

EXHIBIT SPACE CONTRACT FORM



STEP 1: RESERVE YOUR BOOTH ONLINE AT: WWW.NECACONVENTION.ORG
CLICK ON: EXHIBITOR INFO, THEN SELECT: RESERVE YOUR BOOTH NOW

STEP 2: FAX OR EMAIL THIS COMPLETED CONTRACT (INCLUDING PAYMENT)
TO 770-632-7922 OR JULDUDA@NECANET.ORG

COMPANY NAME _____

ADDRESS _____

CITY | STATE | ZIP | COUNTRY _____

COMPANY PHONE _____ COMPANY FAX _____

E-MAIL _____ WEBSITE _____ TWITTER _____

CONTACT NAME _____ TITLE _____

CONTACT PHONE _____ CONTACT E-MAIL _____

DESCRIBE PRODUCTS TO BE EXHIBITED _____

BOOTH FEES

Space Rates: 100–300sf:	\$32.00	Corner Rate:	\$33.50
Island Rates:			
20x20	\$13,800	30x40	\$41,400
20x30	\$20,700	40x40	\$55,200
20x40	\$27,600	30x50	\$51,750
30x30	\$31,050	40x50	\$69,000

Each booth comes with pipe and drape, booth signage, four (4) exhibitor badges per each 10'x10' booth (additional exhibitor badges are available at \$50 each), lunch all three days for exhibit personnel based on the same formula as exhibitor badges, FREE show passes for clients, and a Web site listing. **Note that carpet is not included, but is mandatory.** All exhibitors MUST contract for carpet.

Note the payment schedule. Your non-refundable deposit **MUST** accompany your completed application in order to be processed.

- 30% deposit due with completed contract
- 50% balance due by Friday, March 30, 2012
- Final payment due no later than Friday, June 1, 2012
- Payment is due in full for any contracts received after June 1, 2012

Indicate the size of space you are requesting: (example: 10'x10' or 20'x20' island)

Preferred booth locations: 1st choice _____ 2nd choice _____

(Specific booth location requests will be considered, but not guaranteed)

Space assignments: Exhibit space will be sold on an available basis. NECA will not hold space without a complete application and deposit. **NECA reserves the right to reassign any exhibit locations it deems advisable for the benefit of the show.**

ACCEPTANCE

We understand that this is a binding contract upon acceptance by NECA and is subject to all the terms, conditions, rules, and regulations that hereto constitute a part of, or are included in this contract. NECA reserves the right to reject any exhibit application for any reason.

AUTHORIZED SIGNATURE _____ DATE _____

FORMS OF PAYMENT:

Enclose a check or credit card with contract for:

30% due with contract \$ _____
50% due by 3/30/12 \$ _____
Final balance by 6/1/12 \$ _____

Check enclosed Check # _____

Check the appropriate credit card:

AmEx Visa MasterCard

Name on credit card:

Print or type your credit card number:

Expiration date _____

Security Code (CSV) _____

AUTHORIZED SIGNATURE

DATE

FOR OFFICE USE ONLY:

BOOTH # ASSIGNED: _____

NECA CLIENT ID: _____

TOTAL BOOTH COST: \$ _____

DEPOSIT RECEIVED: \$ _____

DEPOSIT PROCESSED: _____

PAYMENTS: \$ _____

BALANCE DUE: \$ _____

SEND YOUR COMPLETED CONTRACT VIA FAX OR EMAIL TO:

Julie Duda, NECA Exhibit Sales Manager
770-632-7922 Fax
julduda@necanet.org

QUESTIONS? Call 770-632-0044

MAKE CHECKS PAYABLE TO NECA AND MAIL PAYMENTS TO:

NECA
P.O. Box 17033
Baltimore, MD 21297-1033



CONDITIONS OF CONTRACT

AND REGULATIONS GOVERNING PARTICIPATION IN THE NECA SHOW

1. CONTRACT FOR SPACE

The contract for space, the formal notification of space assignment, and full payment of rental charges, together constitute a contract between the exhibiting organization, hereinafter known as the exhibitor, and National Electrical Contractors Association, Inc., hereinafter known as the Show Management, for the right to use space in the NECA Show in the year designated in this contract. The contract is based upon the plan of exhibits, rates shown thereon and general information contained in the NECA Show brochure, all of which are to be considered along with details on the front and back of this form as part of the contract. A non-refundable 30% deposit, of the total exhibit space value, is due with this completed application or space can be released. The balance is due by the remittance date hereinafter stated. The Show Management reserves the right to reassign space for which complete payment has not been made by the remittance date. Full payment for space applied for after the remittance date is due upon receipt of the contract by the Show Management.

All measurements shown on the floor plan are approximate and the Show Management reserves the right to make such modifications as may be deemed to be necessary, making equitable adjustment with any exhibitor or exhibitors thereby affected. The Show Management also reserves the right to adjust the floor plan to meet the needs of the exposition.

Cancellation of space will result in the loss of monies after a certain date and all deposits and holding fees are non-refundable. Please be aware that, as of Monday, January 2, 2012, and through Friday June 1, 2012, NECA reserves the right to keep 50% of all monies paid (over and above the deposit). After June 2, 2012 there will be no refunds of any monies. Failure to pay the balance due on the contract as specified will subject exhibitor to cancellation of contract and forfeiture of all monies paid, including deposit.

In the event that the exposition is not held for any reason beyond the control of Show Management, the rental and lease of space to the exhibitor shall be cancelled and all monies received by Show Management shall be returned to the exhibitor less all legitimate expenses incurred for advertising, promotion, rentals, salaries, and travel. Return of such monies will terminate the liability of Show Management.

2. INSTALLATION AND DISMANTLING OF EXHIBITS

Delivery of freight, installation of exhibits and completion of erection of exhibits will take place on the dates hereinafter shown. The exhibits must be ready for inspection no later than 9:00 a.m. of the first show day. The Show Management reserves the right to authorize the installation of any exhibit on the floor not installed by 5:00 p.m. of the day prior to the first show day at the expense of the exhibitor. Freight delivered to a booth but unopened by 9:00 a.m. the first show day will be removed from the hall at the expense of the exhibitor. Freight will not be delivered to booths during show hours. Dismantling may not begin until the close of the exposition on the final show day. (If booth space is not occupied by 8:00 a.m. of the first Show day, the Show Management shall have the right to use such space as it sees fit, to eliminate blank spaces in the exhibit.)

Under contract, the company must obey the times and days of the Show. Contract does not permit breaking down a booth early; this could result in a fine.

Goods and materials used in any display, except bona fide samples, shall not be removed from the exhibit hall until the exposition has officially been closed. Any exception to this rule must have the approval of Show Management.

Dismantling must be completed and all exhibit materials removed by the final move-out date and hour shown. (NOTE: Exhibitors are advised to remove small, portable items immediately upon conclusion of the exposition. Passes will be available from security guards to authorize such removals.)

3. STORAGE OF BOXES AND PACKING CRATES

Exhibitors will not be permitted to store boxes or packing crates in or behind exhibit booths. Prior to 8:00 a.m. of the first show day, all boxes and crates will be placed in storage provided they are properly labeled for storage. Those not so labeled will be removed and destroyed as refuse. (NOTE: Storage labels will be provided at the Exhibitor's Service Desk.)

4. INSURANCE REQUIREMENTS & LIABILITY

Insurance protection will not be afforded to the exhibitor either by the National Electrical Contractors Association (NECA) or the San Diego Convention Center. Exhibitors shall carry their own insurance to cover exhibit material against damage. Exhibitors utilizing independent contractors must provide NECA with a certificate of insurance in full compliance with all provisions as stated below. Also, a separate certificate of insurance must be provided in the exhibiting company's name.

Neither NECA, Freeman Companies, San Diego Convention Center, nor any of the officers or employees of the above will be responsible for the safety of property of exhibitors from theft, strikes, damage by fire, water, storm, vandalism or other causes.

Exhibitor and its contractor(s) shall maintain Commercial General Liability Insurance, including bodily injury/property damage, products and completed operations, personal injury and contractual liability of at least \$1 million per occurrence and \$2 million aggregate, at their sole cost and expense, for all of its activities and property at the Show, and shall have NECA and San Diego Convention Center named as additional insured on all such policies. Exhibitor and its contractor(s) shall also maintain, at their sole cost and expense, Workers Compensation Insurance for employees participating in the Show. Exhibitor warrants that by signing this Agreement it has complied specifically with the insurance requirements of the Agreement. Evidence of insurance coverage, in the form of a valid Certificate of Insurance specifying the coverage includes activities at the Show, must be provided to NECA at its request.

The exhibitor is charged with knowledge of all local laws, ordinances and regulations pertaining to health, fire prevention and public safety affecting his participation in the exposition. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor. If unusual equipment is to be installed, or equipment that might conflict with fire codes is to be used, the exhibitor must communicate with the exposition director and wait for approval from the Fire Marshall before proceeding.

5. FIRE PREVENTION

All booth decorations must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform to the National Electrical Code and local ordinances. If inspection indicates that any exhibitor has neglected to comply with these regulations, or otherwise might incur a fire hazard, Show Management reserves the right to eliminate or remove, at the exhibitor's expense, all or such part of the exhibitor's display determined to be hazardous.

6. LIGHTING, SOUND AND MOTION PICTURE PROJECTION

All projection equipment must be in accordance with the requirements of the fire prevention authorities and in compliance with any agreements entered into by Show Management with the director of the exhibit hall or applicable labor unions. All plans for installation and operation of projection equipment must be approved by Show Management before operation is undertaken. All projection equipment, lighting devices, displays, or demonstrations must be arranged in such a manner as not to annoy other exhibitors or the exposition in general. Show Management reserves the right to restrict the use of objectionable lighting.

7. PHOTOGRAPHY AND VIDEOGRAPHY

No photography, videography, or audio/visual of any kind is allowed anywhere on the exhibit floor or in the conference areas of the show before, during, or after show hours, except by official NECA photographers and those professional photographers approved by Show Management. Violators will be escorted from the show and their film and/or credentials forfeited.

8. DISPLAY RULES & USE OF SPACE

All demonstrations, distribution of circulars, or other promotional activities must be confined to the limits of the exhibit booth, and must not interfere with adjacent booths or intrude on aisle space. Demonstration of equipment that requires the use of space above the 8-foot backwall height must be approved by Show Management at least 60 days prior to the opening of the show. Exhibitors shall not assign, sublet or share the space allotted without the knowledge and consent of Show Management. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business, except for prizes. Exhibitor representatives manning the exhibit will be owners, employees or agents of exhibiting companies, and such representatives will wear proper badge identification furnished by the exposition. Such badges will be supplied upon presentation of the list of personnel by the exhibitor or by application made at the Exhibitor's Registration Desk. Exhibitors are forbidden to pass along badges designated for exhibit personnel to their customers or prospects. If such use of exhibitor's badges is made and this is recognized, these badges will be removed. Each exhibitor will place the name of the representative on file at the Exhibitor Registration Desk who has the prime responsibility on the floor for the exhibitor's display, and who is authorized to make decisions for the exhibitor as requested by the exposition director. Setup rules must adhere to the Guidelines for Display Rules & Regulation by IAEE. See Exhibitor Service Manual for details. The standard booth equipment furnished under this contract will consist of an 8-foot-high backwall of draperies with metal uprights and stanchions with division rails 36 inches high covered with draperies. Backgrounds 8 feet high may extend out from the booth backline one-half the depth of the booth and from that point to the aisle to a maximum height of 44 inches. However, no equipment, partitions, etc., may extend above 44 inches height within four feet of any aisle. Exhibitors building to these specifications must mask any exposed and unfinished side or back portion of their exhibit so it will not be objectionable to adjacent exhibitors. Show Management reserves the right to have such masking done,

billing the exhibitor for charges incurred. Built-up exhibits or other construction shall not exceed the 8-foot backwall height including company name or other advertising except as specifically provided hereinafter. In island spaces, or across-the-aisle space, overhead panels or open "bridge-type" construction will be permitted to a maximum height of 16 feet. However, built-up construction, except slender supporting posts, shall not exceed 44 inches in height within 4 feet of any aisle. Plans for such above-mentioned displays must be submitted to and approved by the exposition director at least 60 days prior to the opening of the show. Each exhibitor is required to respect the rights of other exhibitors and to recognize that the general appearance of the exposition as a whole must take precedence over that of any individual exhibit.

Interference with the light or space of other exhibitors will not be allowed. **All booths must be carpeted.**

9. ATTENDANCE PRIZES AND GAMES

In deference to all exhibitors, those wanting to give away prizes to develop traffic at their displays will comply with the following rules:

- The exhibitor is charged with the knowledge of national, state, and local legal restrictions on any merchandising, advertising, or promotional inducement that might be construed as a lottery, gambling or gambling devices. Show Management does not accept responsibility for any promotional schemes undertaken by exhibitors, but does require that any drawing and announcement for special gifts must be done within the confines of the exhibit booth and ticket holders need not be present to win when drawing is made.
- All prizes must be approved by Show Management, and requests for such approval must be received in Show Management's office at least 30 days prior to the opening of the show.
- The method of drawing or selection of winners must have the approval or be under the supervision of Show Management.
- The name(s) of the daily winner(s) must be posted at Show Management exhibit for at least 1 full session of the exposition, except for the final day.
- Games in which winners are immediately known because of their participation will be permitted, providing there is no infringement on the rights of other exhibitors. The approval for such games must be given by the exposition director and requests for such approval must be received at least 60 days prior to the opening of the show.
- Display of prizes must conform to the aforementioned rules for exhibiting.

10. CARE OF BUILDING AND EQUIPMENT

Exhibitors or their agents shall not injure or deface the building, the booths or the equipment of the booths. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

11. RESTRICTIONS IN OPERATION OF EXHIBITS

Show Management reserves the right to restrict exhibits which, because of noise, lighting, method of operation, materials, or for any reason are considered objectionable, and also to prohibit from exhibiting or evict from the exposition as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that the exposition director determines is objectionable to the exposition. In the event of such restriction or eviction, Show Management is not liable for any refunds of rentals, or other exhibit expense. Advertising plans and stunts that are intended to promote traffic must be submitted at least 60 days prior to the opening of the show to the exposition director for approval. Sideshow tactics, scantily attired models or other undignified promotional methods will not be permitted.

12. SALES

Cash sales are not permitted.

13. HOSPITALITY FUNCTIONS

Only exhibitors will be permitted to conduct hospitality functions in the hotels under contract to Show Management. Such functions will be permitted to open only during hours in which there are no exposition or convention functions. Breakfast functions are not permitted. Permission for hospitality functions must be received 60 days prior to opening of show.

Prizes given to persons attending hospitality functions and the method in which winners are selected must be approved by the exposition director and requests for such approval must be received at least 60 days prior to the opening of the show. These regulations become a part of the contract between the exhibitor and Show Management and have been formulated in the best interest of all concerned. The director respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of Show Management.

Show dates and times:

First show day, Sunday, Sept. 30, 11:30 a.m.—5:00 p.m.
Second show day, Monday, Oct. 1, 11:30 a.m.—4:00 p.m.
Third show day, Tuesday, Oct. 2, 10:00 a.m.—2:00 p.m.
Note: All times subject to change.

Under contract, the company must obey the times and days of the Show. Contract does not permit breaking down a booth early; this could result in a fine.