

# Space Application and Contract



October 7-10, 2012  
McCormick Place South • Chicago, IL USA

## 1. APPLY FOR BOOTH SPACE

We are applying for \_\_\_\_\_ square feet of exhibit space in GRAPH EXPO.

We understand that exhibit space will be assigned based on the "Priority Points" System. Availability of booth choices is not guaranteed. Space will be assigned only when application is accompanied by proper payment (outlined in #3 below).

Please refer to the GRAPH EXPO floor plan to determine booth choices. (Two or more booths may be combined to create a larger exhibit space.) Our choices are:

1st Choice \_\_\_\_\_ 3rd Choice \_\_\_\_\_ 5th Choice \_\_\_\_\_  
2nd Choice \_\_\_\_\_ 4th Choice \_\_\_\_\_ 6th Choice \_\_\_\_\_

## 2. TOTAL SPACE COST

A. Standard exhibit space rate: \$32.00 per square foot.

B. Machinery Material Handling Package Plan: \$37.95 per square foot.

The Machinery Material Handling Package is available if purchased by July 13, 2012. See attached outline of plan and potential additional costs.

NOTE: NPES members may qualify for savings. For more information, contact NPES Assistant Director for Membership, Carol Lee Hawkins, at phone: (703) 264-7200.

The total square foot cost: \$32.00/\$37.95 per sq. ft. X sq. ft. = U.S. \$ \_\_\_\_\_

See payment schedule below for amount due with application.

**LINEAR EXHIBIT SPACE COST INCLUDES:** Standard draped back wall (8 feet high), two side rails (3 feet high), standard 7" x 44" identification sign.

## 3. PAYMENT SCHEDULE

All Space Applications/Contracts must be accompanied by the proper payment as outlined below in order to be assigned:

- Space applications received between November 1, 2011 and February 1, 2012 – 25% of the total space cost is due with signed Space Application and Contract.
- Space applications received between February 2, 2012 and May 31, 2012 – 50% of the total space cost is due with signed Space Application and Contract.
- Space applications received after May 31, 2012 – 100% of the total space cost is due with signed Space Application and Contract.

Check must be drawn on a U.S. bank. Booth payments are refundable if notification of cancellation is received in writing within 15 days of the date of the Assignment Letter. Any booth space with a past due balance is subject to cancellation. (See section #5, reverse side).

## 4. COMPANY INFORMATION

Please print legibly or type address below where all correspondence will be sent. Company information as listed will be used in promotional material.

COMPANY \_\_\_\_\_

STREET ADDRESS (For UPS Shipments) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

(Please provide both a mailing address and a street address; UPS does not deliver to a P.O. Box.)

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

COUNTRY \_\_\_\_\_

SHOW CONTACT \_\_\_\_\_  Mr  Ms

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

WEBSITE ADDRESS \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_ TITLE \_\_\_\_\_

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

\*This signature implies that the company is bound by all GASC rules, regulations and terms and agrees to receive all event communications including fax, phone, e-mail, and mail.

**PAYMENT MUST ACCOMPANY THIS FORM. MAKE CHECK PAYABLE TO:  
GRAPHIC ARTS SHOW COMPANY, INC. (U.S. dollars drawn on a U.S. bank.)**

Space rental payments are not deductible as charitable contributions for federal income tax purposes. Federal Tax I.D. # 52-1254951

## 5. PRODUCTS TO BE EXHIBITED

Please indicate your products below. At least 70% of your display must be relative to the exhibit area selected.

- |   |   |
|---|---|
| <input type="checkbox"/> Design & Document Creation       | <input type="checkbox"/> Press Accessories                        |
| <input type="checkbox"/> Prepress Equipment & Products    | <input type="checkbox"/> Finishing & Binding Equipment & Supplies |
| <input type="checkbox"/> Consumables & Supplies           | <input type="checkbox"/> Mailing/Fulfillment Equipment & Systems  |
| <input type="checkbox"/> Printing Substrates              | <input type="checkbox"/> Advertising Specialties                  |
| <input type="checkbox"/> Print Output Equipment           | <input type="checkbox"/> Software                                 |
| <input type="checkbox"/> Printed Electronics              | <input type="checkbox"/> Material Handling & Plant Equipment      |
| <input type="checkbox"/> Package Printing & Converting    | <input type="checkbox"/> Business Equipment & Products            |
| <input type="checkbox"/> RFID                             | <input type="checkbox"/> Services to the Trade                    |
| <input type="checkbox"/> Wide Format Equipment & Supplies | <input type="checkbox"/> Environmental Newspaper                  |

Please list briefly the type of products that will be displayed and attach product literature if available:

\_\_\_\_\_

Please list your competitors:

\_\_\_\_\_

## 6. PAYMENT OPTION

Check  Wire Transfer (Contact GASC for details)

Credit Card (Credit cards accepted for booth deposits only)

I authorize Graphic Arts Show Company (GASC) to charge my:

MC  Visa  AMEX  Discover  Diners Club

Account Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_

the amount of \$ \_\_\_\_\_ for a deposit on booth space.

Name on Card \_\_\_\_\_ (print)

Authorized Signature \_\_\_\_\_

**Please return signed contract via mail, fax or e-mail to:**

Graphic Arts Show Company, Inc. (GASC)

1899 Preston White Drive

Reston, Virginia 20191 USA

Telephone: (703) 264-7200 Fax: (703) 264-9836

E-mail: sales@gasc.org

**Retain the yellow copy for your records.**

FOR GASC USE ONLY

Rec'd: \_\_\_\_\_ FTE: \_\_\_\_\_

Assigned Date: \_\_\_\_\_ Initials: \_\_\_\_\_

DP \_\_\_\_\_ CK \_\_\_\_\_ Booth # \_\_\_\_\_

Depth \_\_\_\_\_ Width \_\_\_\_\_ Total Sq. Ft. \_\_\_\_\_

Type: I SI P L IRR

Rate: S M T C Set: FR SA

Area: P/F PRE/DS MF GS NP MP PI EDU

# GRAPH EXPO TERMS OF APPLICATION

**IMPORTANT: PLEASE READ THE TERMS LISTED BELOW BEFORE COMPLETING YOUR SPACE APPLICATION.**

## 1. Plan Description

**STANDARD EXHIBIT PACKAGE A:** Standard draped back wall (8 feet high), two side rails (3 feet high), and a standard 7" x 44" identification sign for linear booths.

**MACHINERY MATERIAL HANDLING PACKAGE B:** The Machinery Material Handling Package includes the Standard Exhibit Package, PLUS targeted show site unloading of machinery from inbound carriers, delivery of machinery to exhibitor's booth, including one time spotting, and the loading of machinery onto outbound carriers at the close of the show. Non-machinery material handling services for display, floor covering, parts, paper, etc. will be charged the rates published in the exhibitor manual. Additional charges may apply for warehouse delivery, additional spotting, off-target delivery, non-machinery freight, etc. (see attachment).

**The Deadline for purchasing the Machinery Material Handling Package is July 13, 2012.**

## 2. Application for Space

To exhibit in GRAPH EXPO, submit a Space Application and Contract agreeing to the terms of application and return with payment as specified in section 4. Upon receipt of the space contract and payment, the Graphic Arts Show Company, Inc. ("Show Management") will mail an Assignment Letter identifying the location of the space reserved.

## 3. Reservation of Space

The acceptability of any Space Application submitted for GRAPH EXPO shall be solely determined by Show Management. Show Management shall endeavor to assign to the exhibitor the space requested, but Show Management shall have the right to change and to make such final assignment of the space(s) to be in the best interest of all exhibitors and of GRAPH EXPO. Show Management shall have the sole authority to change the size and location of spaces on the floor plan.

## 4. Payment Schedule

**All Space Applications/Contracts must be accompanied by the proper payment as outlined below in order to be assigned:**

- **Space applications received between November 1, 2011 and February 1, 2012** – 25% of the total space cost is due with signed Space Application and Contract.
- **Space applications received between February 2, 2012 and May 31, 2012** – 50% of the total space cost is due with signed Space Application and Contract.
- **Space applications received after May 31, 2012** – 100% of the total space cost is due with signed Space Application and Contract.

Payments must be made payable to GASC in U.S. dollars drawn on a U.S. bank for the full amount owed. GASC is not responsible for bank fees. **Credit cards are accepted on booth deposits only.** No exhibitor will be permitted to "move in" to the exhibit hall without prior payment for full amount owed in accordance with the payment schedule. Any booth space with a past due balance is subject to cancellation.

## 5. Failure to Occupy Rented Space/Cancellation/Downsize

Exhibitor may cancel or otherwise reduce space requirements only by giving written notice to GASC and complying with the terms hereof. In the event an exhibitor cancels all or part of the exhibit space contracted for 15 days after the date on the Assignment Letter, Exhibitor agrees to pay as liquidated damages the following:

### If downsizing:

- a) 25% of the downsized contracted amount if written notice is received on or before February 1, 2012.
- b) 50% of the downsized contracted amount if written notice is received between February 2, 2012 and May 31, 2012.
- c) 100% of the downsized contracted amount if written notice is received after May 31, 2012.

### If cancelling:

- a) 25% of the contracted space cost if cancellation is received on or before February 1, 2012.
- b) 50% of the contracted space cost if cancellation is received between February 2, 2012 and May 31, 2012.
- c) 100% of the contracted space cost if cancellation is received after May 31, 2012.

In the event that an exhibitor fails to remit all of the liquidated damages on the cancelled space, the exhibitor shall not be permitted to participate in future GASC events. Payment of unused space may not be applied towards the purchase of space at other GASC events. Subletting of space by exhibitor is prohibited.

## 6. Services

Exhibitor shall be responsible for all of their own exhibit costs and expenses. Exhibitor understands and agrees that all charges for services of any kind are to be paid for by exhibitor directly to the persons providing them, and any disputes which may arise between the exhibitor and such service organizations are to be settled between them. Show Management shall announce and provide the exhibitor, in advance, with written notice of a schedule of dates on which each exhibitor's display must arrive and must be removed from GRAPH EXPO. Exhibitor shall be liable for any expense to Show Management caused by exhibitor's failure to conform to the scheduled dates for arrival and removal, including, but not limited to, storage expenses, and shall pay the general contractor within 30 days of receipt of bill for same. Late arrivals of shipments or failure to reserve sufficient labor to erect a display to coincide with the announced show erecting/assembly deadline will constitute reasonable cause for exclusion from GRAPH EXPO.

## 7. Liability Limitation and Indemnification

Exhibitor waives all claims of every kind against the Graphic Arts Show Company, Inc., its directors, officers, stockholders, agents, and employees (hereinafter "GASC") including, without limitation, all claims for damages, or claims for return of payments made to GASC, based on personal property damage, destruction, loss or theft, personal injury or death,

cancellation of the show, (including, without limitation, cancellation of the show in the event of a terrorist act), failure or refusal to provide space for any exhibit, preventing the display, operation, removal or dismantling of any exhibit, and any other act or failure to act by GASC, other than claims resulting from any gross negligence or willful misconduct by GASC.

Exhibitor agrees to indemnify and save GASC harmless from all claims, including expenses, damages, costs and attorneys' fees, by exhibitor, exhibitor's agents, employees or contractors, arising out of any act or omission in any way related to exhibitor's participation in the Show, whether negligent or not. Such indemnification shall be effective unless such claim results from the gross negligence of GASC.

In the event of cancellation or disruption of the Show for any cause, this Agreement shall terminate and the exhibitor waives any claim for damages or compensation, except that the exhibitor shall be entitled to a refund of the amount paid for space for that portion of the Show that is either cancelled or disrupted.

Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased by GASC. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability, and shall name GASC, SMG, and Freeman as additional insureds. Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall and during the show. Exhibitors are not required to send proof of insurance to GASC in advance, however, exhibitors are required to submit proof of insurance upon request.

Exhibitor is completely responsible for any labor that exhibitor brings in.

## 8. Rules Governing Exhibition

Show Management reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable, or otherwise detract from or are out of keeping with the character of the Exhibition as a whole. Exhibitors agree to abide by the "Rules Governing Exhibition" and subsequent amendments as published in the Exhibitor Manual and bulletins, provided that such amendments do not increase Exhibitor's obligations or materially alter Exhibitor's rights hereunder. Exhibitors are responsible for all applicable ASCAP/BMI music licensing fees.

Show Management will furnish all in-line or linear booths with a 8' high back drape and 36" high side dividers. Split island booths will be set with 8' high back drape along the back of the booths. Peninsula booths will be set with 8' high back drape along the center 6' of the booth, dropping to 36" high side dividers on each side. All booths, except islands, will be provided with a 7" x 44" identification sign with company name and booth number at no charge. Exhibitors shall comply with state and local "health and safety" standards and applicable rules and regulations of fire authorities in the city and state in which the exhibition is held. Exhibitors must surrender spaces occupied by them in the same condition they were at the time they were first occupied. Exhibitors are liable for any damage to floors, walls, columns, or other parts of exhibit hall property caused by exhibitor, other than normal wear and tear, as reasonably determined by Show Management.

The distribution of any material or literature is restricted to exhibitor's booth area.

## 9. Cancellation by GASC

Exhibitor's space may be cancelled by GASC for failure to pay balance when due. In the event space is cancelled by GASC, all prior payments on account will not be returned and GASC may lease such cancelled space to another exhibitor at its discretion.

## 10. Display Construction

All exhibitors are expected to comply with booth construction display rules and regulations outlined in the exhibitor's manual. It is the exhibitors' responsibility to supply these rules and regulations to their exhibit houses.

## 11. Directory Listings

GASC reserves the exclusive right to make directory listing information available in hard copy or electronically. GASC is not responsible for any directory errors or omissions.

## 12. Americans with Disabilities Act (ADA)

Exhibitors must be in full compliance of the Americans with Disabilities Act.

## 13. Promotion of Products and Services Not Manufactured or Distributed by Exhibitor and Intellectual Property Rights

Exhibitor shall not exhibit, offer for sale, give as a premium, or provide advertising or literature about articles or services not manufactured or distributed in its own name or an affiliated company, except where such articles or services are required, as determined by GASC, for the proper demonstration or operation of exhibitor's displays, in which case identification of such articles or services shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on the articles or in connection with the services. Exhibitor shall not permit persons other than its own representatives, representatives of GASC, or officially designated labor or service sources, to use its booth for any purpose. Exhibitor affirms that, to the best of its knowledge, it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at GRAPH EXPO and it will not knowingly infringe the intellectual property rights of another party.

## 14. Additions and Amendments to the Rules

The Graphic Arts Show Company, Inc. may from time to time issue such additional rules as it deems necessary for the orderly presentation of the Show. Any rule may be amended at any time by the Graphic Arts Show Company, Inc., provided that such amendment shall not substantially diminish the rights or increase the liability of exhibitor.