are as accurate as possible, but changes and modifications are sometimes necessary; when space change or modification occurs, exhibitors will receive equitable adjustments as determined by management.
- 2. Cancellation:** In the event the Showcase is cancelled for reasons beyond control of management, money advanced by exhibitor will be refunded in full. In such cases, management shall be free from any claim for damages which exhibitor alleges to have suffered as the result of such cancellation.
- 3. Installation and Dismantling:** Set up times and tear down times will be provided by show management at least 60 days prior to the show. Exhibitors must staff exhibit for the entire show period. Goods and materials used in any exhibit (except bona fide samples) shall not be removed from the exhibit area until the exposition has officially been closed. Any exception to this rule must have the approval of the Show Manager.
- 4. Storage of Packing Boxes and Cases:** Exhibitors will not be permitted to store empty packing boxes or cases in designated area during the exhibit period. When properly marked for identification and upon Fire Marshal approval, these items may be stored at owner's risk and expense elsewhere in the building. If allotted building storage space is not Fire Marshal approved, exhibitors must contact GES for alternate instructions.
- 5. Liability and Insurance:** Neither the Promotional Marketing Association of Northern California nor the service contractor nor the management of Santa Clara Convention Center, nor any officers and/or staff members of the above will be responsible for loss or damage to property of exhibitors from

thefts, strikes, damage by fire, water, storm, vandalism or other causes, but they will take all reasonable precautions to protect the exhibitors from such loss or damage. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damages to displays, equipment, and other property brought upon the Santa Clara Convention Center premises, and shall indemnify, defend, and hold harmless the PMANC, the service contractors and any officers and/or staff members of the above, Santa Clara Convention Center, its owners, affiliated companies, agents, servants and employees from any and all such losses, damages and claims. None of the above shall provide insurance coverage for loss or damage from such causes, and it is thus expected that exhibitors will provide their own floater insurance coverage as needed.

**6. Fire Protection:** All decorations must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates that any exhibitor has neglected to comply with these regulations, or otherwise creates a fire hazard, the right is reserved to demand removal of all or such part of his/her exhibit as may be nonconforming or hazardous.

The exhibitor is charged with knowledge of all local laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this show. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

Ceilings over exhibits are not permitted if the exhibit is below a building sprinkler device. Any exhibits which propose to incorporate a ceiling or cover must be submitted to management, for prior approval by fire prevention authorities.

**7. Use of Space:** All demonstrations or other promotional activities must be confined to the limits of the exhibit space. No exhibitor shall assign, sublet, or share the space allotted.

The space furnished by the Association will consist of an area approximately 10' depth by 10' width. Backgrounds 8-feet high may extend out from the back line one-third the depth of the space and from that point to the aisle to a maximum height of 44 inches. Exhibitors building to these specifications must finish the back portion of their exhibit so it will not be objectionable to adjacent exhibitors. Management reserves the right to have such finishing done, billing the exhibitor for charges incurred.

No built-up exhibits or other construction shall exceed 8 feet in background height including company name or other advertising, except for products, machines, etc., manufactured or distributed as part of exhibiting firm's regular course of business.

Distribution of circulars or promotional material may be made only within the space assigned to the exhibitor presenting such material. Solicitation of business must be confined to the exhibitor's own designated space.

The exhibitor is charged with the knowledge of national, state, and local legal restrictions on any merchandising, advertising, or promotional scheme which involves attracting visitors to an exhibitor's location by any inducement which may be construed as an illegal lottery. Management is not responsible for any promotional activities by an exhibitor, but does require that drawings and announcements for special prizes be conducted within the exhibit hall, and that ticket-holders must be present at time of drawing as a condition of winning.

Exhibits which involve any noise-producing equipment sufficiently loud that it may reasonably disturb adjacent exhibitors must give advance notice to management when contract is initially submitted, regarding this possibility; in such cases, management will endeavor to provide special arrangements and/or locations to accommodate the problem, but management shall not be bound to any contract in which the said noise problem cannot be so controlled or abated. Booth package includes show carpet, 1 six foot table, 2 side chairs and 1 wastebasket.

**8. Indemnification:** Exhibitor shall be liable to owners of the conference facilities for all damage caused by exhibitor, and shall hold harmless and indemnify management for any damage charged to management by owners.

**9. Aesthetics:** Management reserves the right to prohibit and/or evict exhibitors whose presentation is in any manner deemed by management as offensive to conference attendees, by reason of bad taste, questionable morals or controversial content. In event of such prohibition or eviction, management shall not be liable to exhibitor for refunds of exhibit fees.

**10. Food Sampling:** While it is realized that some exhibitors find food sampling to be an effective means of creating interest in their products, the proposed distribution of food samples must not be carried to extremes so as to result in unsightly and annoying conditions to other exhibitors. Those exhibitors who distribute samples must adhere to facility food sampling guidelines and confine their distribution within the limits of their designated space. Ample facilities must be provided by each exhibitor within the confines of his/her own designated area for the collection of refuse. Waste containers must not be placed in aisles.

**11. Video Projection:** Projection machines are limited to sales demonstrations only and shall not be used for showings designed primarily to amuse visitors. All projection must be in accordance with the requirements of local fire prevention authorities, and in harmony with any agreements entered into between management, owners of the convention facilities, and labor unions. All plans for installation and operation of projection equipment must be approved by management before the conference and identified when contract is initially submitted.

**12. Union Jurisdiction:** Many services provided to exhibitors and contracted for by exhibitors are under local union jurisdiction. Official contractors assigned by management are normally subject to union regulations. Exhibitors must comply with applicable union requirements. When contracting for labor help, exhibitors must employ only from official contractors recognized and assigned by management. Further, no such charges may be paid without obtaining written invoices. The handling, placing, or setting out of merchandise that is to be displayed does not require union labor and may be done by the exhibitor.

**13. Unusual Displays:** Whenever an exhibitor plans to utilize or construct displays that will be unusual, oversized, or designed in a manner which will require special hookup, installation, or other advance technical assistance, such proposed plans must be submitted to Santa Clara Convention Center at the earliest practicable time after this contract is executed, in no case less than ninety days before the trade show. Both management and owners of exhibit hall may deny such proposals; in any event, approval thereof may be obtained only by such advance submission, which shall be promptly considered and decided by management and where necessary, owners.

**14. Definitions:** As used herein, the following definitions apply: (1) "exhibitor" means that person, company, organization, or other entity that contracts to use one or more exhibit areas, upon the front side of this document; (2) "management" means PMANC; (3) "owner" means that person, company, municipality, or other entity or any combination thereof, that bears the ultimate legal responsibility by virtue of leasehold or otherwise, for operation of the conference hall, whether or not the same is legal owner thereof; (4) GES Exposition Services is the Official Decorator of the show and therefore the coordinator of special or unusual types of exhibits.

**15. Sales:** Exhibitors may not sell directly from their area. Any exchange of funds between exhibitor and distributor that would be subject to California Sales Tax is not allowed on the show floor.

**16. For questions,** please contact the show management at 916/443-4453. These regulations are considered terms and conditions of the contract when signed on the reverse.