



Engineered Plumbing Exposition 2012
Produced by the American Society of Plumbing Engineers
October 29-30, 2012 • Charlotte, NC
Charlotte Convention Center

CONTRACT FOR EXHIBIT SPACE

Contract No. _____

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the American Society of Plumbing Engineers (hereinafter called "ASPE") for exhibit space at the Engineered Plumbing Exposition 2012 on October 29-30, 2012 at the Charlotte Convention Center, Charlotte, NC (hereinafter called "Facility"); This contract is subject only to (1) the acceptance by counter signature of ASPE's show management company, National Trade Productions, Inc. (hereinafter called "NTP"); and (2) to such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by NTP on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon ASPE. The exhibitor further agrees that if, in the opinion of National Trade Productions, Inc., it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor. The Exhibitor hereby warrants that it is contracting for exhibit space for its own use only. Exhibit space may not sublet or assigned without written authorization from ASPE or NTP. Exhibitor shall abide by all rules as stated or amended in the "Rules and Regulations of the Exhibit that shall become part of this contract.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

- A. EXHIBIT SPACE RENTAL FEE:** The rental fee for all exhibit space is thirty dollars (\$30.00) per square foot. To be an ASPE Patron Program Member is an additional three dollars (\$3.00) per square foot.
- B. EXHIBIT SPACE DISCOUNT:** Exhibit space contracts received on-site in Philadelphia, PA and with **full payment** received on or before January 10, 2011, will be subject to a special discount rate of twenty nine (\$29.00) per square foot. No discounts are available for full payments of ASPE Patron Program Assessments.
- C. DEPOSIT AND PAYMENT TERMS ARE:** For Exhibitors choosing three payments, forty percent (40%) of the exhibit space rental fee is due not later than January 10, 2011, for contracts received on, or before, January 10, 2011. Another forty percent (40%) payment is due on October 3, 2011. The balance of the rental fee is due and payable by March 26, 2012. Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor. Exhibit space contracts submitted to NTP after March 26, 2012, must be accompanied by the full payment of the exhibit space rental fee. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other monies determined to be owed by the Exhibitor. Please make checks payable to **ASPE**. Sign and return all copies to: **ASPE, Bank of America, P.O. Box 631957, Baltimore, MD 21263-1957. Tax ID#95-2380646**. A copy of this contract will be returned to you upon acceptance.

D. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing by certified mail and will be obligated to pay to NTP liquidated damages based on the schedule listed on reverse. Written notice of cancellation must be received by no later than January 10, 2011, to be liable for 0% of rental fee due, by no later than October 3, 2011 to be liable for forty percent (40%) of rental fee due, and by no later than March 26, 2012, to be liable for eighty percent (80%) of the rental fee due. Written cancellation received after March 26, 2012, obligates the Exhibitor to pay to NTP 100% of the rental fee due.

E. EXHIBIT SPACE: Size: _____ ft. x _____ ft. Booth No.(s): _____
 Total Booth Area: _____ sq. ft. Total Cost: \$ _____

PATRON PROGRAM OPTION: YES _____ NO _____ Patron Cost: \$ _____

F. PRODUCTS TO BE EXHIBITED: _____

G. ACCEPTANCE AS BINDING CONTRACT FOR EXHIBITOR:

H. ALL INVOICES SHOULD BE SENT TO:

Company/ Organization _____
 Mailing Address _____

 City/State/Zip _____
 Print Name _____
 Title _____
 Telephone _____
 Fax _____
 E-Mail _____

Name _____
 Title _____
 Mailing Address _____
 (if different) _____
 Telephone _____
 Fax _____
 Email _____

I. EXHIBITOR SERVICE MANUAL CONTACT:

Name _____
 Title _____
 Mailing Address _____
 (if different) _____
 Telephone _____
 Fax _____
 E-Mail _____

Signature by Authorized Representative _____ **Date** _____

By signature above, the individual signing this contract represents and warrants that they are duly authorized to execute this binding contract on behalf of named Exhibitor.

For Use by National Trade Productions, Inc.

Exposition Assigned: **ASP12** Booth Assigned _____ Total Square Feet _____ Total Rental Fee \$ _____
 Accepted for National Trade Productions, Inc. _____ Date: _____ A/E Code _____

Engineered Plumbing Exposition 2012 - Contract for Exhibit Space – Continued

CANCELLATION: The Exhibitor specifically recognizes and agrees that ASPE will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate ASPE for its losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of its assigned booth space.

CANCELLATION DURING THE PERIOD OF:	ASSESSMENT
On or before January 10, 2011.....	0%
January 10, 2011 - October 3, 2011.....	40%
October 3, 2011 – March 26, 2012.....	80%
March 27, 2012 or after	100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received after March 26, 2012. Failure to make full payment of deposits on exhibit space rental fee by January 10, 2011, and October 3, 2011, on a contract filed prior to, or on, those dates, or, to make full payment of total exhibit space rental by March 26, 2012, could subject Exhibitor to Cancellation of Contract by NTP, forfeiture of deposit made and liability for balance due. If booth space is not occupied by 5:00 pm, October 28, 2012, NTP shall have the right to use the space. Reletting by NTP of an Exhibitor's cancelled space shall not act to excuse Exhibitor from assessment.

EXHIBIT HOURS: Exhibit hours, subject to change, are as follows:

Monday, October 29, 2012.....	11:30 am - 6:00 pm
Tuesday, October 30, 2012.....	11:30 am - 3:30 pm

SPACE: The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBITS: Standard booth background and side rails, decorated with background drape and uniform two-line signs are provided without charge. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at its own expense and responsibility. (They may at Exhibitor's discretion be obtained through the official suppliers.) Booth backgrounds are eight feet in height, and divider rails are three feet in height. In the areas five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be placed not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. All exhibit booths must be carpeted in accordance to the wall-to-wall requirements for this show. Exhibitor will be responsible for any additional carpet necessary to meet this requirement. Any deviation must be submitted to NTP for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management, will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted.

GENERAL RESTRICTIONS:

- The exhibitor is prohibited from using amplifying equipment that is objectionable to ASPE or NTP.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths.
- Exhibitors who use costumed models or mannequins should be sure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
- NTP reserves the right to require modification of questionable exhibits.
- "Cash and Carry" sales are not permitted from the exhibit floor.
- Exhibitors using music in their booth, either live or mechanical, must provide NTP with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold NTP and/or the Association harmless from any action brought against NTP by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors are prohibited from serving food and beverages in the exhibit hall.
- Exhibitors holding hospitality functions for ASPE attendees must obtain clearance from ASPE prior to announcement of such functions.
- Exhibitors agree not to plan or hold any outings for ASPE attendees that conflict with the ASPE Convention and Exposition schedule. All plans for any outings for attendees/exhibitors must be submit to ASPE for approval.
- No alcoholic beverages are permitted in the exhibit hall.
- Exhibitors may not sublet their space, or any part thereof, or make any arrangements for display of any articles by a non-exhibiting company.
- No exhibitor may offer or distribute any publication or other material created through the offering of the sale of advertising to any exhibitor or other plumbing engineering and design related organizations not in attendance at the Exhibit.

■Exhibitors cannot schedule factory or social events, tours, or transportation for attendees, that conflict with official ASPE Convention and Exposition events.

■Penalties for non-compliance of rules and regulations are detailed in the official exhibitor services manual

LIABILITIES: The Exhibitor agrees that NTP, its agents and employees, ASPE, its agents and employees, and the Facility: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressing waived by the Exhibitor, (b) Will not be responsible for any claims of copyright, trademark or patent infringement, unfair competition and product liability issues between exhibitors. (c) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor may be required to provide a certificate of insurance to NTP. Exhibitor shall also indemnify and save and hold harmless NTP, ASPE and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of Exhibitor or its agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of NTP, ASPE or Facility. Such indemnification shall not be limited to insurance required herein. NTP, its agents and employees and ASPE its agents and employees will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or act of terrorism, or epidemic, or any law or regulation of public authority or any other act beyond the control of ASPE or NTP, which makes it impossible or impracticable to hold the Exhibition.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry General Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier, which carries fire, explosion or any other risk coverage insuring their property. ASPE will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless ASPE, NTP and Facility against cost, expense, liability or damage that may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates, cartons or packing materials within the exhibitor's booth area. Crates and cartons can be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: The official general contractor will be designated at a later date. When notified, exhibitors are encouraged to forward prepaid shipments directly to their warehouse at the address given in the Exhibitor Services Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be mailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of NTP. No one under 18 will be permitted.

RULES AND REGULATIONS: Exhibitors shall abide by all other provisions of these rules and regulations, and with the rules and regulations stated in the official exhibitor services manual, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by ASPE are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements for work involving installation and dismantling of exhibit space.

Signature by Authorized Representative

Date

By signature above, the individual signing this contract represents and warrants that they are duly authorized to execute this binding contract on behalf of named Exhibitor.