

ASAPERD EXHIBIT SPACE OFFICIAL APPLICATION AND CONTRACT

Please type or carefully print all information

CONFIRMATION AND EXHIBITOR SERVICE MANUAL SHOULD BE SENT TO:

Company/Institution Name _____
Contact Person _____
Address _____
City/State/Zip _____ Email _____
Phone _____ Toll Free _____ Fax _____

Rental Fees:

Commercial Exhibit Space \$350.00 (vendors selling or promoting a product)
Non-Profit Exhibit Space \$300.00 (entities with IRS non-profit status; must provide ID#)
Educational Exhibit Space \$250.00 (reserved for Alabama colleges and universities whose representatives must be members of ASAPERD and pay the convention registration fee).

NAMES OF UP TO FOUR (4) OF YOUR REPRESENTATIVES WHO WILL ATTEND THE CONVENTION (as they will appear on name badges)

Commercial and Non-Profit Exhibitors Only. Educational exhibitors are expected to be members of ASAPERD and pay the appropriate registration fees.

1) _____ 3) _____
2) _____ 4) _____

PLEASE LIST COMPANIES YOU DO NOT WISH TO BE LOCATED NEAR: _____

WHAT DO YOU INTEND TO EXHIBIT? _____

DIRECTORY LISTING. Please indicate the information as you wish it to appear in the convention program.

Company/Institution Name _____
Contact person _____
Address _____
City/State/Zip _____ Email _____
Phone _____ Toll Free _____ Fax _____
Description of product(s) or service(s) (25 words or less) _____

In contracting as an exhibitor at the ASAPERD Fall Conference, the applicant agrees to release, defend, and hold harmless the Alabama State Association for Health, Physical Education, Recreation and Dance, any co-sponsors, and the exhibition facility and its agents and employees from and against any and all losses, costs, damages, liability, or expense (including attorney's fees) arising out of or resulting from any accident, bodily injury, property loss or damage, or other occurrences to any person or persons including the exhibitor, its agents, employees, and invitees arising out of or resulting from exhibitor's use and occupancy of the exhibit area at the conference facility or any part thereof. **Before signing**, please be sure to read the rules and regulations printed on the reverse of this form. Signature constitutes acceptance of and agreement with all such rules and regulations.

Total Amount Due \$ _____

Payment type (circle one): check credit card – **Visa MC Discover**

Credit card # _____

Expiration date _____

Authorized Signature _____

Title _____

ACCEPTANCE. This application becomes a contract if accepted by ASAPERD. Your confirmation copy will be returned to you with any additional instructions.

Checks payable to: ASAPERD

Mail this application and payment to:

Fall Conference Exhibits, PO Box 369, Arley, AL 35541

FOR ASAPERD USE ONLY

Date Accepted: _____
of Booths _____
Type Commercial NP Educational
Booth(s) numbers assigned _____
Total Rental Cost due \$ _____
Total Amount Received \$ _____
Check Number _____
Credit card processed _____
Processed by: _____

REGULATIONS

These rules and regulations are a part of the contract between the Alabama State Association for Health, Physical Education, Recreation, and Dance (ASAHPERD) and the Exhibitor. Exhibit Management reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the convention. Exhibit Management's decisions and interpretations shall be accepted as final in all cases. These regulations have been formulated for the best interests of the exhibitor. The management respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of the management. Signature on the front of this form constitutes acceptance of and agreement with all regulations written herein.

CONTRACT & PAYMENT FOR SPACE: All applications must be accompanied by payment for the appropriate number of booths. **Checks should be made payable to ASAHPERD.** Upon acceptance by ASAHPERD this application becomes a contract **for an 10' X 8' booth space, including a table, two chairs, drapery, exhibit sign, and up to four badges (commercial and non-profit only).** In the event of fire, strikes, or other uncontrollable circumstances rendering the exhibit area unfit or unavailable for use, or causing the show to be canceled 10 days or more prior to the opening date, this contract will not be binding and payments on account of exhibit rental will be refunded. If such event should occur within 10 days prior to the opening date of the show, 80% of the money paid for rental will be refunded. All measurements, as shown on the diagram, have been made accurately, but the management reserves the right to make such modifications as may be necessary, making equitable adjustment with the exhibitor affected.

SPACE CANCELLATIONS: In order to process a refund ASAHPERD must receive a written notice of cancellation from the exhibitor. If a notice of cancellations is more than 45 days prior to the Convention dates, ASAHPERD will refund the booth fee(s) less a **10% processing fee**; if cancellation occurs less than 45 days prior to the Convention dates, the processing fee will be **15%**. No refund will be made if cancellation is received less than 10 days prior to the Conference dates.

USE OF SPACE: All sales activities must be confined to the limits of the booth. Products can 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. Direct sales are restricted to commercial exhibitors only. All direct sales must comply with local and state regulations concerning licensing and taxes. Orders may be taken in the booth and cash transactions are permitted. Sale of merchandise is prohibited in exhibit categories of Non-profit Organization and Educational Institution. No exhibitor shall assign, sublet or share the space allotted without the knowledge and consent of the management. No exhibitor is permitted to show goods other than those manufactured or dealt with in the regular course of business. Displays shall not be placed in such a manner as to block, shield or interfere in any way with other exhibits. Because of the large number of individuals who occupy the exhibit area and the close proximity of fellow exhibitors, ASAHPERD requests that any audio used at a booth be kept at a minimum. Showing of motion pictures or slides in the booth must be limited in size so as not to

disturb adjacent exhibitors.

INSTALLATION & DISMANTLING: All exhibitors are expected to comply with the published schedule for installing and dismantling. Under liability of a \$50.00 penalty, each exhibitor agrees to have the exhibit installed according to the published schedule, to keep the booth occupied during exhibit hours **and not dismantle the booth in any manner until after the closing of the show.** All booth space must be claimed at least one hour prior to the opening of the show. Booth space not claimed according to this schedule is subject to being resold without refund of rental paid.

LIABILITY & INSURANCE: The ASAHPERD or the facilities management, or any officer or staff members will not be responsible for the safety of the property of the exhibitors from theft, damage by fire, accident, or other causes, but will use reasonable care to protect the exhibitors from such loss and will have **security personnel on duty during all periods when the exhibit is not operating.** No responsibility is assumed for goods delivered to the exhibit space before Set-up Day or for unpacked materials left in the exhibit area after closing hours of the show. Exhibitors wishing to insure their goods must do so at their own expense.

FIRE PROTECTION: Flammable booth decorations must be fireproofed. All hangings must clear the floor. 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 such part of the exhibit as may be irregular. Exhibitors must comply with all city fire regulations.

CIRCULATION & SOLICITATION: Distribution of circulars or other promotion materials may be made only within the booth assigned to the exhibitor presenting such material. Any firm or organization not assigned space in the exhibit will not be permitted to solicit business within the exhibit area.

RESTRICTIONS IN OPERATION OF EXHIBITS: The management reserves the right to restrict exhibits that because of noise, method of operation, materials, or any reason become objectionable, and also to prohibit or evict any exhibit that, in the opinion of the management, may distract from the general character of the exhibit as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that the management determines is objectionable to the exhibit. In the event of such restriction or eviction, the ASAHPERD is not liable for any refund of rental or other exhibit expense.

CARE OF BUILDING & EQUIPMENT: Exhibitors, or their agents, shall not injure or deface the walls or floors of the building, the booths or the equipment of the booths. When such damage appears, the exhibitor is liable to the owner of the property so damaged.