



THE GLASS, WINDOW & DOOR EXPO

SPONSORED BY NGA, GANA, AAMA, IGMA, BEMA

GLASSBUILD AMERICA: THE GLASS, WINDOW AND DOOR EXPO
LAS VEGAS CONVENTION CENTER
LAS VEGAS, NEVADA • SEPTEMBER 12-14, 2012
APPLICATION AND CONTRACT FOR EXHIBIT SPACE
NATIONAL GLASS ASSOCIATION (NGA)

Complete all portions legibly, with authorized signature and date. A Deposit of 50% of the total Exhibit Space Fee must accompany this application before any space assignment will be confirmed.

COMPANY IDENTIFICATION NAME: (Exactly as it will appear in the Show Directory and on exhibitor I.D. sign)

ADDRESS:

CITY: STATE/PROVINCE: ZIP/POSTAL CODE:

COUNTRY: TELEPHONE: FAX NUMBER:

WEB SITE FOR PUBLICATION PURPOSES:

COMPANY CONTACT:

TITLE: E-MAIL:

ONSITE CONTACT CELL #: OUR COMPANY IS A MEMBER OF: NGA AAMA GANA IGMA BEMA

Your current membership(s) will be verified and MUST remain current/active from point of contract through September 14 (show closing) in order to receive the discounted rate for exhibit space.

COMPETITORS FROM WHOM WE DESIRE EXHIBIT SEPARATION: If you do not complete this section, NGA is not responsible for placement near a competitor.

1. 2. 3.

Note: Show Management will make every attempt to honor your request. However, as the floor fills with exhibitors, the ability to accomplish the separation you request becomes diminished.

Check here if you will Display Machinery/Equipment in your booth space. Check here if your machinery will be running.

In situations where more than one exhibitor is sharing the same exhibit space and only the primary exhibitor is paying for the space, the secondary exhibitor(s) will each be charged a \$250.00 administrative fee.

We are sharing an exhibit space with

MINIMUM EXHIBIT SPACE SIZE: 100 Square Feet (9 square meters) 10' x 10' (3 meters x 3 meters)

EXHIBIT SPACE RATES: NGA offers discounts for membership in NGA, AAMA, GANA, IGMA, or BEMA. In addition, there are discounts based on space size. All prices are per square foot.

Table with columns: Exhibit Size, Discount, Member, Non-Member, EXHIBIT HOURS. Rows include 100 to 1500 Square Feet, 1600 to 2000 Square Feet, 2100 to 2500 Square Feet, 2600 to 3000 Square Feet, 3100 Square Feet and Above.

EXHIBIT SIZE REQUIRED ft. x ft. (increments of 10' or 3 meters)

1st Choice 2nd Choice 3rd Choice

EXHIBIT CORRESPONDENCE If different than above: Company Name:

ADDRESS:

CITY: STATE/PROVINCE: ZIP/POSTAL CODE:

COUNTRY: TELEPHONE: FAX NUMBER:

COMPANY CONTACT:

TITLE: E-MAIL:

We the exhibitor, understand and agree to exhibit under and comply with the contract provisions as set forth on the reverse side of this contract and under the NGA exhibitor rules, regulations and guidelines which are included in The Exhibitor Service Manual hereby made part of this contract.

SIGNATURE: DATE:

Wire Transfers: Bank of America, 1400 Best Plaza, Richmond, VA 23227. Credit Card Payments: 50% Deposit is due to confirm your booth space. Please Indicate: Full Payment, 50% Deposit through March 16, 2012.

[FOR NGA USE ONLY] Size: ft x ft. Total Amt. Due. SPACE ASSIGNED. Deposit Recv'd. Check #. Date. ACCEPTED BY: Balance Due. Payment Recv'd. Check #. Date. Balance Due. Innovations Pavilion.

# CONTRACT PROVISIONS:

**1. CONTRACT FOR SPACE:** This application for an exhibit space constitutes a contract for the right to exhibit at GlassBuild America®: The Glass, Window and Door Expo (the "Show"). The words "Association", "NGA" and "Show Management" shall mean the National Glass Association or its officers, directors, agents, or employees authorized to act for it in the management of the Show.

**2. PROHIBITION OF SALES:** Exhibitor agrees to restrict all sales activities on the Show floor to order taking only and only within the confines of the contracted exhibit space. The delivery of merchandise or the receipt of payment for such merchandise is strictly prohibited on the Show floor.

**3. EXHIBIT ELIGIBILITY:** The right to exhibit at GlassBuild America® is generally available to those companies providing products or services for the glass, window and door industries. The Association reserves the right to determine the eligibility of any company or product for inclusion in the Show. The Association shall have the right to exclude or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Show. The Association reserves the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable. The Association reserves the right to demand modification of the appearance or dress of persons or mannequins used in connection with displays or demonstrations. Exhibitors questioning whether their product or display is in keeping with the Show's standards are advised to write to the Exhibit Manager to forward an artist's rendering of the proposed display for prior approval. Exhibitors are held responsible for compliance to the Show standards as set forth herein and in the Exhibitor Rules & Regulations. Part and parcel of this responsibility is the requirement that the exhibitor advise third parties such as display houses, installation and dismantle firms, or other independent contractors of the rules under which their display may be erected, operated and dismantled.

**4. SPACE ASSIGNMENT:** Every effort will be made to assign the exhibitor to one of its chosen spaces; however, the Show Management reserves the right to make the final space assignment or to change the space assignment after the exhibitor's application is accepted should it be necessary in the best interest of the Show.

**5. SCHEDULE OF PAYMENTS:** 50% is due with space application. The final balance is due on or before March 16, 2012. Applications submitted after March 16, 2012 must be accompanied by full payment of the exhibit space fee. If it becomes necessary for Show Management to send a Past Due Invoice for any payments, only one invoice will be sent. Failure to pay the Past Due Invoice will result in the exhibitor being removed from the exhibit floor. That exhibitor's space will be filled by fully paid exhibitors who wish to better their space or prospective new exhibitors. Exhibitors who are in arrears will remain off the floor until such time as the appropriate payment is made. At that time the exhibitor will be given an opportunity to choose another exhibit space from that which remains open on the show floor.

## 6. USE OF EXHIBIT SPACE:

**A. ASSIGNMENT AND SUBLEASE:** Exhibitor shall not assign, sublet or share the whole or any part of its exhibit space with any company that is not an exhibitor in the show. A maximum of two contracted exhibitors will be allowed to occupy a single 10 x 10 space, with additional listings billed a "share fee" of \$250 each.

**B. IRREGULAR ACTIVITIES:** No activities will be permitted in any exhibit space that are contrary to law or the rules of the Show, or which will disturb exhibitors in the immediate area. No person, firm or organization which has not regularly contracted with the Association for occupancy of space in the Show will be permitted to display or demonstrate any products, processes, or services, to solicit orders, wear identification other than that of the contracting exhibitor, or to distribute advertising or other materials at the Show. Any infringement of this regulation will result in prompt removal of the offending person from the Show.

**C. SAFETY PRECAUTIONS:** Exhibitors are responsible for obtaining and complying with the regulations set forth by the Fire Marshall of the city of Las Vegas and the State of Nevada. In particular, those regulations with respect to motorized vehicles, exhibit and decorating materials and storage of empty containers. All construction material must conform to standard safety practices. All display material and decorations must be flameproof. No combustible decorations, such as crepe paper or tissue paper, cardboard or corrugated paper, may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All electrical equipment must be in good operating condition and must meet the requirements of all applicable safety codes. Displays are subject to inspection and approval for safety by the exhibit facility and by the local fire department.

**D. EXHIBIT DISPLAY REGULATIONS:** The height limitation for exhibition materials is eight feet (8) for in-line and peninsula displays and twenty two feet (22) for island spaces. An in-line display is defined as one with exposure to an aisle on one or two sides only. A peninsula display space is defined as one with exposure to aisles on three sides. An island space has an aisle on all sides. Exhibit properties over four feet (4) high may not be placed in the forward five feet (5) of the display area of an in-line display. Diagrams of various display configurations will be published in the Exhibitor Service Manual.

**E. FLOOR COVERING:** All exhibitors, without exception, must provide carpeting or other suitable floor covering for their exhibit area.

**F. RESTRICTED PROMOTION ACTIVITIES:** Exhibitors must remain within their own exhibit space when distributing literature, product samples, or other materials. Company information dissemination or promotion in any way is strictly forbidden at show entrances, registration areas, seminar rooms, or public areas within the convention center or official hotels, which includes hotel room drops. Any flyers, brochures, signs, etc. found in any location other than the exhibiting company's display space will be returned to the exhibitor by show management. The only exceptions will be for official event sponsors, at the discretion of show management.

**7. FAILURE TO OCCUPY SPACE:** Space not occupied by 8:00 AM Wednesday, September 12, 2012 may be forfeited by the exhibitor and this space may be resold, reassigned, or used by NGA without refund, unless prior approval for late occupancy is obtained in writing from NGA. If the exhibit materials are on hand, NGA reserves the right to assign labor to set up any display that is not in the process of being erected by 4:00 PM, Tuesday, September 11, 2012 and to instruct that the exhibitor be billed for all charges thus incurred.

**8. EXCULPATION AND INDEMNIFICATION CLAUSE:** Exhibitor agrees that it will indemnify, hold and save the National Glass Association, their officers, agents, contractors and employees whole and harmless and at NGA's option defend same, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against NGA on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, or of any other person entering upon the premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees,

contractors, patrons or guests, of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, exhibitors or invitee of the premises leased hereunder. Exhibitor covenants and agrees that in case NGA shall be made party to any litigation against Exhibitor or in any litigation commenced by any party other than Exhibitor relating to this Lease or to the premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon NGA by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the gross negligence or willful misconduct of NGA.

**9. INSURANCE:** As property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines on the exhibit area, GlassBuild America®, National Glass Association and The Las Vegas Convention Center do not maintain insurance covering exhibitor's property. Exhibitors must carry comprehensive general liability coverage and auto coverage if applicable, and name The National Glass Association and GlassBuild America® as "Additional Insured", of at least \$1,000,000 combined single limit liability, and statutory Workmen's Compensation with Employer's Liability with a limit of at least \$100,000. Exhibitor must carry an auto policy with the same limits of liability if a vehicle is displayed in their exhibit. Certificates of Insurance detailing liability amounts must be submitted to the Association by August 7, 2012. It is understood and agreed that all coverage provided by the exhibitor is primary to any insurance or self-insurance program the National Glass Association has for this Facility and the exhibitor and their insurance shall have no right of recovery or subrogation against the NGA.

**10. LIMITATION OF LIABILITY:** NGA is a nonprofit, tax exempt association with limited resources. Exhibitor agrees that the total liability of NGA to Exhibitor under this contract for any reason or cause of action, whether in contract or tort, shall be the total amount of the Exhibit Space fees paid to NGA. In no event shall NGA be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive, or special damages or awards. Exhibitor assumes all risk attending, exhibiting, and participating in the Show, and warrants that it has all the appropriate insurance.

**11. SECURITY:** General security shall be furnished on a 24 hour basis commencing the first day of Move-in and ending the last day of Move-out. However, the furnishing of security shall not increase the liability of the Association. It is understood that this general security offers no guarantee against theft, pilferage, robbery, vandalism, or any loss of, or damage to property or premises. The sole intent of security is to provide visible deterrence. It is recommended if sensitive or valuable items are in the display, the exhibitor remove the items during non-show hours, or hire a security guard to watch those items when the exhibitor is not present.

**12. EXISTING REGULATIONS:** Exhibitor must abide by existing agreements and regulations concerning the use of services of labor in the exhibit facility. These rules are detailed in the Exhibitor Service Manual.

**13. ATTENDANCE:** The Association shall have sole control over admission of visitors to the exhibits according to the rules and regulations of the Show or as established by the Association.

**14. MEETINGS:** No exhibitor shall hold any meetings or events that conflict with the Show or convention hours or official convention events unless Show Management has given prior approval.

**15. APPLICABLE LAWS:** The contract shall be governed exclusively by the law of the Commonwealth of Virginia without the regard to conflict of laws principles and any claim or cause of action arising under the Agreement or in connection with the event shall be adjudicated exclusively in the state or federal courts of northern Virginia. Exhibitor agrees to abide by the rules and regulations of the facility and all other applicable laws and regulations.

**16. FORCE MAJEURE:** NGA shall have no liability or responsibility of any kind for the performance or failure to perform by NGA or by any of its contractors or by the facility authorities due to any cancellation, curtailment, or delay of the event or unavailability of any facility space due in whole or part to acts of GOD, war, government regulation, disaster, acts or threats of terrorism, fire, strikes, civil disorder, or any similar cause beyond the control of NGA making it in the sole good faith judgment inadvisable, illegal, or impossible to hold event or provide services. NGA shall not be liable to any exhibitor in any respect for any direct or indirect damage or loss arising from such cancellation, curtailment, or delay.

**17. ACCOUNTS PAYABLE/DEFAULT:** Exhibitors will not be permitted to set up their exhibits or will be subject to eviction without refund of exhibit space fee if this contract is violated or if there are any outstanding balances due NGA including but not limited to advertising placed in official Show Publications. Any payments received will be applied first to outstanding balances before exhibit space costs.

**18. SPECIAL APPLICATION RULES:** Exhibitor applicant firms providing products or services that, in the view of NGA, substantially compete with those offered by NGA to its constituencies are eligible to participate as exhibitors on a space-available basis, at the sole discretion of NGA. If exhibit space remains available thirty days prior to the opening day of the Show, applications from such firms may be accepted and contracts effective according to the priority of the date that the exhibitor application was submitted. If no space is available at that time, such firms will not be able to exhibit at the Show. Deposits in the amount of one-half of the total exhibit space fee must accompany the application from such firms, but full payment will not be required unless the application is accepted. If the application is not accepted, the deposit will be refunded in full.

**19. CHANGING SIZE OF EXHIBIT SPACE:** Exhibitor will have the right to downsize or enlarge space at any time by giving written notice to the Association. Show Management will re-adjust the total exhibit space fee to reflect the new exhibit space size until January 31, 2012. After that date, no refunds will be made for size reductions. In the case of exhibit size enlargements, Show Management will attempt to accommodate requests up until August 20, 2012. Invoices for any additional exhibit space will be faxed or emailed in time to allow payment before the show.

**20. CANCELLATION POLICY:** Exhibitor shall have the right to cancel this contract for exhibit space at any time. Cancellation will be effective upon receipt by the Association, of a written notice which outlines the reason(s) for the cancellation. Under all circumstances, the Association retains the right to resell any exhibit space cancelled by exhibitor.

1. Exhibit Space cancelled on or before January 31, 2012 shall receive a full refund.
2. Exhibit Space cancelled from January 31, 2012 up to and including March 16, 2012 shall receive a refund of 50% provided they have paid in full.
3. No refunds will be made after March 16, 2012.

**21. AMENDMENTS:** Any and all matters not specifically covered by the preceding rules and regulations and the Exhibitor rules and regulations, shall be subject to the decision of the Association. The Association shall have the full power to interpret, amend, enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the exhibitors. Each exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.