

2010 ACA National Conference and Exhibition

Hyatt Regency Denver at Colorado Convention Center • Denver, Colorado • February 16-19

Conference Exhibitor Agreement • Part 1

Please print or type all information.

Company Information

Company _____
This will appear on booth sign

Contact _____

Contact Title _____

Address _____

City _____ State _____ Zip _____

Phone _____ Ext. _____

Fax _____

Company E-mail Address _____

Contact E-mail Address _____

Onsite Contact Phone _____

Company Web Address _____

YES, I want to save \$75 — Sign me up as
 an ACA Business Affiliate \$ 600

Choice of Booth Location

*Prices below are per booth. *Limited space available.
 Booths will be assigned on a first-come, first-served basis. Final assignment is at the discretion of ACA. **NOTE: Tables, chairs, electricity, phone lines, and booth furnishings are NOT included in booth space fee. Carpet is included. Booth Size: 8' X 10'.**

_____ 1st Choice _____ 3rd Choice
 _____ 2nd Choice _____ x _____ Bulk Space Sq. Ft.

Business Affiliate
 _____ Corner: \$1,710* _____ In-line: \$1,635*

Non Business Affiliate
 _____ Corner: \$2,385* _____ In-line: \$2,310*

Booth Fee: \$ _____

Subtract 5% discount for multiple booth(s): \$ _____
(Discount applies to cost of additional booth(s) when reserving and paying full price to first booth and applies to lower priced booth if selected booths are not of equal price.)

Total Cost of Booth(s): \$ _____

Less Deposit Enclosed: \$ _____
(Nonrefundable minimum \$800 per booth required.)

\$100 (Optional) Affiliate Logo Listing: \$ _____

BALANCE DUE BY **DECEMBER 14, 2009**: \$ _____

\$250 Suggested Contribution (tax deductible): \$ _____
Invest in Youth!

TOTAL COST (DEPOSIT + AFFILIATION FEE): \$ _____

Full payment is needed to process your application | Dues are non-refundable.

Denver Conference Attendee List • One-time use
 Mailing list available upon request (Excel format file will be e-mailed).
 E-mail _____
 Pre-Conference Post-Conference (e-mailed by 02-26-10)

Badge Names

Limit five per booth. (Names provided must be for individuals employed by company or organization.)

First	Last	E-mail
_____	_____	_____
_____	_____	_____
_____	_____	_____

Payment

Method of payment (U.S. funds only):

Check (payable to ACA) VISA MasterCard Discover

Acct. # _____ / _____ / _____ / _____
 _____ / _____
Expiration Date 3 digit security code from back of card

Name on Card _____

Signature _____

Contract Acceptance

The exhibitor acknowledges that a duly authorized representative of the exhibiting company has read and understands the Contract Terms and Conditions contained in the Agreement and acknowledges and agrees that the exhibitor will be bound by them.

The exhibitor agrees to furnish ACA with a certificate of insurance per regulation No. 7, prior to January 15, 2010, in the Contract Terms and Conditions located on the back.

Exhibitor agrees to the terms and conditions on back page and to the affiliation verification requirements:

Affiliation Verification

Please read and sign this section.

By submitting payment, I affirm that:

- The statements made on this application are correct;
- I meet the requirements for any membership discount I have chosen;
- I understand **dues are renewable annually (they cannot be refunded or transferred to another individual or to next year's services); and**
- For tax purposes, ACA fees may be deductible as a business expense, but are not deductible as a charitable contribution, with the exception of contributions to the Annual Fund.

Signature _____

Printed Name _____

Date _____

Instructions

- Please sign Part 1 of this agreement, **make a copy of both part 1 and 2 for your records**, and return both parts with a check or credit card payment to: Exhibit Space, American Camp Association, 5000 State Road 67 North, Martinsville, IN 46151-7902 USA.
- Please submit certificate of insurance by 01-15-10.**

*Inclusion in conference publications is not guaranteed if agreement with payment/deposit is not received by ACA prior to **December 14, 2009.***

FOR OFFICE USE ONLY

2010 ACA National Conference Exhibitor Terms and Conditions • Copy for Your Records

Agreement for Space — This application is subject to written notice of acceptance by American Camping Association, Inc.® (ACA) and when so accepted and upon the full payment of rental charges shall constitute an Agreement. The Exhibitor acknowledges that a duly authorized representative of the Exhibitor has read, understands, and agrees to be bound by the Agreement, including the Terms and Conditions provided herewith and incorporated by reference herein. **American Camp Association is not responsible for the claims made by its Exhibitors and reserves the right to reject any request to exhibit at its national conference at its discretion for any or no reason.**

- 1. Payment for Space** — Any Exhibitor receiving the Business Affiliate booth rate must have an active membership status at the time of the opening of the hall or will be billed at the non-affiliate rate. Applications must be accompanied with a nonrefundable deposit of \$800 per booth. Full payment must be received by December 14, 2009. Failure to make payment when due will be deemed a cancellation by the Exhibitor of its booth space and this contract subject to paragraph 2 herein, and ACA will be permitted to reassign the Exhibitor's booth space at its discretion. No Exhibitor will be admitted to the 2010 National Conference if it has not paid in full for exhibit space.
- 2. Space Cancellations — DEPOSITS are NON-REFUNDABLE.** The remainder payment is refundable only with written notice received by ACA prior to December 14, 2009. **No refunds for payment are available for companies registering after December 14, 2009.**
- 3. Assigned Booth Space** — Any Exhibitor needing to move its booth after it has been assigned will be charged an administration fee of \$250. If the move requires another Exhibitor to also move, there will be an administration charge of \$500 to the requesting Exhibitor.
- 4. Prohibited Activities** — The Exhibitor shall not conduct or permit any activities which (a) are prohibited by any applicable law, regulation, rule or ordinance; (b) endanger the health or safety of any persons or property; (c) interfere in any way with any other Exhibitors; or (d) are inconsistent with rules, regulations, policies, or procedures of ACA or Hyatt Regency Denver at Colorado Convention Center.
- 5. Installation and Dismantling** — Any space not claimed and occupied by five hours prior to the opening hour of the exhibit hall may be reassigned without refund. **The Exhibitor expressly agrees not to dismantle his exhibit or do any packing before the final closing hour of the exhibit.** Any Exhibitor that begins to dismantle or pack up before the close of the hall will be charged an additional \$200 and may not be allowed to attend the next year's event. Goods must be crated and packed for shipment by the Exhibitor immediately following the close of exhibits.
- 6. Exhibitor's Property** — Neither ACA, including its sections, nor any officer, director, member, agent, employee, or representative of ACA will be responsible for the safety of the property of the Exhibitor from theft, damage by fire, accident, or other causes including, without limitation, for property delivered to the exhibit hall before setup day or for property left in the hotel or exhibit area after the closing hour of the exhibit. Exhibitors wishing to insure their goods must do so at their own expense.
- 7. Indemnification and Insurance** — The Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify, and hold harmless the Hotel, its owners, its operator, Hyatt Regency Denver at Colorado Convention Center, ACA and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents against all claims, losses, or damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents. Exhibitor acknowledges that neither the Hotel, its owners, its operator, nor Hyatt Regency Denver at Colorado Convention Center premises maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor. Exhibitor assures the legal use of all intellectual property and copyrighted material. **Limits of coverages shall not be less than single limits of \$1,000,000 per occurrence or in the aggregate. ACA, Hyatt Regency Denver at Colorado Convention Center, and their respective officers, directors, members, agents, employees, and representatives shall be named as additional insureds with this coverage shown as primary to any other coverage available to any of them. The Exhibitor shall deliver a certificate of insurance that evidences this coverage to the satisfaction of ACA at least thirty (30) days prior to opening day of the exhibit.**
- 8. Use of Space** — No Exhibitor is permitted to show goods other than those manufactured or dealt with by the firm in the regular course of business and approved by ACA, which reserves the absolute right to withhold such approval without assigning any cause therefore. All sales activities must be confined to the limits of the booth unless approved by ACA. Orders may be taken and arrangements for shipping made. Exhibitors may conduct "cash and carry" sales provided that they have made arrangements to collect and report sales tax according to the rules set forth by the state of Florida. Products may be demonstrated within the confines of the booth. Demonstrations of an exhibition nature may be scheduled only when a special area is provided for this purpose. No Exhibitor shall assign, sublet, or share the space allotted without the knowledge and written consent of ACA (see paragraph 20). Displays shall not be placed in such a manner as to block, shield, or interfere in any way with other exhibits. No construction or built-up exhibit, including signs, shall exceed the overall height of the back wall without prior ACA approval. Display boards and other equipment more than 36 inches in height must not extend more than 48 inches from the booth back wall in all regular aisle locations. Exceptions to this limitation may be made by ACA at its sole discretion. Nothing shall be posted, nailed, screwed, or otherwise attached to walls, floors, or other parts of the building or furniture.
- 9. Noise-Making Exhibits** — Exhibits which include the operation of musical instruments, radios, public address systems or any noise-making machines must be conducted or

arranged so that the noise resulting from the demonstrations will not annoy or disturb adjacent Exhibitors and their patrons. Operators of noise-making exhibits must secure approval of operating methods before exhibit opens.

- 10. Motion Picture Protection** — The showing of motion pictures or slides in the booths must be limited in size so as not to disturb adjacent Exhibitors. Any sound must comply with regulation No. 9 for noise-making exhibits.
- 11. Fire Protection** — Booth decorations must be flame proofed. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates that any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or part of the exhibit as may be irregular. Exhibitors must comply with all fire regulations. Special Note to Food Vendors: Stringent fire prevention codes limit the types of equipment that can be utilized in the exhibit hall. The following is prohibited without exception: open flames of any kind; cooking/heating equipment having exposed heating coils or elements that could ignite a flammable material upon contact; fryers; "hazardous materials" of any kind. Please let the Executive Officer of Education know immediately what equipment you plan to use so any situations that may cause a safety problem can be addressed by local fire inspection officials. ACA, Hyatt Regency Denver at Colorado Convention Center, and Fire Marshall have absolute authority on the issue.
- 12. Circularization and Solicitation** — Distribution of circulars or promotion material may be made only within the booth assigned to the Exhibitor presenting such materials or other approved ACA locations.
- 13. Character of Exhibits** — ACA reserves the right to restrict, prohibit, or evict anything without assigning any cause therefore. This reservation covers persons, things, conduct, printed matter, or anything of a character which ACA determines should be restricted, prohibited, or evicted. In the event of such restriction, prohibition, or eviction, ACA is not liable for any refunds of rentals or other exhibit expenses. **Failure to comply with such restrictions may result in expulsion of the exhibitor from the exhibit hall or cancellation of the reservation; in such circumstances, no refunds will be made.**
- 14. Care of Building and Equipment** — Exhibitors or their agents shall not injure or deface the walls or floors of the building, the booths, furniture, fixtures, or equipment. When such damage appears, the Exhibitor is liable to the owner of the property so damaged. **Distribution of promotional gummed stickers or labels is strictly prohibited.**
- 15. Listing in Official Program** — This Agreement and payment in full must be in the hands of ACA by the date listed in the Agreement (December 14, 2009) for the Exhibitor to be listed in the conference program book.
- 16. Hospitality Suites** — These are welcome within the convention housing facility, but the hours of operation of these suites must not conflict with exhibiting hours or other conference events.
- 17. Termination** — ACA reserves the right to cancel the national conference at any time and for any reason at its sole discretion. In the event of such cancellation, the Exhibitor's sole remedy shall be refund of rental charges previously paid to ACA less any amounts otherwise owed by the Exhibitor to ACA. Under no circumstances shall ACA be liable for consequential, special, or incidental damages. Failure of the Exhibitor to comply with any term or provision of this Agreement may, at the sole and absolute discretion of ACA, result in the immediate termination of the Agreement and forfeiture of all payments made by the Exhibitor to ACA.
- 18. Governing Law** — This Agreement shall be governed, construed, and enforced in accordance with Indiana law, without regard to the principles of conflicts of laws there under. Exhibitor hereby consents to personal jurisdiction and venue in Indiana and hereby waives any right to object to personal jurisdiction or venue. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby.
- 19. Indemnification** — Subject to and in conjunction with paragraph 7 herein, Exhibitor agrees to indemnify, defend, and hold harmless ACA and Hyatt Regency Denver at Colorado Convention Center against any claim, damage, expense or loss, including but not limited to reasonable attorney's fees at counsel of ACA's choice, arising out of or otherwise related to the 2010 conference.
- 20. Subletting** — Exhibitor may not sublet or lease its booth space to any other entity or person without the written consent of ACA.
- 21. Amendment of Agreement** — Failure of ACA to exercise its discretion pursuant to these Rules and Regulations shall not constitute a waiver of any provision herein or of its rights hereunder. All amendments or modifications to these Rules and Regulations or to the Agreement between ACA and Exhibitor must be in writing.
- 22. Decorator Rules and Regulations** — The Exhibitor agrees to conform to all rules and regulations of the exposition's official decorator as detailed in the official service kit provided by that company. Where union personnel are required by the decorator, hotel, or convention center, the Exhibitor must comply with union requirements. ACA is not responsible for decorator, hotel, or convention center personnel. Nor can ACA guarantee that services and/or utilities promised by the decorator, hotel, and/or convention center shall be available during the exposition. The Freeman Companies has been selected as the official decorator for the 2010 ACA National Conference. Freeman will e-mail registered exhibitors additional information on optional exhibit booth furniture and accessories, rules and regulations in the winter of 2009. Freeman will also staff and operate an on-site service center during exhibit hall set-up, tear-down, and critical show hours.
- 23. Pre & Post Conference Attendee List** — ACA will make available to Exhibitors a one-time-use mailing list of conference attendees prior to the event upon request and after the event. Exhibitors agree not to reproduce the list in any form or manner. Exhibitors will incur an additional cost of \$3,000 if the list is not used in accordance to this agreement.
- 24. These terms and conditions become a part of the Agreement between the Exhibitor and ACA. They have been formulated for the best interest of the Exhibitors.**

