



SCHOOL BUILDING EXPO[®]

Application and Exhibit Space Contract

Eaton Hall Exhibitions, LLC
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Renaissance Schaumburg (Chicago) Illinois Convention Center, April 2 & 3, 2008

Exhibiting Company:

Contact Person and Title

Street Address

City/ State/ Zip

Telephone

Fax

Your E-Mail Address
(Please Print Clearly)

Exhibit Space Requested:

Size _____ feet by _____ feet

Special Requests: __ Corner location (\$200. additional per corner)

You can select your own booth location online at www.SchoolBooth.com

Specific Booth Requests: (We will attempt to honor your requests. Subject to availability and change.)

First Choice: Booth No. _____ Second Choice: _____ Third Choice: _____

Are There Any Competitive Companies You Do Not Wish to Be Located Near? _____

Products or Services To Be Exhibited: _____

EXHIBIT SPACE: \$ 2450. first 10 x 10 booth, *additional booths \$2350 each* \$ _____

SAVE \$100: Reserve by Nov. 21, 2007 and deduct \$100 per booth

Corner Booth (\$200. per corner) \$ _____

Optional:

Add to Your Visibility

Enhanced Summit Website Package Enhance your visibility on the Summit website:
• Expanded Listing with Your Logo • Product Photo, • 50 words of copy, • One-click Email to you, and a live link to your website. Complete package **only \$100.** when ordered by Nov. 15 (Reg. \$200.)

\$ _____

Optional:

Add Time with Big Buyers

VIP Evening Event Tickets: Order your tickets to School Building's most exclusive networking opportunity. Have dinner out with the Top Buyers at the Show; each buyer is personally invited to attend by the Chairperson. Each exhibitor may purchase 1 ticket per 10x10 booth. Subject to sell out; please order early. **\$75.** per ticket.

\$ _____

TOTAL AMOUNT DUE to Eaton Hall Exhibitions \$ _____

- One-half due with your space reservation • **Full payment due by December 1, 2007** • Sponsorships and ads due in full at time of order.

Sending a CHECK PAYABLE TO: **EATON HALL EXHIBITIONS.** Please note: no space assignments can be made without proper payment of deposit.

Please charge my Credit Card Number: _____

Expiration Date _____ Name on Card: _____

Please select an option: Charge my card for the full exhibit space charge now Charge my card for the deposit now and the balance when due

Accepted, for Exhibiting Company: By signing below, you acknowledge that you have read and agree with the contract terms and conditions shown on the reverse side of or sent with this form, and you are authorized to execute this contract on behalf of the exhibiting company.

Signature _____ **Date** _____

Please Print Name _____ Title _____

H

Thank You, and Have a Great Show!

CONTRACT TERMS AND CONDITIONS: Upon acceptance of the contract, the exhibiting firm named on the front of this contract ("The Exhibitor") shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations which may be established by Eaton Hall and **The School Building Expo**, and related events, hereinafter referred to jointly as "the Show." References to the Show herein shall be deemed to include Eaton Hall, the sponsors, the advisory board, show management of the trade show and any duly authorized representative, agent or employee of the foregoing.

SHOW DAYS:

Wednesday, April 2, 2008 (first regular show day) and
Thursday, April 3, 2008 (last show day).

Move-in and Setup is Tuesday, April 1. Setup will be noon to 6:00pm

Move Out: Exhibits must be removed by Thursday, April 3, 2008, 6:00pm.

1. Return of the Exhibit Space Rental Agreement and deposit indicates your agreement to participate in the Show and to comply fully with the regulations set forth herein. One-half is due with this reservation. Full payment is due by December 1, 2007.

In the event an exhibitor cancels all or part of the exhibit space contracted for here, the following provisions shall apply: All cancellations must be put in writing to Eaton Hall. If cancellation is received prior to January 1, 2008 the exhibitor shall pay a cancellation fee equal to one-half of the total exhibit space charges. After January 1, no cancellations will be accepted, and the full amount of exhibit space charges shown under this contract shall remain due to the show, regardless of whether or not the Exhibitor participates in the show.

2. All booth activities shall conform in all respects to the dimensional and height requirements and all rules and regulations as indicated in the space diagram and Exhibitor Manual. The exhibitor shall design and maintain the exhibit in conformity with the general theme and tenor of the Show and shall keep said exhibit presentable and in good taste at all times.

Exhibitors are reminded that brightly flashing electric signs, noise-generating displays and other items which may be a nuisance to nearby exhibitors or attendees are not permitted. Please consult with Show Management in advance to discuss arrangements and suitable booth locations to avoid difficulties on show site.

In the event Exhibitor does not comply with requests of The Show to conform to show regulations, the Show may immediately close and remove the exhibitor's display at the exhibitor's risk and expense, and the Management may relet the space to others. This includes persons, things, conduct, printed matter, signs, or any item of poor character which in the sole judgment of Show Management is detrimental to the Show. Exhibitor shall not be entitled to a refund of any part or of any fee should he for any reason be unable to exhibit at the Show and shall, in all such instances, remain liable for any unpaid balance due.

7. No signs or advertising devices shall be displayed outside of exhibit spaces other than those furnished by the Management. Exhibitors' displays shall not obscure other exhibits. Overhead signs are permitted only in island exhibits (exhibits of one company surrounded by aisles on all four sides). Overhead signs shall be installed by the official show decorator at exhibitor's expense, and must comply with safety guidelines established by the show and the decorator. The exhibit guidelines of the Int'l Assn of Exhibition Management shall be the guide for exhibit height and visibility. Distribution by exhibitors of any printed matter, samples or other articles shall be restricted to within the confines of the exhibitor's own exhibit booth.

The Show will make every effort to comply with requests for assignment of exhibit locations on a first-come/first-served basis. Location assignments will be made solely at the discretion of the Show and are subject to change. Show management reserves the right to reconfigure the exhibit floor as it deems necessary in the best interest of the show or for logistical reasons. This contract is for the use of the amount of space indicated and not for any specific location on the exhibit floor.

3. Conditioned upon the exposition hall placing the exhibit space applied for herein at the disposal of the Show, the Show is to be held at the Renaissance Schaumburg Convention Center. Move-in will take place as shown above. Any space not claimed and occupied by 10:00 am on the first show day may be resold or reassigned by Show Management without obligation on the part of Show Management for any refund whatsoever (unless late move-in arrangements have previously been made in writing). All setup must be complete by the time shown above. All exhibits and materials must be removed from the hall by the move out time shown above.

4. If an exhibitor fails to make payments due hereunder on the date or dates specified, the Management may cancel this agreement or change such exhibitor's space assignment at Management's sole discretion and without further notice.

5. No exhibitor or sponsor shall exhibit or permit to be exhibited in the space allotted to him or as part of their sponsorship any company, organization, or products other than that specified in the application. Subletting or licensing of space or use of the space not explicitly authorized in writing by the Show is prohibited. Sharing of an exhibit booth by two or more companies is not permitted except as specifically arranged and approved by the Show in writing in advance.

6. 8. The exhibitor must conform to all standard fire codes of the Convention Facility and requirements of fire officials. No wiring, installation of spotlights or other electrical work shall be done except by the electrical contractor authorized by Show Management or the Convention Center. All hazardous materials in the exhibit must be removed by the exhibitor during tear-down and cannot be abandoned in the exhibit area. Any toxic waste must be removed from the exhibit area during the tear-down. Disposal of hazardous materials or toxic waste must comply with applicable laws.

9. There is no smoking allowed in the exhibit area nor near any entrance to the building, during the event, set-up, or tear-down.

10. Prohibited or Dangerous Activities: To assist in complying with fire and insurance regulations, Exhibitors wishing to bring into the exhibit area any potentially hazardous material or live material must apply for and receive permission from the Show in advance. Special regulations set forth by the Show and local fire officials for use and display of these items must be complied with. Use of open flame, operation under power of irradiation equipment or radioactive material, and presence of live pathogenic material are prohibited on the exhibit floor. Other activities which, in the sole opinion of show management, may put attendees or other exhibitors at risk may also be prohibited. Exhibitors with questions concerning the acceptability of materials or activities should consult with Show Management and the local fire officials for written advice.

Show Management has no authority to authorize any waiver of local fire codes, and the fire officials will have final authority on acceptability of displays or activities. Failure of an exhibitor to comply with orders of the local fire officials will be grounds for immediate eviction from the

exhibit space, at the expense and risk of the exhibitor and with no refund of space fees. Combustible materials or explosives are not permitted in or around the exhibit areas. Displays must not block the view of, or impede access to fire alarm boxes, fire hose cabinets, fire center of extinguishers, or other safety equipment. Width of all spaces shown on official floor plan is from side floor marking and depth is overall measurement from face of front marking to back of rear marking. Proof of additional insurance for exhibitors bringing in hazardous items may also be required beyond that defined below.

11. This contract provides for use of exhibit space only. Additional furnishings, installation or removal labor, freight, drayage, phone or electric service are not included in these fees. Show directories are provided for the convenience of attendees, and show management assumes no liability for errors or omissions in the show directory.

12. No exhibitor will be permitted to play, broadcast or have performed any live music or use of any other copyrighted material without first presenting to the Show proof satisfactory that the exhibitor has, or does not need, a license to use such live music or copyrighted material.

13. Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Exposition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying and collecting all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at the Exposition.

14. Booths shall be staffed during all show hours and until the official closing of the show.

15. In the event that because of war, fire, strike, government regulation, public catastrophe, act of God, public enemy, act of terror or imminent fear of such, or other cause, the Show or any part thereof is prevented from being held, is cancelled by the Management or by the Hotel or the exhibit space applied for herein becomes unavailable, the Management shall in its sole discretion determine whether to refund to the applicant no more than his proportionate share of the balance of the aggregate exhibit fees received after deducting expenses incurred and to be incurred by the Management, plus reasonable compensation to the Management, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid.

16. If for any reason, the Management determines that the location of the Show changed or the dates of the Show changed, no refund will be due to the exhibitor, but the management shall assign to the exhibitor, in lieu of the original space, such other space as the Management deems appropriate and the exhibitor agrees to use such space under the terms of this agreement. The Show shall not be financially liable or otherwise obligated in the event the event is postponed or relocated.

17. Each exhibitor shall maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the exhibition, in an amount of not less than one million dollars (\$1,000,000) for personal injury, death, property damage in any one occurrence. A Certificate of Insurance indicating such coverage, and naming Eaton Hall as additional insured, shall be submitted not less than 45 days prior to the show date. Such insurance maintained by the exhibitor must be issued by an insurance company reasonably acceptable to Show Management and should include coverage of the indemnification obligations of the exhibitor under these rules and regulations.

18. Exhibitor is solely and fully responsible for its own material and should insure its exhibit against loss or damage from any cause whatsoever. All property of an Exhibitor is understood to remain in its care, custody, and control in transit to or from or within the confines of the Exhibit Hall. Exhibitor agrees to waive its rights of subrogation against the Show, its officers, directors and employees.

19. Neither Show Management nor the Convention Facility nor any other officers, agents employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm or injury to the person or any property of the exhibitor or any of its officers, agents, employees, or other representatives resulting from, or arising out of, the negligence of the Management, its agents or employees, or the negligence of any other persons present at the Show, or from the theft, fire, water, accident or any other cause.

20. The exhibitor hereby agrees to indemnify, defend and protect Eaton Hall, the Show, and the Convention Facility against, and hold and save harmless from, any and all claims, demands, suits, liability, damage, loss, costs, attorney fees and expenses of whatever kind or nature which might arise out of any action or failure to act of the exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property or harm or injury to a person or persons. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor, rather than the invitee or licensee of the Show.

21. In the event that any unforeseen occurrence shall render the fulfillment of this agreement impossible, the parties shall mutually amend or terminate the agreement at Show Management's option. The exhibitor hereby waives any claim against the Show for damages or compensation.

22. The Show reserves the right to adopt, orally or in writing, any additional rule or regulation, move or remove an exhibit, or take any further action if the Show deems such action necessary for the good and welfare of the event. Any matters not covered here shall be subject to the final judgment and decision of the Show.

23. The exhibitor agrees to abide by all agreements between the Show, the official service contractor, and the Convention Facility or any of its agents and to abide by all regulations as stated in the Exhibitor Manual. The exhibitor agrees to comply with and be bound by all laws of the United States and the local jurisdiction of the show and wherever applicable, all rules and regulations of the local Police and Fire Department and those policies and criteria which have been established by the Show or the Convention Facility or use of the exhibit areas designated.

24. The Show and the Exhibitor agree that any dispute arising out of this agreement shall be governed by the laws of the State of New Jersey, and in any suit arising therefrom the Exhibitor hereby agrees to submit himself to the jurisdiction of the courts of the State of New Jersey, and that venue for any such suit shall lie in Morris County.

24. This agreement contains the entire agreement of the parties hereto with respect to the matters embraced herein and may not be modified, discharged or terminated except by a written instrument, signed by the party to be charged. Nothing in this provision, however, shall preclude the Management from adopting additional rules and regulations, orally or in writing, as provided in Paragraph 22.

NEW RULE!

