

# *Exhibitor Brochure*

**SPRAYFOAM 2015**  
CONVENTION AND EXPO



*Albuquerque, NM*

JANUARY 26 - 29

SPRAY POLYURETHANE FOAM ALLIANCE  
**SPFA**

[www.sprayfoam.org](http://www.sprayfoam.org)

## Welcome Exhibitors

### to the 2015 Annual Sprayfoam Convention & Expo Prospectus!

Following several recent very successful and impactful conventions, the challenge facing industry, SPFA and of course you, is finding ways to keep the convention growing, engaging, interesting, and of course keep people coming. SPFA hopes to help answer that challenge for 2015 by pairing the roll-out of our new trademarked phrase: FOAM-IT-RIGHT® with the 2015 Convention.

Many of you recall the presentation made by Mike Holmes at the SPFA Convention in Reno, NV. Mike highlighted the need for focused workforce development and its role in assuring our economic and employment futures. The other area Mike highlighted was his Make It Right™ campaign. I probably need permission just to make reference to it but Mike thinks of us in the SPFA as friends and will probably let this one go. The concept behind his program is very similar to ours. We somehow manage to trademark a common phrase (which we've done), we build a brand around it and use it as a mechanism to convey what we believe are the elements of foaming things right. That is the underlying theme of the convention this year.

The speakers, their topics, the messages from you as exhibitors, our sponsors, the Contractor Excellence Awards and everyone involved in the show is going to be focused upon what it means to FOAM-IT-RIGHT®. From best practices in building science, business operation and professional certification, to proper, healthful and safe installation techniques we will be building a brand and mindset for the industry. SPFA, with our members and partners, will continue throughout the year to add elements and brand equity to FOAM-IT-RIGHT®. But you will be at the beginning with us, just like you've been there year after year leading the industry and attendees into our collective future.

We couldn't have a show without you. The exhibit hall is consistently one of the most anticipated elements of the convention. We will again be having the opening reception inside the exhibit hall, driving as much traffic as we can to the booths by avoiding any conflicting events, and look forward to working with you to promote your companies, the convention, and the industry in Albuquerque! Please get your booth request in as soon as possible to increase your chances of getting the location you want.

Yours In Service,



Kurt P. Riesenberg, *Executive Director, SPFA*

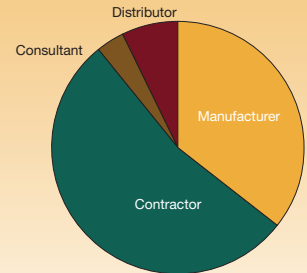
## Why You Should Exhibit

Every year there are a lot of conventions that demand your time, attention and resources. Every year there is the next big thing or must-go event that might carry the prospect of success and excitement. But the SPFA's Sprayfoam Convention and Expo 2015 is the only organized show that represents your tie to the entire SPF value chain and industry, and its tie to you.

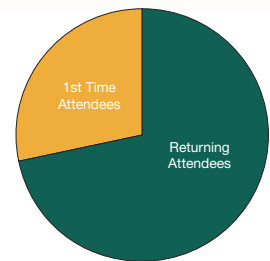
The Sprayfoam Convention & Expo 2015 will help you achieve the following objectives:

- ✓ Build awareness of your products or services
- ✓ Build relationships with your existing and future customers
- ✓ Increase name recognition
- ✓ Differentiate your products or services from the competition
- ✓ Reach your target market
- ✓ Position your company among key decision makers

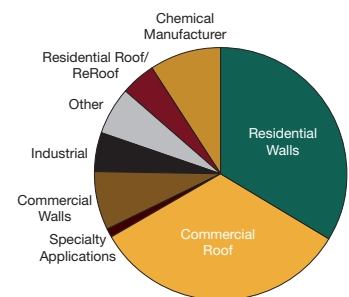
2014 Total Attendees  
(Business Type)



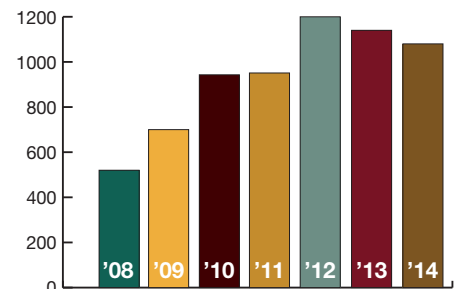
2014 Total Attendees



2014 Total Attendees  
(Market Areas)



ATTENDEES



## Hotel Information

Hotel Reservations are to be made directly to the Albuquerque Hyatt Regency. On-line reservations can be made at [www.sprayfoam.org](http://www.sprayfoam.org) or call 1-888-421-1442 and use Convention code **Spray Polyurethane Foam**.

Room rates are \$139 single or double plus applicable taxes. All reservations must be made before January 3, 2015. This rate is available on a first come basis until our block is filled, so make your reservations early!

### Hotel Includes:

- 50% off parking
- Complimentary use of 24 hour gym
- Starbucks and other dining options

### Hospitality Suites

Sprayfoam Convention & Expo 2014 exhibitors may host hospitality suites to express their thanks to their past customers and welcome new friends. Please contact the Albuquerque Hyatt Regency directly. NOTE: All hospitality suites must be approved in advance by SPFA to assure there are no conflicts with other scheduled events.



## Albuquerque, NM

The true Southwest awaits you in Albuquerque, New Mexico. Come immerse yourself in rich culture and heritage, rooted in centuries of history. Soak in blue skies and sun that shines 310 days a year—perfect for outdoor activities. Breathe in the high desert air scented with sage and piñon, and you'll understand why Albuquerque, NM is a destination like no other. Whether you want to shop for authentic Native American jewelry, try hot air ballooning, explore living history museums, sample local cuisines or hit the golf courses or spas, Albuquerque has you covered.

**More information:** <http://www.visitalbuquerque.org/>







## Premier Sponsor – \$14,000

### Premier Sponsor of Sprayfoam 2015 delivers:

*(all included items may not be available if sponsorship is contracted and paid for at a late date)*

Placement of your company logo in all related marketing, registration, and program materials.

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Placement of your company logo on Convention lanyards.

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Placement of your company logo on the SPFA website, General Session banner, onsite program, and Awards booklet.

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Plasma TV Advertisement – 30 second loop of your promotional PowerPoint playing continuously on two (2) HD plasma TVs near the registration desk.

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“Two (2) Minutes-at-the-Mic” – During the General Session or any Breakout Session of your choice, take two minutes to talk about your company, great stuff you have coming, and your commitment to SPFA and the industry.

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Presentation of Contractors Awards to winners at the Awards Luncheon.

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Thin company brochure/marketing material in Convention bag.

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One (1) free Lead Retrieval Generation device/scanner for booth (if exhibiting).

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Three (3) Additional “Comped Passes” for Full Convention Access (\$2,325 value)

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Company logo on Hotel room key given to every Sprayfoam attendee

## Partner Sponsor – \$2,000 per Item from Checklist

### Partner Sponsor of Sprayfoam 2015 delivers recognition of sponsoring:

#### Check one or more

- SPFA Certification Course of choice
- Coffee/Soda Break     Mon     Tues     Wed     Thur
- Technical Session of choice

*Subject to availability on a first-come, first-serve basis.*

#### Partner Sponsorship includes:

*(all included items may not be available if sponsorship is contracted and paid for at a late date)*

Placement of your company logo on signage for your sponsored event(s).

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Placement of your company logo in all related marketing materials, SPFA website, and program materials.

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Plasma TV Advertisement – Placement of static (motionless) logo on transition screen between other advertisements playing continuously on two (2) HD plasma TVs near the registration desk.

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One (1) Additional “Comped Pass” for Full Convention Access (\$775 value).

## Patron Sponsor

### Convention Bag – \$4,000

Your logo on the convention bag along with SPFA's logo. Criteria for size and placement must be adhered to.

### Company Literature in Convention Bag – \$350

Place a thin (max 4 pages) company brochure or other promotional literature in convention bag.

## Exposition Schedule

### Installation:

Tuesday, January 27, 2015            12:00 PM – 5:00 PM  
Wednesday, January 28, 2015       9:00 AM – 12:00 PM

### Exhibit Hours:

Wednesday, January 28, 2015       2:00 PM – 6:00 PM  
Thursday, January 29, 2015         2:00 PM – 5:00 PM

### Dismantle:

Thursday, January 29, 2015         5:00 PM – 7:00 PM

Exhibit Hall must be cleared by 12:00 PM Friday, January 30, 2015.

Preliminary Hours Subject to Change as Authorized by Exposition Manager.

Official General Contractor: Freeman

### Exhibit Hall Notes:

Ceiling Height: 25' / Floor Finish: concrete / Official General Contractor: Freeman

### Show Management:

If you have any questions relating to the exhibit or sponsorship program, please contact:

Emma Bennett / Kristin Bennett, Convention & Member Services Manager

Fax: 866-275-5537 / emma@sprayfoam.org / kristin@sprayfoam.org

### Rental Fees Include:

*(All included items may not be available if booth space is contracted and paid for at a late date)*

Six (6) complimentary "Expo Only" VIP passes to distribute to your clients.

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Complimentary passes for employees to staff their booth and attend all Convention sessions, breakouts, and receptions (See Booth Space Rental Fees for more information). CERTIFICATION IS NOT INCLUDED.

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Professional Picture of your booth.

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Free Company Listing in the SPFA Newsletter and website.

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Booth Stand constructed of flame-proof side and back wall drapes supported by an aluminum pipe frame.

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Detailed exhibit service manual-consolidated list of resources to aid exhibitors.

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A booth identification sign listing your firm's name and booth number.

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24-hour security service in the Exhibit Hall during installation, duration of show, and duration of dismantling booths.

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Daily cleaning and maintenance of the aisles and common Exhibit Hall areas to assure a safe and attractive exposition.

Lead Retrieval Systems will be available for all exhibitors to rent at the 2015 Annual Sprayfoam Convention & Expo. More information will be included in Exhibit Service Manual.

## Booth Space Rental Fees:

### 10' x 10' BOOTH

(Booth includes 2 badges for personnel – a \$1,550 value)

MEMBER	NON-MEMBER
Standard \$2,379	Standard \$3,299
Premium \$2,558	Premium \$3,461

### 10' x 20' BOOTH

(Booth includes 4 badges for personnel – a \$3,100 value)

MEMBER	NON-MEMBER
Standard \$4,104	Standard \$5,256
Premium \$4,342	Premium \$5,500

### 20' x 20' BOOTH

(Booth includes 8 badges for personnel – a \$6,200 value)

MEMBER	NON-MEMBER
Standard \$7,733	Standard \$8,474
Premium \$7,971	Premium \$9,220

★ 50% deposit required with application at time of reservation. Full payment due by October 17, 2014. Unpaid booths released for re-booking October 20, 2014.

## NEW THIS YEAR!

### Exhibit Booth Package \$442.85

This year SPFA is providing exhibitors with an option to buy a booth package.

Each 10' x 10' booth package consists of:

- 8' high back wall drape
- 3' high side rail drape
- (1) 6' draped table (one color for all packages)
- (2) Limerick chairs
- (1) wastebasket
- (1) 9' x 10' booth carpet (one color for all packages)



# SPFA *Previous Sprayfoam Exhibitors*

3M	Flame Seal Products	Quadrant
ACME Machinery	Fomo Products	Quest Construction Products
ADO Products	Gaco Western	RESNET
Air Barrier Association of America (ABAA)	General Coatings Manufacturing Corp.	RHH Foam Systems
Allpro Technology	Global Specialty Products USA Inc.	Rhino Linings
American Red Cross/Zoll Medical	Graco Inc.	RK Hydro-Vac Inc.
Applegate R Foam LLC	Guardian Building Products	Schmidt & Dirks Designs Inc.
Arkema	Honeywell	Sealant Technologies Inc.
BASF Corporation	Honeywell Safety Products	Selena USA, Inc.
Bayer MaterialScience	Icynene	Service Partners
Building Performance Institute (BPI)	IDI Distributors	SES Foam
Building Professionals Inc.	International Cellulose Corp.	SESCO
Bullard	International Fireproof Technology	Solvay Fluorides, LLC
Certainteed Insulation	International Pump Manufacturing	Specialty Products, Inc.
CFI Foam, Inc.	Intertek	Spray Foam Coalition
CJ Spray	JobPro Technology	Spray Foam Gear
Coating & Foam Solutions (CFS)	Johns Manville	Spray Foam Outlets
Compressed Air Systems	Karnak Corporation	Spray Foam Polymers/Thermoseal
Com-Ten Industries	Lapolla Industries Inc.	Spray Foam Systems
Conklin Company	Lucas Granules	SprayFoam.com
Convenience Products	MCC Equipment & Service Center	SWD Urethane
CUFCA	Momentive Performance Materials	TVM Building Products
Demilec USA LLC	National Coatings Corp.	Ultra-Aire
Diamond Liners	NCFI Polyurethanes	US DOL - OSHA
Dow Building Solutions	Next Generation Power	US EPA
DuPont	Polyurethane Machinery Corp.	USG Securock Roofing
Emery Oleo Chemicals	Powerblanket	VersaFlex Incorporated
Equipment & Coatings Technologies LLC	Premium Spray Products	West Development Group (WDG)
Everest Systems	Progressive Materials	WIWA LP
Fi-Foil Company	QAI Laboratories	Wood Industries Inc.
		Zehnder America, Inc.

## *Previous Sprayfoam Sponsors*

### PREMIER



Since 1955  
GACO WESTERN




**HUNTSMAN**  
Enriching lives through innovation



SFP THERMOSEAL  
Insulation of the Future  
Spray Foam Polymers



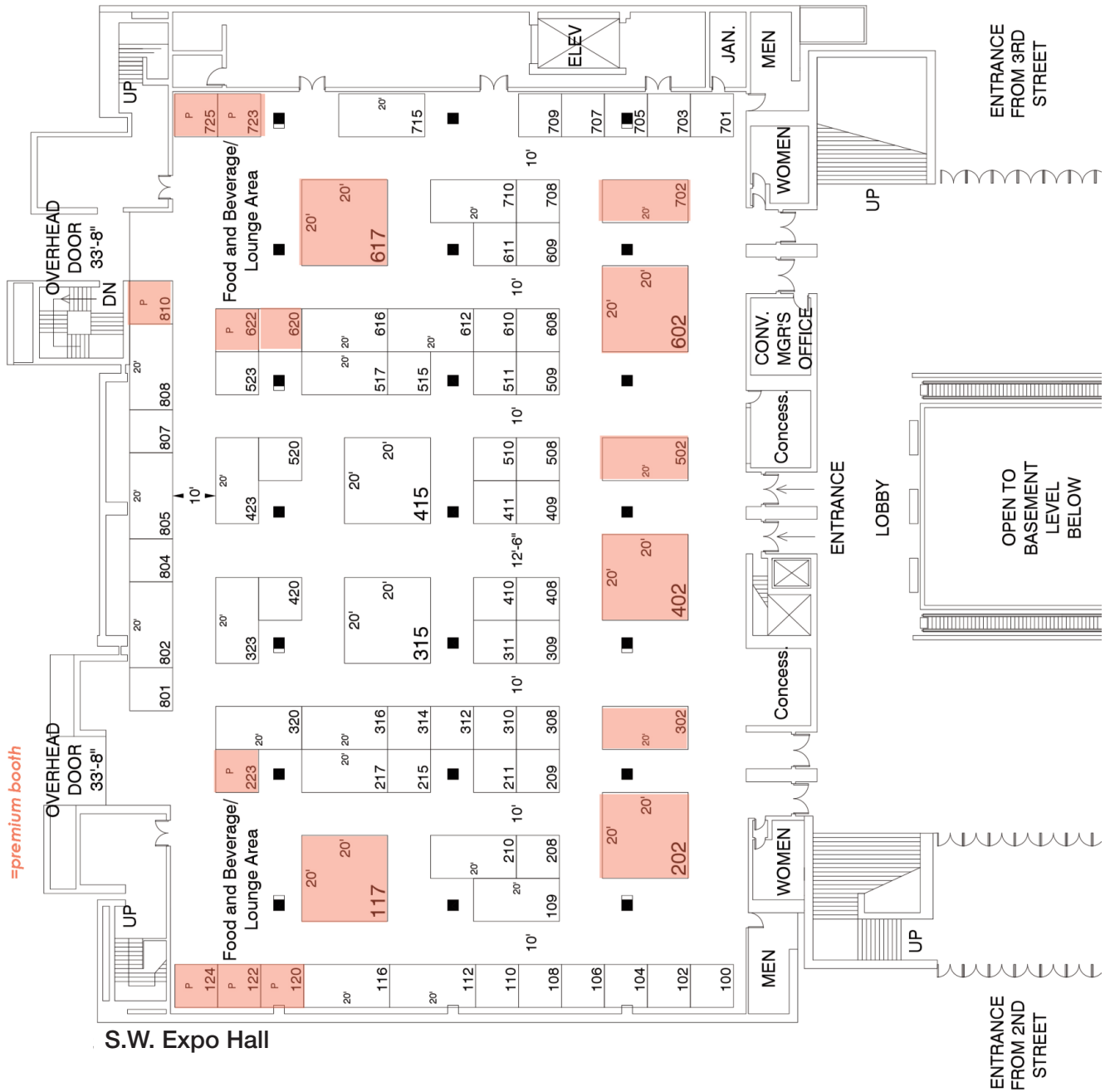
### PARTNER

American Chemistry Council  
Bayer  
Premium Spray Products  
Quadrant  
SpecSource Global  
Spray Foam Nation  
Spray Works  
SWD



# Floor Plan

## Albuquerque Convention Center • Southwest Expo Hall



# 2015 SPFA Application/Contract for Exhibit Space

The undersigned hereby submits this Application and Contract for Exhibit Space to participate as an exhibitor at the 2015 SPFA Convention & Expo (hereinafter "Exhibition") and does hereby agree to unconditionally be bound by and to at all times adhere to its terms and conditions and the attached Exhibition Terms, Rules and Regulations.

**Applicant exhibitor's four (4) preferred choices for locations in the Exhibition Area are:**

- 1st Choice \_\_\_\_\_
- 2nd Choice \_\_\_\_\_
- 3rd Choice \_\_\_\_\_
- 4th Choice \_\_\_\_\_

**List of competitors from whom the applicant exhibitor prefers booth separation:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**Applicant exhibitor Information: PLEASE TYPE OR PRINT**

Company Name	Name of Authorized Representative/Contact	
Company's Business Address	Street	
City	State/Country	Zip Code
Email	Telephone	Fax
Credit Card Number	Expiration Date	CVV Code

**\*\*\*IMPORTANT NOTICE TO APPLICANT EXHIBITOR:**

- Booth space will NOT be assigned without the required deposit being received by SPFA together with this fully executed Application and Contract.
- SPFA will undertake good faith efforts to locate the applicant's exhibit booth in one of the desired locations specified above. Notwithstanding the above, SPFA cannot and does not guarantee that the applicant will be assigned one of the desired booth locations and reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary.
- To qualify for and receive a reduced SPFA member rate for the Exhibition, the applicant must be an active member with dues paid current as by the date of the 2015 Exhibition.
- SPFA will make exhibitor information and documentation available to SPFA member exhibitors two (2) weeks prior to making such exhibitor information and documentation available to non-SPFA member exhibitors.

The Exhibitor, by its authorized signatory and representative, whose signature and title appear below, executes and agrees to be bound by the terms and conditions of this Application and Contract and the Terms, Rules and Regulations of the Exhibition. The applicant Exhibitor further agrees that it shall:

1. Submit the required payment to SPFA (made payable to "SPFA") for one-half (1/2) the total cost of the requested exhibit space as a deposit and partial payment for exhibition space. An Application and Contract that is not fully executed and/or that is not accompanied by the required deposit payment for the desired space identified in this Application and Contract will not be processed until a fully executed Application and Contract and deposit are received;
- 2) Agree to comply with the following payment schedule: fifty percent (50%) of the total cost for the requested booth space at the time of execution and submission of the signed Application and Contract, and the remaining fifty percent (50%) payment by the balance due date. If this Application and Contract is entered into after the SPFA designated balance due date (October 15, 2014), the applicant Exhibitor agrees to submit its payment for the total cost of the requested booth space. Failure to make payment as scheduled will result in the forfeiture of the assigned space and the deposit;
- 3) At all times abide by and adhere to the terms and conditions of this Application and Contract and the attached Terms, Rules and Regulations;

- 4) Agree to the assigned exhibit space even if such space is not one of the preferred spaces identified in this Application and Contract. SPFA will undertake good faith efforts to assign the exhibitor one of their chosen spaces;
- 5) Warrant that the products and/or services to be shown by the applicant Exhibitor shall properly represent the applicant Exhibitor's company and are directly related to and germane to this Exhibition's industry;
- 6) Warrant that it shall indemnify, defend and hold harmless SPFA/Show Management, its officers, directors, employees, volunteers, agents, and representatives from and against any and all liability, responsibility, loss, injuries or damages to persons or property (including death), costs or expense of any kind whatsoever as they arise (including, but not limited to, reasonable attorneys' fees and court costs) which SPFA/Show Management may incur, suffer, or be required to pay, incident to, resulting from, or arising directly or indirectly out of any intentional or negligent act, error or omission or breach of these terms, conditions, rules and regulations by the Exhibitor or any of its officers, directors, employees, agents, representatives, contractors, servants, guests or invitees. Furthermore, Exhibitor assumes full responsibility and liability for the actions of its agents, representatives, employees, independent contractors, guests, invitees, whether acting within or without the scope of their authority, and agrees to indemnify, defend and hold harmless SPFA/Show Management, the Show Sponsor and the Exhibition Facility, as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of acts, errors or omissions of the Exhibitor's agents, representatives, employees, independent contractors, servants, guests or invitees whether acting within or without the scope of their authority. This warranty shall survive the termination of this Application and Contract for any reason.
- 7) Acknowledge and agree that facsimile transmitted copies of this Application and Contract to SPFA at its office shall constitute a legally binding document if executed in full by authorized representatives of SPFA and the applicant Exhibitor;
- 8) Ensure that all graphics, videos, literature, demonstrations, etc. shall be in compliance with OSHA safety rules and any federal, state or local law or statute governing the use of graphics, videos, distribution of literature and demonstrations of any kind or nature;
- 9) Agree to limit booth activity exclusively to the promotion of the applicant Exhibitor's company and its services and products, and not to solicit third parties by electronic mail.
- 10) That the Exhibitor shall not schedule or conduct meetings, presentations, seminars, programs, receptions, or other social or business events during hours that would conflict with SPFA Convention and Exhibition Show general session(s), breakout session(s) or exhibit hall hours.
- 11) That the Exhibitor shall not schedule or host a hospitality suite during the SPFA Convention and Exhibition Show without the prior written consent of the SPFA.

**APPLICANT EXHIBITOR:**

**SPFA:**

\_\_\_\_\_  
By its authorized representative  
and signatory

\_\_\_\_\_  
By its authorized representative  
and signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

**MAIL COMPLETED AND SIGNED APPLICATION/CONTRACT AND FEES DUE TO:**

**Spray Polyurethane Foam Alliance**  
3927 Old Lee Highway, Suite 101B, Fairfax, VA 22030  
or FAX TO: 866-275-5537  
Visit SPFA at [www.sprayfoam.org](http://www.sprayfoam.org) for more information about SPFA and the Expo

**FOR USE BY SPFA OFFICE ONLY**

Space(s) Assigned \_\_\_\_\_ Date \_\_\_\_\_ Member  Yes  No

Booth Fee \_\_\_\_\_ Required Deposit \_\_\_\_\_

Balance Due \_\_\_\_\_

Additional SPFA Notes: \_\_\_\_\_

# Term, Rules and Regulation

## Agreement:

By signing the attached Application and Contract for Exhibit Space (hereinafter referred to as "Exhibit Contract"), the Exhibitor agrees to be bound by and at all times adhere to the Terms, Rules and Regulations set forth in this document and all amendments thereto and the decisions of Show Management, Show Sponsor, the Official General Contractor, and the Exhibition Facility. For purposes of this agreement, the term "Show Management" shall mean the Spray Polyurethane Foam Alliance ("SPFA"), and its respective officers, directors, staff, volunteers and SPFA's designated and authorized agents, representatives and contractors. The term "Exhibitor" shall mean any company, firm or person who has applied for or been allocated space at the Exhibition. The Application and Contract will not become binding until fully executed by an authorized representative of Show Management and the applicant Exhibitor and the initial Exhibitor deposit is received by SPFA/Show Management.

## Exhibitor's Authorized Representative:

The Exhibitor must name an authorized representative in connection with the installation, operation and removal of the applicant Exhibitor's exhibit. The applicant Exhibitor's designated representative must be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be solely responsible. Exhibitor shall assume all responsibility for the designated representative being in attendance throughout all Exhibition periods and for keeping the exhibit neat, safe, manned and orderly at all times.

## Admissions:

Show Management shall have sole control over all admissions of persons to the Exhibition and Exhibition Facility. All persons visiting the exhibit area will be admitted according to the rules and regulations of the Exhibition or as amended from time to time by Show Management.

## Terms, Rules and Regulations, and Amendments:

Any and all matters or questions not specifically addressed in this Application and Contract or in the Terms, Rules and Regulations shall be subject to the sole discretion and interpretation of Show Management and the Exhibition Facility.

## Show Directory:

Any exhibitor with fees that are not paid in full to and received by Show Management or its designated representative by January 1, 2015, may not be listed in the official show directory.

## Floor Plan:

The arrangement of the exhibit spaces shown on the floor plan, the dimensions and locations of exhibit space exits, and other structures are believed to be accurate, but are only warranted to be approximate.

## Space Assignment:

Show Management will undertake good faith efforts to locate the applicant Exhibitor's booth in one of the preferred locations identified by the applicant in its Application and Contract. Notwithstanding the above, Show Management cannot and does not guarantee that the applicant Exhibitor will be assigned one of the desired booth locations and reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary.

## Exhibition Operations and Activities:

If Show Management decides that the Exhibitor is engaged in activities or is displaying any items contrary to the best interests of the Exhibition, or which appear to be unethical or a breach of law, Show Management may, in its sole and absolute discretion, rearrange or remove such articles or cancel entirely any allocation of space, without liability for refund or reduction of the exhibit space charge paid or due hereunder, and without liability for any other damages caused by such action. A company must be a Show Management approved exhibitor in order to display, solicit prospects, sell products/services or participate in the Exhibition. A non-exhibiting company loaning or making available its product to an exhibiting company shall not be allowed to list its name in the official directory or have any signage or promotional activities of its products or services in the authorized Exhibitor's booth.

Exhibitors are responsible for and shall be held liable for compliance with the terms as set forth in this document and are therefore responsible for informing any Exhibitor Appointed Contractor or designated contact of the Terms, Rules and Regulations.

Distribution of printed materials, souvenirs, or any other forms of advertising is prohibited in the corridors or lobby of the Exhibition Facility hotel(s) or exhibit areas. No activities will be permitted in any exhibit space that are contrary to the law or these Terms, Rules and Regulations or which will disturb other exhibitors

in the immediate area. The exhibit booth must be manned and maintained by at least one Exhibitor company representative at all times during the Exhibition operation. All displays, equipment, booth furnishings, product demonstrations, prized-drawings, and marketing/ promotional activities, including surveys of any nature conducted by the Exhibitor or by a contracted survey firm must be confined to the booth and the Exhibitor shall not obstruct the view of adjacent booths of other exhibitors next to each other.

The Exhibitor shall not assign or sublet any allocated space, in whole or in part, unless prior written authorization is obtained from Show Management. If Show Management learns that such activity exists or has taken place, the Exhibitor will be deemed to have forfeited its participation in the current and future SPFA Conventions and Expos.

Show Management will not publicize or announce any such activities conducted by or on behalf of exhibitors. Materials, equipment or activities which detract from the atmosphere of the Exhibition or which disturb exhibitors are strictly prohibited. Costumed personnel or mannequins must not be offensive or disruptive in their appearance or dress. Show Management shall have the right to prohibit any exhibit, which in its opinion is not suitable to the character or purpose of the Exhibition and shall be promptly modified by the Exhibitor upon the direction of Show Management. The Exhibitor shall not attract attendees into its booth by the use of demonstrations that are not germane to its products or services, nor for that or any other purpose, shall the Exhibitor, without the prior written authorization of Show Management, employ the use of live activities which include, but are not limited to, the following: dancing, sports, music entertainment, use of animals, distribution of food or alcoholic beverages, etc. Balloons or other lighter-than-air items and the use of glitter, confetti, smoke and similar decorative items are not permitted on the Exhibition floor. Visitors to the Exhibitor's booth must be contained within the parameters of the booth. No overflow into the aisles will be permitted as fire regulations require that all aisles must be free for egress in the event of an emergency. Show Management and the Exhibition Facility reserve the right to remove from the Exhibition materials, advertising, or literature that they feel is not in keeping with the standards of the Exhibition.

Other prohibited activities include: 1) cooking in the Exhibitor's space; 2) no beer or wine or alcoholic beverages may be served or distributed by an Exhibitor without prior written permission of Show Management; 3) the conduct of activities that could be considered illegal, such as games of chance, under the laws of the State of New Mexico; 4) the use of electrical equipment that is not UL approved.

## Safety, Electrical, and Furnishings:

The Exhibitor agrees that the first priority of all personnel in the booth shall be the safety of those attending the booth, during, before or after the Exhibition's open hours. Each exhibitor is charged with having knowledge of all Federal, State and local laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the Exhibition. Compliance with such laws is mandatory for all exhibitors, and the sole responsibility of the exhibitors. Show Management, the Exhibition Facility, the Official General Contractor and any official service contractors have no responsibility pertaining to compliance with public policy laws as far as individual exhibitors' space, materials and operation are concerned. All booth decorations including carpeting must be flame-proofed, and all hangings must clear the floor. Electrical wiring must confirm with National Electric Code Safety Rules and the City of Albuquerque electrical code. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire or other safety hazard, Show Management reserves the right to remove all or part of such exhibit as may be in violation, at the exhibitor's sole expense.

All charges for electrical or other utilities required shall be paid to the Exhibition Facility by the Exhibitor. Arrangements for special electrical services must be made directly with the Exhibition Facility at least twenty one (21) days in advance of the commencement of the Exhibition at the expense of the Exhibitor. All equipment requiring electrical current must comply with City of Albuquerque electrical codes and all other applicable safety requirements including Underwriters Laboratories approved. Exhibitor shall arrange directly with the Official General Contractor at the Exhibitor's expense for any booth furniture, displays or equipment over and above its own.

## Right of Entry and Inspection:

Show Management shall have the right at any time to enter the leased area occupied by the Exhibitor or otherwise inspect the Exhibitor's materials.



### **Payment and Cancellations:**

- a) The Application and Contract must be signed and accompanied by the required payment.
- b) No cancellation shall be acknowledged unless received by Show Management in writing. The date upon which the notice of cancellation is received by Show Management shall apply as the official date of cancellation. Upon receipt of the written cancellation from the exhibiting firm, Show Management will acknowledge such receipt in writing unless otherwise agreed by both parties in writing. The only terms applicable to cancellation are those under this paragraph.
- c) Should an exhibitor cancel its booth rental space at the Exhibition, the following shall apply:
  - 1) If cancellation occurs on or before the balance due date and the Exhibition is completely sold out, 50% of the amount paid by the exhibiting firm at the time of the cancellation will be refunded at the option of Show Management. Any refunds will be issued approximately 6-8 weeks after the close of the Exhibition.
  - 2) If cancellation is requested after the balance due date, no refund will be made.

### **Service Order Kit:**

The Service Order Kit (SOK) will be sent to exhibiting firms who have paid in full approximately 8-10 weeks prior to the Exhibition. This SOK will contain important information and order forms for the services offered by the Official General Contractors, including drayage, booth furnishings, labor, electrical service, telephone, etc. Special orders for water, gas, special electrical service, etc. not covered by this SOK must be brought to the attention of the appropriate Official Contractor not less than thirty (30) days prior to the starting date of the Exhibition.

### **Shipping Instructions:**

Materials to be shipped must be forwarded in accordance with the specific instructions of the Official General Contractor. Exhibit materials should always be sent PREPAID with a copy of the Bill of Lading sent to the Official General Contractor. Exhibit materials should be scheduled to arrive not more than thirty (30) days and not less than two (2) weeks prior to the installation at the Exhibition. Nothing should be sent to the Exhibition Facility in advance, as its staff is not prepared or authorized to receive shipments. If it is necessary to ship directly to the Exhibition Facility, the Exhibitor must schedule its shipment to arrive during the installation period and coordinate the details with the Official General Contractor.

### **Exhibit Booths and Displays (Height Limits):**

Linear booth exhibits/displays may be placed in the area not more than four feet forward from the back of the wall of the booth and up to a height not to exceed eight feet (2.5 meters) from the exhibit floor. All parts of the exhibit/display in any portion of the booth beyond four feet from the bottom back wall shall be placed to exceed the eight of the dividing side rails of three feet. Height limitations must be observed as follows: linear booths shall not exceed eight feet (2.5 meters) in height. Island booths shall not exceed sixteen feet (six meters) in height. Island booths are defined as a booth with aisles on all four sides. All others are defined as linear booths. NO ADVERTISING LOGOS, DISPLAYS, SIGNAGE, OR EXHIBIT STRUCTURE MAY EXCEED THE HEIGHT LIMITATION. THE HEIGHT LIMITATION WILL BE STRICTLY ENFORCED WITHOUT EXCEPTION. Bridging of booths across an aisle for any reason and by any means must receive written approval of Show Management. Multi-story booths are not permitted, except in areas designated by Show Management. Exhibits/displays not meeting these specifications or which in design, operation, or otherwise are objectionable in the opinion of Show Management will be modified to meet these specifications. All unfinished parts of an exhibit/display that are exposed and facing an aisle or neighboring exhibitor must be curtained off at the Exhibitor's expense.

### **Official Contractors:**

Show Management has selected the official contractors to provide services and furnishings for this Exhibition. The purpose of these contractors is to provide a quality service and product to exhibitors at a competitive rate in a safe and timely fashion. The following services and furnishings must be provided by the official contractors, whose forms will appear in the Service Order Kit: Security, cleaning and janitorial services, freight handling in/out, standard rental furnishings, equipment for rigging, erecting or dismantling an exhibitor's display, all ancillary services including photography, florists, audio-visual, etc.

### **Exhibitor Appointed Contractors:**

Exhibitors using Exhibitor Appointed Contractors agree to submit a completed Exhibitor Appointed Contractor Notice by the due date. Exhibitor Appointed Contractor Notices may be obtained from the SOK. A copy of the notice must be submitted to the Official General Contractor as well as Show Management. Exhibitors utilizing Exhibitor Appointed Contractors agree to indemnify, defend and hold harmless Show Management (SPFA), the Show Sponsor, the Official General Contractor and the Exhibition Facility, their respective officers, directors, employees, agents, representatives, volunteers from and against any and all claims, actions, causes of action, judgments, liabilities, injuries or damages to persons or property (including death), costs and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from any negligent act, error or omission, intentional or willful misconduct of the Exhibitor and/or its Exhibitor Appointed Contractor(s) in connection with their activities and presence at the Exhibition.

All Exhibitor Appointed Contractors shall maintain the following insurance coverage(s): 1) General Liability, broad form, with limits of not less than \$1,000,000 per occurrence; 2) Automobile liability, any auto, with limits of not less than \$1,000,000 per occurrence; 3) Worker's Compensation required in the state the Exhibition is located; and 4) Employer's Liability: \$100,000. Umbrella Form Excess Liability insurance may be used to bring coverage levels up to these requirements. In addition, policies must name as additional insureds: SPFA, the Show Sponsor, the Exhibition Facility and the Official General Contractor. Exhibitor Appointed Contractors shall have and make available during the installation period for Show Management's review, a copy of Certificates of Insurance evidencing the above-required insurance and additional named insureds. ONLY EXHIBITOR APPOINTED CONTRACTORS ABLE TO PRODUCE A CERTIFICATE OF INSURANCE, COMPLETE WITH THE APPROPRIATE COVERAGE AND ADDITIONAL INSURED LANGUAGE, WILL BE PERMITTED TO WORK IN THE EXHIBITION FACILITY. ALL OTHERS SHALL FORFEIT THEIR WORK TO THE OFFICIAL GENERAL CONTRACTOR.

### **Installation of Exhibits:**

Exhibitors or their agents shall not injure or deface any part of the Exhibition Facility, booths, booth contents, Exhibition equipment or décor. When such damage occurs, the Exhibitor shall be liable to the owner of the property so damaged.

Exhibitors may have access to the Exhibition Facility and exhibit area at the commencement of the installation or set-up period. The working hours during the installation or set-up period will commence at 12:00 noon and conclude at 5:00 p.m. unless otherwise designated. Requirements for services before or after these times must be arranged through the Official General Contractor. Installation of all exhibits must be fully completed at least one (1) hour prior to the opening of the Exhibition. Exhibitors who do not meet this deadline will not be allowed to continue setting up until two (2) hours prior to the next day's Exhibition hours. Failure to adhere to this requirement could restrict the Exhibitor's entry into future exhibitions. Any space NOT claimed by three (3) hours prior to the opening time of the first day of the Exhibition shall be deemed forfeited and may be resold or reassigned without refund or any penalty or liability on the part of Show Management. All empty crates, upon erection of the display, shall be labeled as such and properly identified with the Exhibitor's company name and booth number for removal by the Official General Contractor from the exhibition floor. All empty crates and cartons must be properly identified to facilitate their delivery by the contractor at the close of the Exhibition. The Exhibition Facility does not provide a storage service for empties but will maintain a janitorial service for the aisles, entrances and exits to the exhibition area. No crates, packing materials, wooden boxes, and other highly combustible materials may be stored in the Exhibition hall, meeting rooms or fire exit areas.

### **Dismantling and Removal of Exhibits/Early Removal Prohibited:**

No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without the prior written permission of Show Management. If an Exhibitor breaches this provision, it shall pay, as compensation for distraction to the Exhibition's appearance and operation, an amount equal to one-third (1/3) of the total space charge for Exhibitor's allocated area, in addition to all sums otherwise due under this Application and Contract. Additionally, breach of this provision may result in the loss of the Exhibitor's participation in future Show Management Exhibitions.

The packing of merchandise and dismantling of displays/exhibits shall not start until after the Exhibition's closing. Empty crates and carton will not be delivered

until this time. Arrangements for the use of Exhibitor services, i.e. labor, shipment of exhibit materials from the Exhibition site must be made in advance of the Exhibition closing. Materials left in the booth after the Exhibition closing and not packed or crated or covered by a bill of lading for shipment will be packed, shipped or stored at the sole discretion of the Official General Contractor and all expenses will be charged to the Exhibitor of record. The Exhibition facility/Exhibit Hall must be cleared of all exhibit materials by the end of the dismantling period.

#### **Hold Harmless and Indemnification:**

This Agreement shall not constitute or be considered a partnership, joint venture or agency relationship between Show Management and the Exhibitor. The Exhibitor hereby warrants and agrees that it shall defend, indemnify and hold harmless Show Management, the Show Sponsor, the Exhibition Facility and Official General Contractor from and against any and all liability, responsibility, loss, injuries or damages to persons or property (including death), costs or expenses of any kind whatsoever as they arise, including, but not limited to reasonable attorneys' fees and court costs, which Show Management, the Show Sponsor, the Exhibition Facility or the Official General Contractor may incur, suffer, or be required to pay, incident to, resulting from, or arising directly or indirectly out of any intentional or negligent act, error or omission or breach of the terms, conditions and rules by the Exhibitor or any of its employees, servants, agents, representatives, contractors, invitees or guests. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, representatives, contractors, invitees and guests, whether acting within or without the scope of their authority, and agrees to indemnify, defend and hold harmless Show Management, the Show Sponsor, the Exhibition Facility and the Official General Contractor, as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of acts, errors or omissions of its agents, employees, servants, representatives, contractors, invitees or guests, whether acting within or without the scope of their authority. This warranty shall survive the termination of this Application and Contract for any reason.

#### **Security/Liabilities/Insurance:**

- a. **Errors and Omissions:** Show Management assumes no responsibility or liability for any services performed or materials delivered by any official exhibition contractor or other suppliers to the Exhibition, their personnel or their agents. Any controversies which may arise between exhibitors and official exhibition contractors, or personnel of either, shall be referred to Show Management for resolution, and Show Management's decision shall be final and binding.
- b. **Liability and Insurance:** Notwithstanding Show Management's agreement to provide security, all property of the Exhibitor remains under the Exhibitor's custody and control in transit to and from the Exhibition Facility and hall, during installation, storage and removal, and while it is in the confines of the Exhibition Facility. Neither Show Management, the Show Sponsor, the Exhibition Facility or any official service contractor, nor any of the officers, directors, employees, staff members, agents or representatives of the same are responsible for the safety of property of any exhibitor from theft, damage by fire, accident, vandalism or other causes, and the Exhibitor waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor. Show Management, the Show Sponsor, the Exhibition Facility and any official contractor shall be NOT be liable for injury of any type from any cause to persons conducting or otherwise participating in the Exhibition or to invitees, guests, employees, agents or servants of the Exhibitor. Exhibitor understands and agrees that Show Management does not carry business interruption and property damage coverage for loss of damage of Exhibitor's property.

The Exhibitor agrees to carry insurance for a single limit of not less than \$1,000,000 per occurrence for their employees, agents, contractors, representatives and guests present at the Exhibition in each of the following categories: Broad Form General Liability and Automobile Liability; property insurance coverage with limits adequate to protect the value of Exhibitor's property. In addition, the Exhibitor agrees to provide Workers' Compensation insurance providing benefits for the state in which the Exhibition Facility is located, and Employers Liability coverage of not less than One Hundred Thousand (\$100,000) per accident. An umbrella liability policy would be satisfactory provide all these areas are covered. Such policies of insurance shall name as additional named insured's: Show Management, the Show Sponsor, the Exhibition Facility and the Official General Contractor. Certificates of insurance evidencing such coverage shall be provided to Show Management prior to the commencement of the Exhibition.

Show Management shall not be liable to the Exhibitor in excess of consideration paid by the Exhibitor, exclusive of deposit, for breaches of conduct or tortuous conduct by Show Management, its agents, representatives, and independent contractors, whether acting within or without the scope of their authority, by agents, representatives or independent contractors of the Exhibition Facility, official service contractors or by the general public. Show Management's service contractors shall not be liable for failure to perform their obligations under the contract due to strikes, riots, acts of God, or other causes beyond their reasonable control.

- c. **Damage to Facility:** Any damage to the Exhibition Facility caused or done by the Exhibitor, its officers, directors, employees, agents, representatives or contractors shall be replaced or repaired by the Exhibitor at its expense. Additionally, the Exhibitor agrees to indemnify, defend and hold harmless Show Management (SPFA), the Show Sponsor, the Exhibition Facility and the Official General Contractor from and against any and all liability, loss and/or damages whatsoever, caused to the Exhibition Facility or any part thereof directly or indirectly.
- d. **Security:** Security guards will be furnished during the installation hours, closed hours, and during the dismantling hours of the Exhibition. The furnishing of security shall not increase the liability of Show Management, the Show Sponsor, the Exhibition Facility or the Official General Contractor for which the Exhibition is being held. After show hours, only those exhibitors properly identified and with the authorization of Show Management may enter the Exhibition area. During show days, Exhibitor personnel may have access to the Exhibition area not more than one hour prior to its opening.
- e. Damage to inadequately packed property shall be the sole responsibility of the Exhibitor.
- f. Exhibitors are advised to add on to their existing insurance a portal-to-portal rider protecting against loss/damage to their materials by fire, theft, vandalism or accident, etc.

#### **Cancellation or Postponement of Exhibition:**

In the event that the Exhibition is postponed due to any occurrence not occasioned by the conduct of Show Management or the Exhibitor, whether such occurrence be an Act of God, fire, flood, common enemy, result of war, civil disorder, labor dispute/strike, terrorist action, government action, curtailment of transportation facilities, biological hazard, public health hazard or warning or any act or conduct of any person or persons not a party to this agreement, then performance of the parties hereto shall be excused for such period of time as is reasonably necessary after such occurrence to remedy effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in the cancellation of the Exhibition, the obligations of the parties under this agreement shall automatically be terminated and all rental payments made under this lease of space shall be refunded to the Exhibitor, less a pro rata share of expenses actually incurred by Show Management in connection with the Exhibition. Show Management reserves the right, with no liability to the Exhibitor for refunds, additional expenses or otherwise, to change the date or place of the Exhibition upon two (2) weeks notice to the Exhibitor, effective from the date of mailing of such notice.

#### **Waiver:**

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of their agreement. Rights of Show Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Show Management.

#### **Applicable Law and Jurisdiction:**

Exhibitor hereby agrees that the laws of the Commonwealth of Virginia shall control construction and enforceability of this agreement and hereby consents to the jurisdiction of the courts of the Commonwealth of Virginia and Federal District Courts within the Commonwealth of Virginia with respect to any right of action arising under this agreement.

#### **Severability:**

In the event any provision of this agreement is held invalid or unenforceable, then neither the remaining provisions of this agreement nor other applications of provisions involved shall be affected thereby.

#### **Agreement Subject to Terms of Facility Lease:**

This agreement between the Exhibitor and Show Management is subject to the terms of the lease between Show Management and the Exhibition Facility, and to terms of any and all agreements between Show Management and any other party related to the Exhibition. Exhibitors shall not undertake any act or fail to fulfill any obligations which shall be in violation of said lease or agreement.