

SPACE APPLICATION FOR THE

For Office Use Only

_____ Show
 To be held _____ Thru _____ Yr ____
 at _____

| | | |
|------------|----------------|--|
| Contract # | Space Assigned | |
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DISPLAYER INFORMATION EXHIBITOR INFORMATION

| | |
|---|--|
| Mail Exhibitor Information To: Company Name | Mail Billing Information To: Company Name |
| Contact Person (Title) | Contact Person (Title) |
| Address | Address |
| City/State/Zip | City/State/Zip |
| Office/Cell Telephone Number Fax () () () | Office Telephone Number Fax () () () |

| Space # Choices | | | | | | |
|-----------------|-------------------------|--------------------|--|----|----|----|
| Contract Total | Deposit Required / Date | Balance Due / Date | | #1 | #2 | #3 |
| | | | | | | |

POWER; YES NO (Must be Pre-ordered)

We will be exhibiting the following (Be Specific): _____

The undersigned hereby request **Creative Marketing**, to reserve space for the undersigned's use in the display area of the exhibition. Subject to conditions on the reverse side of this application which we accept herewith and agree to the conditions and terms thereof.


We agree to pay the sum of \$_____ for _____ square feet of display space fifty percent (50%) of which accompanies this application as a deposit to hold space, the balance to be paid no later than thirty (30) days prior to show date.

This contract is not valid until signed by a duly authorized official of **Creative Marketing** and is subject to cancellation if, for any reason, the said application is not approved. The management reserves the right to reject any application. All space must be decorated to the satisfaction of the management. PLEASE READ THE RULES ON THE REVERSE, THEY ARE A PART OF THIS CONTRACT.

Make checks payable to:

Creative Marketing
 1270 Trotting Horse Lane, Missoula, MT 59804
 Office: (406) 728-1916, Fax: (406) 251-1292
 Website: www.creativemarketingtradeshows.com

- CHECK #
- CASH

| | | |
|--|---------------------------------------|-------------------|
|  | Authorized Signature, Title | Account Executive |
| | Accepted by Creative Marketing | Date Accepted |

SHOW TERMS AND CONDITIONS

1. EXHIBIT HOURS: Exhibitors will be admitted to the exposition center one hour prior to the daily show opening time. All exhibits must be in place and completely decorated 2 hours prior to the time the show opens to the public. Exhibits cannot be dismantled or removed until after closing time on the last day of the show. Exhibitors will be notified not less than 14 days before show date of the specific times and dates for move-in and move-out.

2. RULES FOR EXHIBIT:

A) **DELIVERY OF EXHIBITS** - The earliest date exhibits may be delivered to the exposition center will be 8 a.m. the day prior to the show opening. Please instruct your carriers that the shipment is to be held for delivery until this date.

B) **SIGNS** - No signs, partitions, apparatus, shelving, etc.. may extend more than 8 feet above the floor along the rear of the booth unless prior arrangements have been made with the show management. All signs must be visible only from the front of your booth, no signs may project over the rear of your booth area. No signs, banners, handouts, posters, ect. may be exhibited for any business other than the one on the front of this contract.

C) **LIABILITIES** - The exhibitor is entirely responsible for the space leased by him and shall not injure, mar, or deface the premises, and the exhibitor shall not drive nor allow to permit to be driven any nails, hooks, tacks, screws, etc. in any part of the expo center's equipment. Furthermore, exhibitors shall not attach to the wall any advertisements, signs, etc. by the use of scotch tape, masking tape or any other adhesive type materials on painted surfaces. Automobiles, trucks or similar vehicles shall have a drip pan or protective material under them to safeguard against oil stains, dirt, etc. The exhibitor agrees to reimburse the management and/or the exposition center for damage or loss of the premises or the equipment of either occurring by the exhibitor leasing space in this exhibition.

D) **AISLES** - Aisles, passageways and overhead spaces remain strictly in the control of the management, and no signs, decorations, banners, advertising materials, or special exhibits will be permitted in them except by special written permission of the show management. All exhibits and personnel must remain in their own confines of their booth spaces, and no exhibitor will be allowed to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of any other exhibitor.

E) **SPACE** - The space contracted for is solely for the use of the exhibitor whose name appears on the front side of this contract, and it is agreed that the exhibitor will not sublet or assign any portion of the same without the written consent of the management. No signs, brochures, handouts, printed material or any type may be exhibited in this space advertising any other business other than the one listed on the front side of this contract. In the event the exhibitor fails to occupy or use his space or to have an exhibit completed and in place 2 hour prior to the opening of the show, he forfeits his rights to the space and also prepaid rentals, and upon demand will pay any rent balance owed to the management. It is understood and mutually agreed that no oral modification of this contract any way changes the terms and conditions of this agreement. It is understood that the management will make every effort to assign the exhibitor the particular space he requested. The management has the right to make the final assignment at his own discretion and to alter the location if and as necessary, in order to create a more effective exposition.

F) **CANCELLATION POLICY** - If exhibitor desires to cancel his contract at least 60 days prior to the show, his deposit, minus a \$25 cancellation fee, will be refunded. If an exhibitor desires to cancel his contract after 60 days prior to the show, but before 30 days to the show, his contract will be voided but no refund will be made. If an exhibitor cancels his contract within 30 days before an event, the full amount of the contract will be due and the exhibitor agrees to pay same to the management, unless the show is sold out, in which case deposit money will be refunded to the exhibitor. This policy is in keeping with the policies set forth by the National Trade Show Exhibitor's Association.

G) **DEPOSIT** - All reservation deposit money shall be retained by the management in case the exhibitor fails to fulfill his contract. No display will be allowed to leave the exposition center unless the space occupied by said display is paid in full. If said exhibitor fails to pay rental as specified in this contract, this shall entitle management to take possession of all merchandise and/or materials in the exhibit displayed by the exhibitor and to retain some security for such unpaid rental. Management shall have the right to dispose of the same without notice to the exhibitor in such a manner as it deems appropriate, whether by sale or otherwise. Any sale proceeds shall be retained by the management in payment of expenses incurred in disposing of such property and in payment of unpaid rental. Any overplus shall be distributed to the exhibitor.

H) **FOOD SALES** - Exhibitor's sales or gifts of food and beverages for consumption in the expo center may be made only by written permission of the management.

I) **PROJECTORS** - The use of projectors and other apparatus must conform to the local regulations in effect with the city and building in which the exhibit is being held. The noise level of the projector must not be heard across the aisle from you.

3. RESTRICTIONS: The show manager reserves the right to restrict or remove exhibits without refund if they have been falsely entered or may be deemed by the management unsuitable or objectionable. This restriction applies, but is not limited to noise, PA systems, persons, animals and other things, conduct printed matter, or anything of the character that might be objectionable to the show or the management.

4. All exhibits must comply with city ordinances in relation to fire marshal instructions. For any information regarding this portion of the contract, contact the fire marshal's office.

5. ELECTRICITY: 120 and 208 volts single or three phase is available. Each booth is furnished with one fuse 120 volt duplex receptacle outlet of up to 500 watt capacity without charge. If more than 500 watts of power are drawn at any time, the excess of the 500 watts furnished is subject to charge. All electrical connections shall be equipped with a ground connector. For any additional electrical requirements, contact the show electrical contractor.

6. RUNNING OF ENGINES: Oil, gas, or diesel engines may be operated only with the consent of the management and must conform with city ordinances and regulations of the fire marshal.

7. INSURANCE AND LIABILITY: Neither the management nor the exposition center shall be responsible for loss or damage incurred by the exhibitor by any cause whatsoever. The small and valuable material should be packed away each night. If theft insurance is desired, it must be obtained by the exhibitor. The exhibitor agrees to protect and save harmless the show management and show exposition center against any and all claims for loss, injury, or damage to persons, property arising from the activities of the exhibitor, his agents, employees or guests, to defend the management and the exposition center against any and all such claims, to reimburse and indemnify the management and expo center for any loss, damage, or payment suffered thereby. The exhibitor agrees to carry and maintain at all times during the term thereof, general liability insurance in the amount of \$300,000 Bodily Injury, which shall cover injury to persons and damage to property. \$600,000 Property Damage and to provide management with written evidence thereof. The exhibitor agrees to comply with all city, county, state or federal laws and to save and hold management harmless therefrom.

8. LITIGATION: If a suit or action is filed regarding this contract, the exhibitor promises to pay the management costs and reasonable attorney fees in such a manner as set by the court. If management engages service of legal council to enforce or interpret the terms of this contract, management has the right to recover costs, expenses and fees whether suit is filed or not.

9. MERCHANDISE REMOVAL: No merchandise will be permitted to pass out of the expo center without a standard removal order signed by the management during the life of the show. No exhibits or part of the exhibit may be removed until after the closing hours of the last day of the show. At this time the exhibitors shall remove all small and valuable items from their displays. All merchandise must be removed from the building as per instructions in the event move in bulletin.

10. TERMS AND CONDITIONS: This contract contains all the terms and conditions agreed on by the parties hereto and no other agreement, oral or otherwise regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

No Agency/Partnership: The parties understand and agree that exhibitor is an independent contractor and is not an employee, joint venturer or partner with management. The parties understand and agree that the act of each party hereto is the individual act of that party and that neither part shall be deemed to be the employee, agent, representative, or partner of the show.

11. LICENSES - Any and all licenses, city, county, state or federal, inspections or permits required by law of any exhibitor in the installation or operations of his display shall be the sole responsibility of the exhibitor at his own expense prior to the opening of the show.

12. LOTTERIES - Exhibitors shall not engage in any activity during the show in the nature of a raffle, lottery, etc. unless and until the management has given its specific written approval of said activity.

13. RIGHTS OF THE MANAGEMENT: Management shall not be liable for any damages or other expenses that are incurred by the exhibitor in any event that the show is delayed, interrupted, or not held as scheduled. For any reason whatsoever and if for any reason beyond the control of the management the show is not held, management may retain so much of the money paid by the exhibitor as is necessary to pay expenses already incurred by the management.