

brand.at THE SAAC SHOW  
EXHIBIT SPACE CONTRACT

Long Beach, CA • Event August 4-5, 2010 • Long Beach Convention Center



Contact Name \_\_\_\_\_ Company Name \_\_\_\_\_ PPAI # \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ ZIP/Postal Code \_\_\_\_\_  
( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**SHOWCASE BOOTH SPACE AND CALCULATIONS**

**Booth Includes:**

Back drape and side drape (for linear booths only), booth sign, booth carpet, (if ordered by deadline) and first night booth cleaning. One (1) standard 500w outlet included.

**Space Choices**

We request the booth(s) listed below. If our choices have already been allocated, we request PPAI assign what it considers to be the best space(s) available.

Choice 1. \_\_\_\_\_ Choice 2. \_\_\_\_\_

Choice 3. \_\_\_\_\_ Choice 4. \_\_\_\_\_

Please locate me at a distance from the following companies:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Please list the group name if your company is being assigned with a group.

\_\_\_\_\_

**Booth Cost Calculations**

Fees are based on your total square footage. Exhibit space is sold in 100 sq. ft. increments, except as noted on floorplan. Special booth configurations are charged a fee in addition to the standard exhibit space fee.

**Special Booth Configuration (please check all that apply)**

- Corner**-\$100 (corner booth is defined as a booth exposed to an aisle on two sides.)
- Island**-\$400 (400 sq ft min.)
- Extended Height**-\$100
- Hanging Sign**-\$250 (Only if booth is an Island, Peninsula, or Aisle Span)

**CALCULATE YOUR BOOTH COST**

**PLEASE NOTE: INITIAL SPACE ASSIGNMENT DEADLINE IS APRIL 5, 2010**

\_\_\_\_\_ Booths at \$1,250\* \$ \_\_\_\_\_ (A)  
Special Booth Configuration Fee \_\_\_\_\_ (A) x \_\_\_\_\_ \$ \_\_\_\_\_ (B)  
Special Booth Configuration Fee \_\_\_\_\_ (A) x \_\_\_\_\_ \$ \_\_\_\_\_ (C)  
Booth Space Total Cost (A+B+C) \$ \_\_\_\_\_ (D)

**This amount is due in full upon submission of your contract. Booth space will not be assigned without payment in full.**

**PAYMENT INFORMATION**

**Check (make payable to PPAI):**

Company Name On Check \_\_\_\_\_ Check number \_\_\_\_\_ Check date \_\_\_\_\_ Check amount \_\_\_\_\_

**Credit Card Payments:**  VISA  American Express  MasterCard

Name as it appears on the card \_\_\_\_\_ Card number \_\_\_\_\_

Authorization code \_\_\_\_\_ Expiration date \_\_\_\_\_ Signature \_\_\_\_\_

**NOTE:** Signing this contract authorizes PPAI to charge the above credit card for Booth Space and Promotional Opportunities in full. Must be an exhibitor to sponsor. I/we understand this application becomes a binding contract when accepted and signed by PPAI. I/we agree to abide by the rules and regulations published on this form, the Exhibitor Service Manual and subsequent additions.

Exhibitor's Signature \_\_\_\_\_ Date \_\_\_\_\_ Name \_\_\_\_\_ Accepted by PPAI \_\_\_\_\_

**Please Return Contract With Full Payment To:** 3125 Skyway Circle N., Irving, TX 75038-3526 • 888-492-6890 phone • 972-258-3003 fax

# brand. at THE SAAC SHOW • RULES AND REGULATIONS

## 1. DEFINED TERMS

The term "Event" means brand., scheduled to be held at The SAAC Show ("Show") to be held on August 4 – 5, 2010 (the "Event Dates") at Long Beach Convention Center (the "Exhibit Facility"). The Event is owned, produced and managed by Promotional Products Association International ("PPAI"). As used hereinafter, the term "PPAI" means, collectively, PPAI, and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by PPAI in the manner stated below and (ii) each of its officers, directors, employees, contractors, agents, representatives and/or invitees, as applicable.

## 2. PURPOSE

The primary purpose of the Event and PPAI-sponsored shows is to provide distributors exposure to suppliers' promotional products, premiums and business gifts and to provide appropriate educational forums and opportunities. The secondary purpose of PPAI sponsored shows is to provide distributor principals and their qualified designees and other members exposure to members' business services and products that facilitate and enhance the supply chain of suppliers' products through distributors to end users. Excluded from this purpose are the sellers and/or lessors of manufacturing equipment, machinery, parts or materials used in the production or decoration of a product. Machinery can be exhibited only if the purpose is to show how products are decorated or imprinted. However, no machinery may be exhibited unless it meets the above guidelines and has express permission from PPAI before the show. PPAI reserves the right to decline any request if it is not in the best interest of the show and the surrounding exhibitors. This includes, but is not limited to, machinery with rapidly moving parts, machinery with exposed lasers or machinery that is extremely large. Functionally, members qualified under the secondary purpose would be allowed to exhibit in a designated area, with hours that are concurrent to the show. Exhibit location within these areas is based on the traditional priority point system.

## 3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of PPAI. Evidence of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The final exhibit space and/or location may be different from the Exhibitor's requests.

## 4. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither PPAI nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither PPAI nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

## 5. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to PPAI), and hold PPAI, Exhibit Facility and SAAC harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) a breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

## 6. LIMITATION OF LIABILITY

Under no circumstances shall PPAI, SAAC or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall PPAI's maximum liability under any circumstance exceed the amount actually paid to PPAI by Exhibitor for exhibit space rental pursuant to this contract. PPAI makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

## 7. QUALIFICATIONS OF EXHIBITOR

PPAI, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to supplier and Business Services Exhibitors, who are in good standing with the Association and current in payment of dues and all other charges invoiced by the Association. PPAI reserves the right to restrict or remove any exhibit which PPAI, in its sole discretion, believes is objectionable or inappropriate.

## 8. ASSIGNMENT OF SPACE

Initial assignments of space will be determined by space allocation. An historical priority points list governs the order in which companies will be assigned exhibit space. However, only companies returning the signed contract by the designated deadline dates as determined and published by PPAI are eligible to participate in priority space assignment. Following the space allocation, space will be assigned on a first-come, first-serve basis. Exhibit space shall be assigned by PPAI in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events. No exhibitor can take

more than 50% of the available booths in the designated business services or promotional products exhibit areas. PPAI reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to, or during the Event, if PPAI, in its sole discretion, determines that to do so is in the best interest of the Event.

## 8.1. SPACE ASSIGNMENT FOR GROUPS

Exhibitors that are not affiliated by common ownership who want to exhibit in a group will be assigned space based on an average of all their priority points.

## 8.2. SPACE IN MULTIPLE LOCATIONS

In priority point order, each exhibitor is allowed to select one contiguous booth location on the show floor. Upon completion of the initial space allocation, exhibitors will have the opportunity to secure additional non-contiguous exhibit space.

## 9. CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to the PPAI with evidence of receipt. If written notice of cancellation is received after April 5, 2010, all paid exhibit fees and promotional opportunity fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to April 5, 2010, Exhibitor will be liable for 50% of the total exhibit fees and 100% of promotional opportunity fees. Please note that the marketing of the promotional opportunities ceases on the date of the cancellation. This amount is considered to be liquidated and agreed upon damages, for the injuries the PPAI will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the PPAI to sustain damages. In this situation, the PPAI's damages will be substantial, but they will not be capable to determine with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. PPAI reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

## 10. CANCELLATION BY PPAI

If Exhibitor fails to make a payment required by this contract in a timely manner, PPAI may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. PPAI reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to PPAI. PPAI is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. PPAI may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on PPAI's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

## 11. CANCELLATION OF THE EVENT

If PPAI cancels the Event or SAAC cancels the Show due to circumstances beyond the reasonable control of PPAI (such as acts of God, acts of war, governmental emergency, labor strike, actions by SAAC and Exhibit Facility that may be deemed detrimental to the Event, or unavailability of the Exhibit Facility), PPAI shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of PPAI to Exhibitor. PPAI reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If PPAI changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but PPAI shall assign to Exhibitor, in lieu of the original space, such other space as PPAI deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If PPAI elects to cancel the Event other than for a reason previously described in this paragraph, PPAI shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of PPAI to Exhibitor.

## 12. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by PPAI. If Exhibitor fails to install its display in its assigned space by 5:00 p.m. on Tuesday, August 3, 2010, or leaves its space unattended during Exhibit hours, PPAI shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by PPAI.

## 13. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to PPAI a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in PPAI promotional materials. PPAI shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. PPAI may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any PPAI promotional purpose.

## 14. CARE OF EXHIBIT FACILITY

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

## 15. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

## 16. INSURANCE

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below, as well as any additional event specific insurance to be outlined in the Exhibitor Service Manual:

- Workers' Compensation and Employer's Liability insurance complying with all federal laws and laws of the state in which the Event is being held;
- Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);
- Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automobile Liability insurance policies shall name as insureds PPAI, SAAC and each of its subsidiaries, Long Beach Convention Center, SMG and the City of Long Beach, their officers, agents and employees. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to PPAI, shall be furnished to PPAI thirty (30) days before the first day of the Event. Certified copies of the Certificate of Insurance or policies shall provide that they may not be canceled without 30 days' advance written notice to PPAI.

## 17. COPYRIGHTED MATERIALS

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

## 18. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

## 19. ADDITIONAL TERMS AND CONDITIONS

PPAI has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, PPAI in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of PPAI. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

## 20. EXHIBITOR SERVICE MANUAL

Approximately 90 days from the Event, PPAI will post an Exhibitor Service Manual on our show website. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

## 21. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by PPAI in its sole discretion. PPAI may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by PPAI as soon as these additional rules or regulations are communicated to Exhibitor. Exhibitor agrees to comply with all applicable provisions of the Show and will not do anything that constitutes a violation of any part or condition of the Show. This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by PPAI from time to time states the entire agreement of the parties with respect to the subject matter hereof.

### Priority Points

PPAI Expositions will use the most current priority point status of all exhibiting supplier members for the initial space assignment on April 5, 2010.

### Space Assignment

Contracts will be mailed to all exhibitors on the same date. All contracts will be placed in priority point order and assigned. Exhibitors that have common ownership will be assigned based on the highest number of priority points within the common ownership group. Exhibitors not affiliated by common ownership who wish to exhibit together will be assigned space based on average of all priority points.

### Multiple Booth Locations

Upon completion of the initial space allocations—to include all priority point groups—exhibitors will have the opportunity to secure additional non-contiguous exhibit space.

### Signature on Contract

Please sign your contract on the Authorized Signature line.