

# The Decorative Arts Show including The Faux Event

## EXHIBITOR CONTRACT for SPACE

Tradeshow: Wednesday, September 10 & Thursday, September 11, 2008  
Atlantic City Convention Center • Atlantic City, NJ

**1. Company Information: Important:** Confirm that company name below is exactly as you want it to appear on booth sign and/or in show directory. (Booth sign must be ordered in advance from order form in service kit.)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Website \_\_\_\_\_ E-Mail \_\_\_\_\_

Show Contact \_\_\_\_\_ Title \_\_\_\_\_

Accounting Contact \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

\*All rights remain with **NBM SHOWS** until such time as Exhibitor has made payment in full and contract has been accepted in writing. By signing this contract, I herewith agree that I have read and understand the terms and conditions contained on the reverse side thereof, along with **NBM SHOWS** Rules & Regulations.

### 2. Make Your Booth Selection:

- a. Preferred Booth Number: \_\_\_\_\_
- b. Second Choice: \_\_\_\_\_

### 3. Booth Configuration, Size and Location:

- a. Preferred Booth Configuration:  
 Island     In-line     Corner/Prime
- b. Booth Size: \_\_\_\_\_ (total sq. ft.)

Please locate our booth near: \_\_\_\_\_

Please locate our booth away from: \_\_\_\_\_

### 4. Exhibit Rates:

- 100 sq. ft. . . . . \$1,595
- 400 sq. ft or more . . . . . \$15.00 per square foot
- Prime/Corner fees: \$100 additional per booth for booths up to 300 sq. ft.

### 5. Calculate Rate;

- a. Booth Cost: (see #4 Exhibit Rates for cost calculations.)
- b. # Corner spaces \_\_\_\_\_ X \$100 = \_\_\_\_\_
- c. Total: \_\_\_\_\_

**6. Payment Information (credit card or check):** Twenty percent (20%) due to **NBM Shows** upon receipt of contract; balance due to **NBM Shows** 90 days before beginning of event. By signing below, I authorize **NBM Shows** to charge the listed credit card for exhibit space as due.

Amex     Discover     Visa     Master Card

Total Amount Authorized: \$ \_\_\_\_\_

20% Deposit Authorized: \$ \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Cardholder Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

### 7. Return Information:

#### FAX/PHONE

fax: (303) 465-3424  
ph: (800) 669-0424  
email: ttaylor@nbm.com

#### MAIL

NBM Shows  
PO Box 1416  
Broomfield, CO 80038



## TERMS AND CONDITIONS

1. **PAYMENTS.** Exhibitors with payments due will not be permitted to move in to the exhibit hall and failure to meet payment deadlines, as set forth in this agreement will constitute breach of contract. Payments by check must be received by **NBM Shows Management** prior to 90 days of the scheduled show date. NBM, Inc credit terms apply.
2. **GENERAL. NBM Shows Management** herein grants a revocable license to use the exhibit space assigned subject to the terms and conditions set forth in this contract. **NBM Shows Management** makes no representations or warranties except as expressly set forth herein.
3. **REGULATIONS.** Exhibitor agrees to abide by all pertinent City, State and Federal laws, ordinances, fire and safety codes and by all pertinent regulations for the exhibit hall as provided to Exhibitor.
4. **EXHIBIT DESIGN.** Exhibits must be designed, constructed and operated in good taste and in accordance with the best interests of the **NBM Shows Management**, which **NBM Shows Management** will have the sole discretion to decide and approve. **NBM Shows Management** has the right to prohibit the installation or operation of any exhibit not meeting its standards of quality, or which in its sole discretion, **NBM Shows Management** deems not in the best interests of the NBM Shows.
5. **EXHIBIT READINESS.** Exhibit will be set up, complete and clean at least one hour prior to the opening of each show day, and will be open during all published show hours. Unless the exhibit is approved by **NBM Shows Management** as a non-staffed exhibit. Exhibitor agrees to have personnel staff exhibit during all published show hours.
6. **SALES ACTIVITY.** Exhibitor agrees that all business activities; circulars, advertising matters, etc. may only be conducted and/or distributed within the exhibit space assigned to the Exhibitor. Such materials may not be distributed in other areas of the show. Selling or order taking anywhere other than in the exhibit space or areas specifically designated for such activities is strictly prohibited.
7. **CONFLICTING ACTIVITY.** To safeguard the rights of all exhibitors and **NBM Shows Management** interest in maximum audience attendance during all scheduled events, there shall be no additional programmed activity (including private parties, tours or other activities) which may deny other exhibitors full exposure to the attendee.
8. **CASH SALES.** Exhibitor agrees that all cash sales made during the show will be duly reported in accordance with the Sales Tax regulations of the State and City in which the show is held.
9. **INSURANCE.** Exhibitor accepts total responsibility for his exhibit and its safety in relation to fire, robbery, accident or other destructive cause, and to injury to the public which might occur within the confines of the exhibit or injury to Exhibitor or his employees or agents while on the Show grounds. Insurance which Exhibitor may desire to cover such contingencies will be placed by Exhibitor at own expense. **NBM Shows Management** recommends that all your merchandise, equipment and other materials are fully insured against fire, theft and all risks from the time of pick-up until return to your business.
10. **SECURITY.** **NBM Shows Management** will exercise all reasonable diligence in protecting property of Exhibitors, but **NBM Shows Management**, the Service Contractor nor the Convention facility will be responsible for articles lost by fire, theft or mysterious disappearance.
11. **CREDENTIALS.** Credentials (badges) will be issued to qualified exhibit attendants. Misused or transferred passes will be confiscated by **NBM Shows Management**. Exhibitors will be required to wear a badge at all times while in the exhibit hall, and may not gain entry to the show without the appropriate badge. Lost badges may be replaced at the EXHIBITOR REGISTRATION COUNTER with proper identification.
13. **REMOVAL OF QUESTIONABLE PERSONS.** **NBM Shows Management** reserves the right to stop or remove from the show any person or persons, including exhibitor personnel, who are in violation of the Terms and Conditions of **NBM Shows Management**, or for the performance of any act or practice which, in the opinion of **NBM Shows Management**, or for the performance of any act or practice which, in the opinion of **NBM Shows Management** is detrimental to NBM Shows. Expelled Exhibitors shall not be entitled to any proration or refund of monies paid.
14. **SUBLETTING PROHIBITED.** Exhibitor agrees he will not sublet, reassign or apportion space in any way. Two or more firms may not exhibit in the same space, except with written prior approval by **NBM Shows Management**.
15. **DAMAGES.** Exhibitor agrees that he will be fully responsible for the payment of any damage charges assessed by the Exhibit Hall for failure to observe the rules and regulations for exhibit construction and operation.
16. **MOVE OUT.** **NBM Shows Management** and/or the exhibit hall will have a lien upon any and all materials not removed from the exhibit hall within the time designated in show manual, and will have the right to remove and store such material at the expense of Exhibitor and to sell such materials as are unclaimed within thirty days with full payment of such expenses incurred for removal and storage.
17. **SPACE ASSIGNMENT.** **NBM Shows Management** reserves the right to assign all space locations and to make such changes prior to show move-in as may become necessary, consistent with good management practice.
18. **FAILURE TO COMPLY.** Should Exhibitor fail to comply in any material respect with the terms and conditions of this agreement, then the payments made to the time of the breach shall be retained by the **NBM Shows Management** as liquidated damages, and **NBM Shows Management** shall have the right to reassign contracted space without further notice or make such use of space as **NBM Shows Management** deems to be in the best interest of **NBM Shows Management**.
19. **INDEMNIFICATION.** It is expressly agreed that neither **NBM Shows Management**, the Service Contractor(s) nor the Convention facility shall be liable or held accountable for any losses, damages, or injuries which may be sustained or incurred by any person whomsoever, who may be on the premises reserved by or assigned to an exhibitor, or watching, observing or participating in any demonstration or exhibit of any exhibitor, including (but not limited to) any agent, employee or representative of an exhibitor. The exhibitor expressly agrees that he will hold, keep and save harmless and indemnify **NBM Shows Management** from any and all such claims.
20. **SHOW CANCELLATION.** Should acts of God, strikes, work stoppage or any other cause not within the control of **NBM Shows Management** make it impossible for the show to be held or the particular exhibit area to be occupied by the Exhibitor, then **NBM Shows Management**, its officers and employees are jointly released from any and all claims which may arise in consequence thereof. **NBM Shows Management** shall determine and refund to Exhibitor his proportionate share of applicable payments for exhibit space received in accordance with accountable expense incurred. In no event shall **NBM Shows Management** be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes.
21. **ALTERATION OF AGREEMENT.** It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both **NBM Shows Management** and the Exhibitor.
22. **AUDIO VISUAL EQUIPMENT/MUSIC.** The use of audio visual equipment shall be permitted only in exhibit space and in such intensity as it does not interfere with the activities of neighboring exhibitors. Exhibitors who wish to use any music (tapes, records, CDs, the radio, etc.) which may be governed through ASCAP, BMI, other person(s) or other agencies, must be properly licensed by such person(s) or organization, authorizing use of the music.
23. **NOISE AND ODORS.** Any devices which project sound must be tuned to conversation level. Noisy or obstructive work will not be permitted during exhibit hours, nor will loud operating displays or exhibits producing displeasing odors be allowed.
24. **REFUNDS/CANCELLATIONS.** In the event contracted space is canceled or released within 30 days of the beginning of the scheduled show date, as specified herein, NBM Shows may, at its discretion, retain as an administrative fee, ALL or PART of such exhibit payment.
25. **POWER TO INTERPRET.** **NBM Shows Management** shall have the full power in interpretation and enforcement of all terms and rules contained herein, and such further rules and regulations as it shall consider necessary for the proper conduct of the **NBM Shows Management**.
26. **SHOW RULES.** Exhibitor agrees to make any official rules of **NBM Shows Management** part of this contract and agrees to abide by such rules, including, but not limited to such items as booth display guidelines, signage, covered and two-story exhibits, etc. Receipt by NBM Shows of Exhibitor monies for space rental (with or without an authorized signature) constitutes agreement of this contract and Show Rules.
27. **UNION LABOR AND WORK AGREEMENTS.** Exhibitor agrees to abide by all Union labor and work agreements. Specific questions can be addressed to **NBM Shows Management** in advance of the show and/or on-site at the Exhibitor Service Center.