



# National Conference Services, Inc.

## APPLICATION AND EXHIBIT SPACE CONTRACT

Effective January 1, 2010

# NCSI

This Application and Contract constitutes the entire agreement between **National Conference Services, Inc. ("NCSI")** and your Company ("Exhibitor") and obligates Exhibitor per the terms & conditions of this Contract to pay for and participate in the expositions selected on the **attached Schedule of Events**. The prices set forth in the attached Schedule of Events represent full-priced standard list prices. Any applicable discounts will be reflected on the NCSI invoice and are subject to final audit.

### 1. EXHIBITOR INFORMATION

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

Company Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Address (No P.O. Boxes): \_\_\_\_\_

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

Country: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized Co. Rep. (Print): \_\_\_\_\_

Title: \_\_\_\_\_

### 3. EXHIBITOR INFORMATION PACKET: (Send to if different from above.)

Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

### 4. SELECT METHOD OF PAYMENT

I'm sending a check with this application made payable to NCSI c/o: NCSI, P.O. Box 64466, Baltimore, MD 21264-4466.

Invoice me. P.O.# (pending approval by NCSI) \_\_\_\_\_

Credit Card. Charge the total amount of \$ \_\_\_\_\_ to:

Charge my (✓): [ ] MasterCard [ ] Visa [ ] American Express

Credit Card #: \_\_\_\_\_ Exp.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name on Card (Print): \_\_\_\_\_

Card Billing Address: \_\_\_\_\_

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

**5. EXHIBITOR PROGRAM GUIDE PUBLICATION:** Please e-mail your NCSI Sales Representative a brief description (25 words or less) of your company and product(s) to be listed in the Exhibitor Program Guide.

**6. BINDING CONTRACT:** Exhibitor understands that the events set forth in the **attached Schedule of Events** are events produced by NCSI and agrees to comply with all of the terms and conditions contained herein. Exhibitor further agrees that this Contract is binding upon all parties, their respective heirs, personal representatives, successors and/or assignees and can be amended only in writing by the parties hereto. The Exhibitor agrees that upon acceptance of this Application and Contract by NCSI, with or without appropriate payment, this Application and Contract shall become a legally binding contract; enforceable against the Exhibitor in accordance with its terms. NCSI may, in its sole discretion, assign its rights and liabilities hereunder to a successor-in-interest to NCSI, without the written consent of the parties hereto, provided notice of the assignment is given.

**7. PAYMENT TERMS:** Advance payment is required for premium, international and non-CONUS table top-expositions including NSA, CIA, NRO, DIA, ONI, JFCOM, SPAWAR, Hawaii, Germany, Italy and England. If Exhibitor fails to pay prior to event the Exhibitor will not be allowed to set-up and will be considered a no-show. The Exhibitor will then be liable for the entire amount of the contract. For all other expos the Exhibitor fees will be invoiced by NCSI in the manner outlined in the contract. Payment of invoices is due within 30 days upon receipt of invoice. Invoices not paid within 30 days will be subject to revocation of applicable discounts. Furthermore, Exhibitor agrees to pay all fees associated with collection efforts including court costs, reasonable attorney fees and interest charges at the highest rate allowed by law. NCSI reserves the right to deny exhibit space to any Exhibitor with overdue account balances with NCSI.

**EXHIBITOR Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By the above signature, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. The Exhibitor agrees to be bound by the information and terms on both pages 1 and 2 herein. Acceptance by NCSI required:

**NCSI Use Only**

[ ] New [ ] Established Customer w/ Past Due Bal. \$ \_\_\_\_\_

**Contract Amount:** \$ \_\_\_\_\_

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

### 2. BILLING AGENT CONTACT: NCSI will mail and/or e-mail invoice(s) to:

Billing Agent Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Billing Agent Co. Name: \_\_\_\_\_

Street (No P.O. Boxes): \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

**8. CANCELLATION BY EXHIBITOR:** Exhibitor may cancel any show space for which it has selected/contracted herein provided it does so in writing. **No verbal cancellations will be accepted. No Exceptions.** In order to receive a full credit or avoid any liability for the contracted show space, written notice of cancellation must be received by NCSI no later than:

- 15 days (excluding Federal holidays) prior to the exhibit date for continental U.S. table top exposition,
- 30 days (excluding Federal holidays) prior to the exhibit date for premium, international and non-CONUS table top-expositions including NSA, CIA, NRO, DIA, ONI, JFCOM, SPAWAR, Hawaii, Germany, Italy and England.

Written notice of cancellation received 14 days or less prior to the exhibit date for continental U.S. expos or 29 days or less for premium, international and non-CONUS expos obligates the Exhibitor to pay NCSI 100% of the contractual amount. If the Exhibitor fails to attend an expo for which it has contracted, the Exhibitor will pay NCSI 100% of the contractual amount. When a show is selected with less than 15 days prior to the exhibit date for CONUS expos or less than 30 days prior to the exhibit date for premium, international and non-CONUS expos, the Exhibitor waives its right to cancel and will be liable for full payment of the price for such exhibit. Furthermore, cancellations will affect previously agreed upon discounts, including multi-show or series discounts and Exhibitor will be billed for the additional costs of such exhibits.

**9. CANCELLATION OF SPACE BY NCSI:** Exhibitor's space may be canceled by NCSI for failure to make payments when due, failure to comply with NCSI regulations and/or rejection by the government hosting organization. If space is canceled by NCSI, Exhibitor will be notified in writing. Upon such cancellation, NCSI may lease the canceled space to another Exhibitor at its discretion.

**10. ATTENDANCE:** NCSI makes no representations or warranties with respect to the demographic nature and/or volume of Exhibitors and/or attendees at any NCSI event. Exhibitor agrees to comply with payment terms contained herein regardless of actual attendance. All Exhibitors are solely responsible to determine suitability of each event for their particular purposes.

**11. SET-UP: SHOW, AND BREAKDOWN:** Unless otherwise specified, Exhibitor agrees to check in and set up its display at least 30 minutes prior to the beginning of the event and completely remove its display from the building within 60 minutes following the completion of the event. Failure to check in by the start of the event may result in loss of space with the Exhibitor still being liable for full payment. Premature breakdown before the scheduled end time of the event may result in 1) loss of any discounts and/or 2) loss of post event data reporting.

**12. PUBLICATION DISTRIBUTION:** Exhibitors may distribute only their own printed materials from their exhibit(s) and, unless permission is granted by NCSI, not outside their exhibit. Publication bins, if available, are restricted to approved NCSI approved publications.

**13. VIOLATIONS OF REGULATIONS:** NCSI may shut down Exhibitor's booth due to Exhibitor violating NCSI rules and regulations. Exhibitor will not receive a refund or damage compensation from NCSI. Rules will be made available upon request.

**14. NO-ORAL MODIFICATION CLAUSE:** This Application and Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of both parties hereto will be enforceable.

**15. LIABILITY & INDEMNIFICATION:** Exhibitor agrees that NCSI and the hosting organization and their respective employees and agents are not liable for any theft, damage or loss to or of the Exhibitor's property or for any injury that may occur to the Exhibitor, its agents or employees. Exhibitor shall have property damage insurance for the full replacement value of all its property and general liability insurance of no less than \$1,000,000. NCSI and the hosting organization shall be named as additional insured's in such policy and the insurance certificate must be furnished upon request. Exhibitor is responsible for workers compensation coverage in full compliance with laws and regulations. Exhibitor further agrees to indemnify and hold NCSI and the hosting organization, and their respective employees and agents harmless, from any and all claims, demands, judgments, settlements, costs, attorney's fees or other expenses either directly or indirectly resulting from or in connection with Exhibitor's participation in such event. The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of Exhibitor's activities on the hosting facility's premises. Hosting facility will not be responsible or liable for any loss, damage and/or claims arising out of Exhibitor's activities on the facility's premises except for any claims, loss or damages arising directly from the show site's own negligence.

**16. EVENT PROMOTIONS:** Pre-show advertising and promotions are at the sole discretion of NCSI and the hosting organization.

**17. SALES OF PRODUCTS:** Exhibitor will not take orders or sell any product or service during the exhibit hours.

**18. ENDORSEMENTS:** NCSI, the Federal Government, and the hosting organization do not approve, endorse or recommend the use of any specific commercial product or service. Exhibitor will not represent, advertise, communicate or imply either verbally or in writing, that its products or services are approved, endorsed or recommended by NCSI, the Federal Government or the hosting organization.

**19. GOVERNING LAW AND JURISDICTION:** This contract shall be governed by and subject to the laws of the State of Maryland and all matters whether sounding in contract or in tort relating to the validity, construction, interpretation and enforcement of this Contract shall be determined in the appropriate Court for Montgomery County, Maryland; which Court shall have exclusive jurisdiction and venue. Exhibitor agrees to a personal trial and waives trial by jury.

**20. DAMAGE TO PROPERTY:** Exhibitor will not paint, tape, nail, screw, staple, drill, or tack anything to the walls, columns, floor or ceiling of the building or adjoining displays. Exhibitor shall be solely responsible for all damage resulting from such actions.

**21. EVENT CANCELLATION:** NCSI and the hosting organization, in their sole discretion, reserve the right to cancel any event at any time. All fees paid by Exhibitor shall, in the sole discretion of NCSI be either credited to future events or refunded. If the exposition or any part thereof is cancelled for any reason beyond the control of NCSI such as, but not limited to, damage or destruction to buildings, war, riots, strikes, weather, acts of government, or acts of God, then NCSI will issue credits but is not obligated to refund any fees. In all cases, credits from event postponement or cancellation must be used within 12 months of the original postponement/cancellation dates. After 12 months, a credit on account will be considered non-refundable by NCSI.

**22. AMENDMENTS:** NCSI shall have full power to make or amend the rules, regulations, and/or show dates. If any portion of this Application and Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.

**23. SUBLEASING / SHARING OF EXHIBIT SPACE:** Exhibitor will not assign or sublet any portion of the space, nor permit individuals other than employees, agents or representatives of Exhibitor to use the facilities provided. Exhibitor will not display products or literature not regularly sold or distributed by the Exhibitor. With the prior written approval of NCSI such materials may be used to illustrate the applications of its product.

**24. FIRE DEPARTMENT REGULATIONS:** Exhibitor will comply with all fire and safety regulations enforced in the location of the event.

**25. SOUVENIRS, PREMIUMS, SAMPLES, AND PRIZES:** Distribution of souvenirs, premiums and samples of products is permitted provided there is no interference with other Exhibitors. Consent to give away items, including contest prizes, may be granted in the sole discretion of NCSI and the hosting organization. Exhibitor acknowledges that some event locations may prohibit giveaways of all kinds.

**26. SPACE REQUIREMENTS AND RESTRICTIONS:** One display space will include a minimum 5' x 2 1/2' table, a tablecloth, and 6 amps of power US or the European equivalent. Exhibitor is responsible for providing adequate surge protection. The Exhibitor is to display equipment and products that will conform to the limitations of the display space as stated above. Any additional special services, including additional electrical power, must be requested in advance and cannot be guaranteed. All exhibits must be displayed within the contracted space and all Exhibitor activities must be conducted in such a way as not to infringe on the rights of other Exhibitors or offend visitors to the event. NCSI and the hosting organization reserve the right to reject, in whole or in part, and at any time, an exhibit which, in their sole opinions, is objectionable to Exhibitors or others. No liabilities or damages whatsoever against NCSI and the hosting organization or any of their employees, agents, representatives, or members shall be incurred because of such rejection.

**27. EXHIBIT SPACE ASSIGNMENTS:** Event reservations are taken on a first-come first-served basis according to receipt of completed contract. The assignment and location of exhibit spaces is solely subject to the discretion of NCSI.

**28. EXHIBITOR PERSONNEL:** Exhibitor personnel must comply with all hosting facility regulations concerning conduct, electronic devices, entry and security. Failure of Exhibitor personnel to gain and/or qualify for access to a secure government facility does not relieve Exhibitor of any financial obligation contained herein.