

American Towman ShowPlace 2018

South Point Hotel & Casino

May 8 & 9, 2018 Setup

May 10 & 11, 2018 Show Dates, 12 noon to 5 pm

Phone: 800-732-3869 • Fax: 845-986-5181



EXHIBIT SPACE CONTRACT

Name: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email: _____

Expo Rep:
12/12/2017

OUR FIRM HEREBY APPLIES FOR EXHIBIT SPACE IN THE **2018 AMERICAN TOWMAN SHOWPLACE** AND WE AGREE TO EXHIBIT THE FOLLOWING PRODUCTS OR SERVICES:

(List brand names as applicable)

OUR CHOICE OF BOOTHS FROM THE OFFICIAL FLOOR PLAN IS AS FOLLOWS:

2018 1st Choice: _____ Size: _____ 2nd Choice: _____ Size: _____ 3rd Choice: _____ Size: _____

2018 EXHIBIT SPACE RATES:

DISPLAY - \$16.50 per sq. ft. up to 399 s.f. (Corner Booths are square footage rate plus \$100)

BULK SPACE: \$10.50 per s.f. for booths 400 s.f. to 600 s.f.; 9.50 per sq. ft. for booths 601 s.f. +.

Check or credit card authorization must accompany this contract. Make all checks payable to: **A.T. EXPO CORP.**

SCHEDULE OF PAYMENTS: 50% deposit is due with signed contract; 50% balance payment due March 1, 2018.

Booth #
Booth Size
Booth Rate
Booth Cost
Balance

PAYMENT INFORMATION:

___ Check Enclosed

___ Charge Credit Card

CC# _____ Exp. _____ 3-digit code _____

___ Charge Full Amount

___ Charge 50% deposit now; remaining 50% balance will be charged automatically on **March 1, 2018**

Authorized Signature _____ Date _____

NOTE: Signatory agrees to obey all rules & regulations herein and subsequently received to the Parties responsible for installing and maintaining the exhibit

Send confirmation/communication to: Primary Contact _____ Phone _____

Send complete and signed contract to: **A.T. Expo Corp., 7 West Street, Warwick, NY 10990 • Fax:845-986-5181**

We fully understand that this exhibit space application, the contract conditions on the reverse hereof, as well as the rules and regulations in the Exhibitor's Manual shall become a binding contract upon acceptance of the exhibit space assigned by Show Management. Exhibit space shall be assigned by Show Management in the best interests of the Show as a whole. Exhibitor agrees to accept re-location if it becomes necessary or advisable in the sole judgment of Show Management. No person, firm or organization, not assigned exhibit space by Show Management, shall be permitted to exhibit or to solicit any business from exhibitors, attendees or others within any area occupied by any part of this Show. Exhibitors further agree not to show or exhibit products outside of the South Point Hotel & Casino.

CONTRACT CONDITIONS

1. The conditions set forth and conditions set forth in the Exhibitors Manual constitute the entire agreement between the parties and, except as contained herein, there are no representations or warranties, expressed or implied. Any changes in this agreement must be in writing and signed by both parties. Show Management reserves the right to render all interpretations and to establish further conditions as may be deemed necessary for the general success of the Show.

2. Show Management reserves the right to decline, prohibit or expel any exhibit which in its judgment is out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, etc.

3. Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the exhibitor's booth and no part of any exhibit or product may extend into any aisle. Exhibitors agree not to show or exhibit products outside the South Point Hotel & Casino. No exhibitor shall so arrange his exhibit so as to obscure or prejudice adjacent exhibitors in the opinion of Show Management. No exhibitor may assign or sublet any part of his assigned space. Exhibitors are prohibited from breaking down their exhibit space display prior to 5 pm on the last day of the show. If an exhibitor breaks down early, it will forfeit its position in the following year's Order Assignment system.

4. Exhibitors shall be responsible for and bound by all pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the exhibit facility, the property or products of the exhibitor or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the show is held.

5. REFUND POLICY - Exhibitors canceling more than 120 days before the opening day of the Show shall forfeit 50% of the total rental contracted for - less than 120 days but more than 60 days shall forfeit 75% and there shall be no refund if exhibitors cancel less than 60 days before the Show. Cancellation requests MUST be in writing and any refunds will be calculated based on the date the request was RECEIVED by Show Management and based on 100 percent payment of the booth rental fee has been received by show management.

6. The Show provides security guards. However, attention is called to the necessity for insurance covering all risks (liability, fire, theft, damage, etc.) on your exhibit from the place of shipment to the exhibition facility and return, including the period during which the materials remain in the exhibition. The Show assumes NO responsibility for the safety of the properties of the exhibitor, its officers, agents or employees from theft, damage,

and the Exhibitor expressly agrees to save and hold harmless the Sponsor, Show Management, and their management's agents and employees from any and all liability resulting from injuries or damage by fire, accident or any other cause whatsoever, to exhibitors, their agents employees, and attendees, persons and or properties in connection with the exhibitor's use of the exhibit space.

7. It is agreed that if the exhibitor fails to comply in any respect with the terms of this agreement, then Show Management shall have the right, without notice, to sell or to offer for sale the exhibit space covered by this contract, said exhibitor to be liable for any deficiency, loss or damage suffered by the Show by reason of the premises stated, which loss or damage the exhibitor agrees to pay the Show upon demand together with reasonable expenses and costs incurred by reason thereof.

8. It is further agreed that actual occupation of the exhibit space by an exhibit is the essence thereof, and that should the Show be unable to effect the sale of the space as herein provided, the Show is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interests of the Show, without any rebate or allowance whatsoever to the exhibitor and without in any way releasing said exhibitor from any liability here under, and said exhibitor expressly agrees to pay the Show the full sum as herein set forth.

9. Exhibitor agrees that whenever an attorney is used to obtain payment due here under, an attorney's fee of 30% of the sums due shall be payable by the exhibitor as and for reasonable attorney fees. This agreement shall be governed by the laws of the State of New York.

10. The Sponsor or Show Management will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the exposition, or for any cause beyond their control. It will, however, in the event of its not being able to hold the exposition for any of the above named reasons, reimburse exhibitors on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, sales expenses, operating costs, etc.

11. No exhibitor will be allowed to photograph with a camera, cellphone or other photographic/video recording equipment to reproduce another exhibitor's booth graphically, nor record interviews with other exhibitors or show attendees without written permission from show management. All requests to do so must be submitted in writing prior to the opening of the show.

12. Show Management shall have the full power in the interpretation and enforcement of all rules and regulations contained herein, and the power to make such amendments thereto and such further rules and regulations as it shall consider necessary for the proper conduct and success of the Show.