



# 32<sup>nd</sup> BCA CONSTRUCTION & DESIGN EXPO

## ■ EXHIBITOR BOOTH APPLICATION & AGREEMENT ■

This application for booth space is made in the name of the following company, hereinafter referred to as the "Exhibitor", for exhibit space in the **32<sup>nd</sup> BCA Construction & Design Expo** to be held at War Memorial Coliseum Exposition Center **March 4 & 5, 2009**, under the direction and management of the Building Contractors Association of Northeast Indiana, hereinafter referred to as "Management."

- **Exhibitor Information:** For administrative items. Updates for directory listing will be offered in exhibitor service kit.

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State, ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Describe Products and/or Services to be Displayed: \_\_\_\_\_

- **Booth Location & Cost:** Refer to the floor plan and pricing schedule contained in the official show brochure.

Exhibitor applies for (qty.) \_\_\_\_\_ 10'x10' booth(s) or Block \_\_\_\_\_ (area = \_\_\_\_\_) and agrees to pay \$\_\_\_\_\_ as established in the official show prospectus for one of the following exhibit locations. [List booth or block number(s)]. Twelve booths maximum per company.

**1st Choice:** \_\_\_\_\_ **2nd Choice:** \_\_\_\_\_ **3rd Choice:** \_\_\_\_\_

Management reserves the right to assign or change booth locations in the overall best interest of the 32<sup>nd</sup> BCA Construction & Design Expo and other exhibitors. Booths will be assigned based on the date applications are received with priority given to 2008 exhibitors.

- **Advertising Package:** Refer to official show prospectus for package benefits. Final artwork due by January 23, 2009.

Exhibitor authorizes an additional \$175 to cover cost for an Advertising Package (savings of \$25 off regular cost).

- **Contract Deposit:** Exhibitor agrees to submit a deposit per the contract deposit schedule at the time the agreement is submitted to Management and agrees to remit remaining balance in full by January 2, 2009.

**Contract Deposit Schedule:**

| <u>Date of Contract Submission</u> | <u>Deposit Amount</u>   |
|------------------------------------|-------------------------|
| Before October 1, 2008             | 25% of total booth cost |
| October 1 to December 31, 2008     | 50% of total booth cost |
| After January 1, 2009              | Total Booth Cost        |

(Note terms regarding cancellation of space and refunds on back.)

**Deposit Payment Method** (contract balance to be paid by check):

Check or Money Order Enclosed. Amt \$ \_\_\_\_\_  
 Credit Card: MC / VISA (accepted for depository) Amt \$ \_\_\_\_\_  
 Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_  
 Name on Card: \_\_\_\_\_  
 Card Billing Address (Street or PO): \_\_\_\_\_  
 ZIP \_\_\_\_\_ Security Code (last 3 digits by signature): \_\_\_\_\_

**Sign and Return Both Copies With Deposit To:**

**Building Contractors Association • 536 W. Cook Road • Fort Wayne, IN 46825**

The yellow copy will be returned with your confirmed booth location and management signature below.

Exhibitor agrees to abide by all rules and regulations governing this show as established by Management and the Allen County War Memorial Coliseum as outlined in the General Rules and Regulations for Exhibitors contained on the back side of the agreement and as may be amended from time to time. **Individuals signing below represent that each is authorized to bind his or her party to this agreement.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**For Management Use**

Booth Assignment: \_\_\_\_\_ Booth Cost: \$ \_\_\_\_\_

Management Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_, 20 \_\_\_\_\_

## General Rules and Regulations for Exhibitors

**Installation of Exhibits.** Move-in will be Tuesday, March 3 with assigned move-in times based on booth location. All exhibits must be installed by 9:00 a.m. Wednesday, March 4, 2009, at which time Management will make an inspection. Space unclaimed by the opening hour is subject to reassignment without refund of any rental paid. Management assumes no responsibility for including name of the absent Exhibitor in show promotions. Exhibitor will comply with all laws of the United States and Indiana and all ordinances of the City of Fort Wayne and Allen County and specifically all safety and health ordinances regarding installation/operation of equipment.

Exhibitor will not begin dismantling the display until close of show Thursday, March 5 at 8:00 p.m. Move out will be 8:00 p.m. until 10:00 p.m. March 5 and 7:30 a.m. to 10:30 a.m. March 6. Charges of \$25 per hour (minimum \$200) will be billed to the Exhibitor for Management's removal of any exhibits remaining after 11:00 a.m. March 6.

**Restrictions in Use of Space.** Exhibitor agrees not to assign, sublet or apportion any space allotted to it or to promote for sale goods other than those sold by it in the regular course of business unless approved by Management. The aisles belong to the show, and no exhibit or advertising matter will be allowed to extend beyond the space allocated to the Exhibitor. The booth shall be continuously open to the public and occupied by an agent or employee of the Exhibitor during all show hours. Games of chance, raffles or lotteries are prohibited. No food or beverage shall be served out of the booth without express written consent of on-site caterer, Fanfare, Inc.

**Display Regulations.** All backwalls and displays shall not exceed 8 feet 3 inches in height. Perimeter locations may go to 15 feet in height. Sidewalls may extend forward a maximum of 5 feet from the backwall at 8 feet 3 inches in height and an additional 5 feet at 3 feet high. Machinery and equipment are exempt from height limitations but must be set back a minimum of 2 feet from aisle. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible in adjacent booths. Exhibitor will keep the booth in a slightly condition and agrees to remove excessive amounts of trash and waste materials during show hours. Exhibitor shall pay the cost of all trash removal, sweeping or clean up incurred by Management due to Exhibitor's failure to perform the same.

**Security.** Management will provide regular guard service to cover entrances to the exposition area during non-open hours in addition to security provided by Allen County War Memorial Coliseum. Exhibitors are advised to remove all carry out articles from their display area at the close of the event. Such items are the sole responsibility of the exhibitor. No parties associated with *BCA Construction & Design Expo* will assume responsibility for any loss or shortage.

**Insurance.** Exhibitor will obtain during the term of this lease bodily injury liability and property damage insurance in the minimum amount of \$1,000,000 for bodily injury and \$50,000 property damage, and Exhibitor shall obtain all necessary permits and licenses that may be required by government regulations covering items used in the Exhibitor's booth. All exhibit materials and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents.

**Indemnification.** Exhibitor shall be liable for and shall hold harmless and indemnify Management and Allen County War Memorial Coliseum from and against any liability, claim, loss or damage arising out of any injury or death to any person or any damage to any property resulting from the Exhibitor's use or occupancy of the facility, the Exhibitor's agents, employees, or to Exhibitor's property from any cause whatsoever, and the said Exhibitor releases Management and Allen County War Memorial Coliseum from and agrees to indemnify it against any and all claims for such loss, damage or injury. Further, in the event Management or Allen County War Memorial Coliseum shall be held responsible or liable for any event that might result from the Exhibitor's action or failure to act in any manner whatsoever, the Exhibitor shall indemnify Management and Allen County War Memorial Coliseum and hold Management and Allen County War Memorial Coliseum harmless from liability resulting therefrom.

Exhibitor must surrender the display in the same condition as at the start of occupancy. That if said premises, furnishings or any portion of Allen County War Memorial Coliseum shall be damaged by the act, the default, or negligence of the Exhibitor, Exhibitor will pay to the Management, upon demand, such sum as shall be necessary to restore said premises to their present condition. Exhibitor assumes full responsibility for the character, acts and conduct of persons acting in behalf of Exhibitor.

In the event the War Memorial Coliseum should be destroyed by fire or the elements, or by any other cause, or in case any other circumstances shall make it impossible for Management to permit the premises to be occupied by Exhibitor, then this contract shall terminate and exhibitor specifically waives any claims for damages, except pro rata return paid for space rental less expenses incurred by Management.

**Cancellation of Space.** The Exhibitor shall give written notice. If Management receives the cancellation by December January 2, 2009, the rental cost will be canceled and any deposit refunded in full. On January 2, 2009, exhibitor is responsible for total booth cost irrespective of the reason for cancellation and the Management's right to collect 100% of the total contracted cost will not be altered.

**Remedies.** All amounts due and owing to Management under this Agreement shall be due upon demand, or as otherwise provided by the terms of the Agreement. If the amount due and owing to Management under this Agreement is not paid when due, Management shall have all of the rights and remedies provided by any law or agreement. All accounts unpaid beyond the date payment is due shall bear interest at per annum rate of eighteen percent (18%). The Exhibitor is liable to Management for all reasonable costs and expenses of every kind incurred in the making or collection of amounts due under this Agreement, including, without limitation, reasonable attorneys fees and court costs. These costs and expenses shall include, without limitation, any costs or expenses incurred by Management in any bankruptcy, reorganization, insolvency or other similar proceeding.

**Management Right to Recover.** Any exhibitor activity that results in unexpected or undue charges to Management will be cause for a charge back to the offending exhibitor by Management to the extent of the actual expenses incurred.

**Music Licensing / Photography.** The exhibitor will be responsible for obtaining the appropriate license from ASCAP (American Society of Composers, Authors and Publishers) or BMI (Broadcast Music Incorporated) if they intend to use copyrighted music at their booth. Use of photos or videos of the BCA Construction & Design Expo for commercial purposes other than promotion of the BCA Construction & Design Expo is expressly prohibited unless permission has been granted in writing by Management prior to publication/use.