

# SAMPE '08 APPLICATION/CONTRACT FOR EXHIBIT SPACE

Long Beach Convention Center, Long Beach, California

Exhibition Dates, May 20-22, 2008 • Conference Dates, May 18-22, 2008



A signed Application/Contract for exhibit space indicates the exhibitor's willingness to abide by all exhibit terms, conditions, rules and regulations. Contract becomes valid once it is counter-signed by Show Management and financial deposit is received.

## ALL CORRESPONDENCE WILL BE SENT TO YOUR CONTACT PERSON:

COMPANY NAME \_\_\_\_\_ CONTACT NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTRY \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
E-MAIL \_\_\_\_\_ WEB SITE \_\_\_\_\_

## SPACE REQUIREMENTS AND RATES (Prices are per square foot, corner premium applies)

### Standard Rates:

**Corner Premium:** \$230 per corner (*Applies to in-line, island or peninsula*)

100-300 sq.ft.	\$23	_____ sq.ft x \$23 = \$_____	+ Corner (if applicable) _____	= Total \$ _____
400-600 sq.ft.	\$22	_____ sq.ft x \$22 = \$_____	+ Corner (if applicable) _____	= Total \$ _____
700-900 sq.ft.	\$21	_____ sq.ft x \$21 = \$_____	+ Corner (if applicable) _____	= Total \$ _____
1000 sq.ft. & Up	\$20	_____ sq.ft x \$20 = \$_____	+ Corner (if applicable) _____	= Total \$ _____

BOOTH CHOICES: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_ Note: Floor Plan is subject to change.

If you would like us to consider your competitors when selecting your company's exhibit space, please provide the names of your competitors in the space below.

1) \_\_\_\_\_ 2) \_\_\_\_\_

## PAYMENT SCHEDULE

- 50% of the total contract will be invoiced June 2007.
- 100% of the total contract is due with signed contract beginning January 1, 2008.

ACCEPTABLE FORMS OF PAYMENT INCLUDE: Check - Credit Card

CREDIT CARD PAYMENT:  Visa  MasterCard  American Express

Account # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Authorizing \$ \_\_\_\_\_ Signature \_\_\_\_\_

## RETURN APPLICATION/CONTRACT AND PAYMENT TO:

Karen Chapman, SAMPE  
1161 Park View Drive, Suite 200  
Covina, California 91724  
(P) +1-626-331-0616 x 616  
(F) +1-626-966-4318

The undersigned has read Exhibit Contract Terms (on reverse), and agrees to all provisions contained therein, including but not limited to "cancellation or reduction of exhibit space" clause. This is a binding and legal document.

**AUTHORIZED SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

FOR SHOW MANAGEMENT USE ONLY Assigned booth#(s) \_\_\_\_\_  
Booth cost \_\_\_\_\_ Sq.Ft. \_\_\_\_\_ Corner premium \$ \_\_\_\_\_ Total cost \$ \_\_\_\_\_

Accepted by (SAMPE) \_\_\_\_\_ Date \_\_\_\_\_

## SAMPE '08 Long Beach, California CONTRACT TERMS

Exhibit space contract for SAMPE '08 is made by and between the Society for the Advancement of Material and Process Engineering hereinafter referred to as Show Management and Exhibitor. Show Management reserves the sole right to render all interpretations, amend and enforce the regulations set forth. Any regulations not specified by the preceding rules, shall be subject solely to the decision of Show Management. Each Exhibitor for itself, employees, contractors, agents and successors agree to abide by the foregoing rules and by the amendment or additions hereafter made by Show Management.

**ELIGIBLE EXHIBITS-** Exhibition is limited to firms that have contracted and paid for space directly through SAMPE. No other person, agency, or exhibitor will be permitted to demonstrate products, solicit contributions, donations, orders, or distribute advertising materials at the show. SAMPE has the sole right to determine the eligibility of any company or product for inclusion in the exhibition.

### **PAYMENT SCHEDULE**

- 50% of the total will be invoiced June 2007 and due July 2007.
- 100% of the total payment is due with signed contract beginning January 1, 2008.

Invoices will be mailed December 15, 2007 for balance due on contract. Space will revert back to Show Management for any outstanding balances. Deviation from this provision including but not limited to acceptance by Show Management of any late payment specified herein shall not be construed as a waiver of Show Management's rights to cancel exhibitor's contract, re-assign booth location, and take possession of said space without refund or further notification for such non-compliance; nor will it be interpreted, as modification of any schedule of payment required herein. Further, all payments as stated herein shall be payable to SAMPE in Covina, California.

### **SPACE ASSIGNMENTS**

Contracts received without appropriate deposit or full payment will not be assigned space. Initial assignments will be made on May 7, 2007, in accordance with SAMPE's Seniority Years. Seniority years will not apply to contracts received after this date. Space assignments will then be made on a first-come, first-served-basis.

**CANCELLATION, SPACE REDUCTION, REFUND** - All cancellations and space reductions must be received in writing. Space assignments shall be deemed acceptable unless rejected within seven calendar days from the date appearing on the counter-signed contract. Cancellations and space reductions received through December 31, 2007 will receive a 25% refund on the total contracted amount. No refunds will be issued for cancellations and/or space reductions after January 1, 2008. Exhibitor is responsible for the full payment of space contracted, regardless of cancellation or reduction. In either event the space reverts back to Show Management to use as it deems appropriate, with no refund due exhibitor. Show Management ability to resell the space shall not affect the refund schedule.

**FAILURE TO OCCUPY** - Failure to exhibit does not release exhibitor from financial responsibility. Exhibitor shall continue to be obligated to pay 100% of the contracted amount.

**LIMITATION OF LIABILITY** - The exhibitors shall indemnify and hold harmless SAMPE, the Convention Center, Official Decorator and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting from or connected with the transportation, placing, removal, or display of exhibits. Exhibitor agrees to make no claim for any reason whatsoever against SAMPE for loss, theft, and damage of goods. Nor for any injury to self or employees while in the exhibition area; nor for any damage of any nature, including damage to business by reason of failure to provide space for exhibit; nor for any action of any nature by management.

### **USE OF EXHIBIT SPACE**

1. The Society may forbid the installation of any exhibit not approved by it. Exhibitors shall distribute printed matter, souvenirs or other articles only within the space assigned. Throwing of souvenirs, loud shouting or making of any unnecessary noises, whether by human or mechanical means, to attract attention, puppet shows and similar devices will not be permitted. Any distribution of literature or samples shall be limited to the exhibitor's booth. All aisle space belongs to the Society no exhibits or advertising matter will be allowed to extend beyond the space assigned.
2. Occupancy of the space is the essence of this agreement and should exhibitor fail to exhibit the Society shall have the right to occupy or cause the space to be occupied in such a manner as it may deem in the best interest of the show; without releasing Exhibitor from any liability hereunder.

3. All exhibits must be removed from the building within the specified time, please refer to your Exhibitor Kit for the move-out schedule and instructions.
4. Promotional giveaways and/or drawings are permitted.
5. Exhibitors shall not schedule, foster or conduct outside activities which could take qualified attendees from the exhibit during exhibit hours.
6. Food products and/or beverages may not be distributed in any exhibitor's booth unless purchased through the Long Beach Convention Center's Catering Company (SMG Food Services).

### **SUBLEASING AND IDENTIFYING OTHER PRODUCTS AND SERVICES -**

No person, agency or exhibitor shall contract, sublet, apportion, offer for sale, or give as a premium exhibit space. Exhibitor shall not, provide advertising, demonstrate products or services not manufactured in its name or affiliated company, except where such articles or services are required as determined by the Show Management for the proper demonstration or operation of exhibitors' display. Identification of such articles or services shall be limited to the regular nameplate or trademark imprint which in standard practice appears normally on the articles or in connection with the services. **SHARING SPACE** with individuals or companies not officially represented by the contracting exhibitor is strictly prohibited and may result in ejection. Show Management decision in all instances shall be final with regard to the use of any exhibit space.

**PROTECTION OF BUILDING** - Nothing should be posted on, tacked, nailed or screwed, or otherwise attached to columns, wall, floors, or other parts of the building or furniture. Exhibitors may not apply paint, lacquer, adhesives or other coatings to building columns and floors or to standard booth equipment. Whatever is necessary to properly protect the building, equipment, or furniture will be at the expense of the exhibitor. Exhibitors are liable for any damage that they cause to the exhibit hall property.

**UNION LABOR** - When required by Union agreement the exhibitor shall employ only Union Labor; available by the official contractors in the installation and dismantling of his exhibit and its operation.

**EXHIBITOR REPRESENTATIVE'S** - The exhibiting firm assumes responsibility for the authorized representative to follow all Show Management rules and regulations and contract terms.

**FIRE, SAFETY AND HEALTH** - The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire safety and health. All exhibit equipment and materials will be reasonably located within the booth and protected by safe guards and devices where the exhibitor will take necessary fire precautions. Documentation of such fireproof materials is required, per the governing Fire Marshals' regulations.

**SAFETY GUARDS AND PROTECTION** - Exhibition guests must be properly protected from injury. Any piece of machinery on display that has movable parts must have adequate safeguards to protect the public from any injuries throughout the show period. The exhibitor agrees to accept full responsibility for compliance with national, state and city regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.

**POSITION OF DISPLAY, MACHINES AND EQUIPMENT-** Exhibit fixtures, machines, equipment and identifications signs will be permitted to a maximum height of 8'3". Machines or equipment operating or demonstrating at any time during show hours shall be placed so that no portion is closer than 12" to an aisle. The depth in which items over 4' in height are placed will depend on the configuration of booth. **Exhibits and equipment may not encroach upon, or obstruct the view to or of another exhibiting company.**

**DECORATION-** Show Management shall have full discretion and authority in approving the layout and appearance of all items displayed by exhibitor. Any items replaced, rearranged, or redecorated will be done at the exhibitors expense. Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at 5:00 p.m. of the day before the opening of the exhibition, Show Management shall authorize the official contractor to effect the necessary finishing at the exhibitors' expense. **CARPET** is mandatory in all booths at the Exhibitor's expense.

**AMERICANS WITH DISABILITIES ACT (ADA)** - Exhibiting Company shall be solely responsible for making its exhibit ADA compliant.

**HOSPITALITY SUITES AND JURISDICTION-** Exhibits are not permitted in hotel room/suite or outside of the regular jurisdiction of the SAMPE exhibition without the prior written approval of Show Management. Removing attendees from show site (including hotels) to entertain or display products and/or services without the written consent of Show Management is expressly prohibited. Only SAMPE '08 exhibitors are permitted to host hospitality functions at the convention center or official convention hotels.