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# IRA 57th ANNUAL CONVENTION

CELEBRATING TEACHING | CHICAGO  
 APRIL 29 - MAY 2 2012 LEARN MORE AT WWW.IRACONVENTION.ORG

## APPLICATION AND CONTRACT FOR EXHIBIT SPACE

### MAILING ADDRESS

Please type or print clearly

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State/Province \_\_\_\_\_ Zip/PC \_\_\_\_\_ Country \_\_\_\_\_  
 Company Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Company Website \_\_\_\_\_

### KEY PERSONNEL

#### Exhibit Coordinator:

Name \_\_\_\_\_  
 Job Title \_\_\_\_\_  
 Phone \_\_\_\_\_  
 E-Mail \_\_\_\_\_

#### Advertising/Marketing Contact:

Name \_\_\_\_\_  
 Job Title \_\_\_\_\_  
 Phone \_\_\_\_\_  
 E-Mail \_\_\_\_\_

Please contact me to increase my presence at the 2012 IRA Annual Convention.

### SALES OF PRODUCTS AND/OR SERVICES

Exhibiting Company will sell/take orders during the Event. Exhibit company is responsible for collecting appropriate city/state sales and use tax.

Yes  No

Return signed and completed form with full payment to:

**International Reading Association**  
 Attn: Clavel Jones, Exhibits  
 800 Barksdale Road, Newark, DE 19711  
 Fax: 302-861-3768 • E-mail: exhibits@reading.org

#### FOR OFFICIAL IRA USE ONLY

Date Received		Order #	
Booth Assignment		Total Booth Fee	
IRA Authorized Signature			
Date			

### BOOTH RENTAL INFORMATION

**Booth Rental Fee:** Booths are sold in 10" x 10" (100 s/f) increments at \$16 s/f  
 • \$100 per corner

#### Space Requirement:

width	depth	total square feet	fee	Total
	x	=	x \$16	\$
number of corners			x \$100	\$
<b>TOTAL BOOTH COST</b>				<b>\$</b>

**Location Preference:** 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

### PAYMENT INFORMATION

Applications must include payment in full. Please provide credit card information below or enclose a check payable to "International Reading Association."

**Method of Payment:**  Credit Card  Check

**Credit Card Type:**  Amex  MasterCard  VISA

Check here to authorize IRA to charge full payment to the credit card listed below on January 10.

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Cardholder's Name \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

Exhibitor named below hereby applies for space at the International Reading Association Annual Convention. By signing this Agreement, the Exhibiting Company ("Exhibitor") agrees to the Terms and Conditions, found on the second page of this Contract. Exhibitor agrees that full payment is nonrefundable. Cancellation of this Contract will be accepted only at the sole discretion of IRA. Upon such acceptance, IRA will retain as liquidated damages, and not as penalty, all amounts then paid by (and due from) Exhibitor up to the time of cancellation. Please read carefully the back of this Application/Contract and the Rules and Regulations, incorporated by reference herein. This Contract shall not be accepted, and shall not be binding on IRA until at such time, if ever, it is signed by an authorized representative of IRA. At that time this document will become a legal, binding contract.

Please sign and date this Agreement (both pages) and send to International Reading Association to secure your Exhibit Space. The Exhibit Space deposit MUST accompany this Application/Contract.

\_\_\_\_\_  
 Authorized Exhibiting Company Signature

\_\_\_\_\_  
 Date

**Please sign and return both pages of this contract.**

## PLEASE READ ENTIRE CONTRACT

All Exhibitors and their representatives participating in the International Reading Association 57th Annual Convention over the dates of April 29-May 2, 2012, are required to comply with the terms and conditions ("Terms and Conditions") stated in this Exhibit Space Contract ("Contract"), as well as the rules and regulations ("Rules and Regulations"), and the Exhibitor Services Manual ("Exhibitor Services Manual"), which are integral to and fully incorporated by reference into this Contract.

In consideration of the promises and the mutual covenants contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Exhibitor agrees as follows:

### TERMS AND CONDITIONS

**1) Defined Terms:** The term "Event" means International Reading Association 57th Annual Convention, currently scheduled to be held April 29-May 2, 2012, at McCormick Place, West Building, Chicago, IL. The Event is owned, produced, operated, and managed by the International Reading Association. The term "Show Management" means the International Reading Association and its officers, directors, members, agents, affiliates, representatives, employees, successors and assigns, unless the context requires otherwise. "Exhibitor" means, severally and jointly, (i) the company/s or person/s that applied for Exhibit Space at the Event and agreed to enter into this Contract upon acceptance by Show Management in the manner stated below and (ii) each of its officers, directors, shareholders, members, employees, contractors, agents, representatives and/or invitees, as applicable. Show Management and Exhibitor are collectively referred to in this Contract as the "Parties" and "Party" in the singular. The term "Facility" or "Facilities" means the exhibition/convention venue/s where the Event will be held, including but not limited to the McCormick Place and any other venues used for the Event.

**2) Rules and Regulations/Exhibitor Service Manual:** Please read the Rules and Regulations and the Exhibitor Services Manual, which will be posted online at [www.iraconvention.org](http://www.iraconvention.org) for all Event Rules and Regulations. In addition to the Event Rules and Regulations, the Exhibitor Services Manual will include additional information integral to participation at the Event, including but not limited to: official contractor order forms, shipping delivery and storage of shipments, freight handling (drayage), utilities, electrical and building services/regulations, exhibitor display rules, installation/dismantle Exhibit Space labor to be supplied by the Official Contractor; and move-in/move-out schedules, official Event hours, rental of furniture, additional services and other Event information necessary to aid Exhibitors.

**3) Contract Acceptance:** Show Management's depositing of Exhibitor's Exhibit Space Contract deposit does not constitute acceptance of this Contract. If acceptance is not granted, your Exhibit Space fee deposit will be returned in full. This Contract will only become binding and effective when (i) Exhibitor has signed Page 1 of this Contract, (ii) all Exhibit Space fees are paid as required herein, and (iii) Show Management's duly authorized representative expressly accepts this Contract by countersigning on the facing page of this Contract and returning it to Exhibitor. Please be advised the final Exhibit Space specifics may be different from the Exhibitor's original requests.

**4) Qualifications of Exhibitor:** The purpose of the Event is to promote reading by continuously advancing the quality of literacy instruction and research worldwide. Show Management, in its sole discretion, will determine whether a prospective Exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products, goods and/or services to the education industry or field. Applicants may be required to submit a description of the nature of their business and the products, goods or services to be exhibited or displayed at the Event.

**5) Products & Services Displayed:** Exhibitors may display or exhibit only products and services comprising materials, equipment, apparatus, systems and other component products or services relevant to the education field or as otherwise permitted at Show Management's sole discretion. Qualified Exhibitors must either be the manufacturer, licensed dealer, distributor or representative of the goods, products or services displayed. Each Exhibitor is entitled to one listing in official Event material. That listing will be either the Exhibitor of record or a legal D.B.A. (Doing Business As) submitted by the Exhibitor signing this Contract. No entity other than the Exhibitor of record or a legal D.B.A. will be granted a listing in official Event material. The Exhibitor of record may not feature names or advertisements of non-exhibiting manufacturers, distributors or agents. Show Management will not be liable for any errors or omissions in the Show Directory, attendee lists, Web sites or in any promotional materials for the Event. Show Management reserves the right of final approval as to which publications Exhibitors are allowed to display within their Exhibit Space.

**6) Placement/Assignment of Exhibit Booth Space:** Show Management will try to assign Exhibit Space in accordance with Exhibitor's preferred location choices. Exhibit Booth Space for the Event will be assigned by Show Management, at its sole and absolute discretion. Beginning with Exhibitors that participated in the 2011 Annual Convention, IRA will assign Exhibit Space on the basis of a priority points system; however, prior Exhibit Space assignment does not imply or guarantee that similar Exhibit Space or location will be assigned for this Event or future International Reading Association events. Exhibitors who have not earned any priority points will be assigned on a first-come, first-served basis but only after all companies with priority points that have submitted their contracts and deposits by the deadline date are assigned. New Exhibitors are advised to send in their contracts and deposits as soon as possible. Further, Show Management reserves the right, at its sole discretion, to add, alter, delete or modify the Event's exhibition space floor plan at any time or to move an Exhibitor to another Exhibit Space location prior to or during the Event, without prior notice. Offers made as to location of Exhibit Space are based on current policy and not a location guarantee.

**7) Exhibitor Payment:** All Contracts submitted to Show Management for consideration on or before January 10, 2012 must be accompanied with a fifty percent (50%) deposit of total Exhibit Space Rental Fee. Any outstanding balance due must be received on or before January 10, 2012. (If balance is not received by this date, the Exhibitor will be considered in material

breach of this Contract and no return of Exhibit Space Rental Fee will be made.) All Contracts submitted to Show Management for consideration after January 10, 2012 must be accompanied with a one hundred percent (100%) payment of total Exhibit Space Rental Fee. Any contract submitted within thirty (30) days of the event must be submitted with full payment by credit card.

**8) Cancellation Policy:** Cancellation Fees will apply as follows: (a) If written notification of cancellation of all Exhibit Space is received on or before January 10, 2012, the Exhibitor will be refunded all payments minus a cancellation fee equal to fifty percent (50%) of the total Exhibit Space Rental Fee; or (b) If written notification of cancellation of all Exhibit Space is received after January 10, 2012, no refunds will be made and the Exhibitor will be liable for one hundred percent (100%) of the Exhibit Space Rental Fee, even if Exhibit Space is resold. All Cancellation Fees are payable immediately upon cancellation. Upon notice of cancellation, Exhibitor loses all rights to assigned Exhibit Space and Show Management, at its sole discretion, can reassign the cancelled Exhibit Space to another party.

Because these dates are related to the Event Date and not to the date of this Contract, these dates will apply regardless of the date on which this Contract is executed. The Exhibitor must provide written notification of cancellation of Exhibit Space to Show Management. The Exhibitor agrees that should it cancel all of its Exhibit Space for any reason, the Cancellation Fees as stated in this schedule shall be retained by or paid to Show Management as reasonable liquidated damages for the injuries Show Management will suffer as a result of Exhibitor's cancellation, and not a penalty. Exhibitor understands and agrees that the withdrawal of the Exhibit Space reserved from availability at a time when other parties would be interested in applying for Exhibit Space will cause Show Management to sustain damages. In this situation, Show Management's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date Show Management receives the notice. Show Management assumes no responsibility for having included the name of the cancelled Exhibitor or description of its products in the Event directory, brochures, news releases or other material relating to the Event. The use of complimentary exhibit personnel badges is forfeited upon cancellation of Exhibit Space.

**9) Downsizing/Reduction of Exhibit Space/Subletting:** Show Management reserves the right to treat Exhibitor's downsizing of Booth Space as cancellation of the original Contract and an offer to purchase new Booth Space. Exhibitor may be required to move to a new location if it requests a downsizing of space. The Exhibitor agrees that it is responsible for the total Exhibit Space Rental Fee for the originally contracted and assigned Exhibit Space, which shall be retained or paid to International Reading Association as reasonable liquidated damages, and not as penalty, for downsizing Exhibit Space.

No subletting or sharing of Exhibit Space will be permitted without the prior written consent of Show Management. Each additional permitted Exhibitor will be required to pay, in addition to the regular fee paid by Exhibitor, a fee of \$500 to Show Management. Only primary Exhibitor will be entitled to any additional complimentary items offered by Show Management to Exhibitor. The primary Exhibitor will be responsible for all booth fees, and will be the only company listed in the Event guide/directory.

**10) Force Majeure:** If the Event is terminated for any reason beyond the reasonable control of Show Management, including without limitation Acts of God, war, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, facility unavailability, lack of commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism, or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, epidemic or pandemics, or any other comparable casualty or condition, Show Management is unable to fulfill its obligations under this Contract, the parties may terminate this Contract without liability, and Show Management may retain the earned portion of the rental fee required to recompense it for expenses and commitments incurred up to the time of terminating the Event. Any remaining unearned Exhibit Space Rental Fee will be returned to the Exhibitor. Additionally, if any part of the Exhibition Facility is damaged or if circumstances beyond Show Management's reasonable control make it impossible, inadvisable or impractical for Show Management to permit an Exhibitor to occupy or continue to occupy its assigned Exhibit Space location during any part of or the entire Event, the Exhibitor will be charged a pro rata Exhibit Space Rental Fee for the period that the Exhibit Space was or could have been occupied by the Exhibitor, minus a share of costs, expenses and commitments required to recompense Show Management up to the time of terminating the Event, in full satisfaction of all liabilities of Show Management to Exhibitor. Show Management shall retain all other fees previously paid by Exhibitor. In no event will Show Management or the Exhibition Facility, or their respective owners, directors, officers, employees, agents, and representatives be liable for any consequential, indirect, punitive or incidental damages of any nature or for any reason whatsoever. Nor will any interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Exhibitor's use of possession of Exhibit Space or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Exhibitor from full performance of Exhibitor's obligations under this Contract, unless otherwise agreed to in writing by Show Management's authorized representative.

Notwithstanding the foregoing, Show Management reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If Show Management changes the name of the Event, relocates the Event to another event facility within the same city or another city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but Show Management shall assign to Exhibitor, in lieu of the original Exhibit Space, such other Exhibit Space as Show Management deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If Show Management elects to cancel the entire Event without cause or other than for a reason previously described in this Section, Show Management shall refund to each Exhibitor its entire Exhibit Space Rental Fee previously paid, in full and complete satisfaction of all liabilities of Show Management to Exhibitor.

**11) Termination by Show Management:** Show Management reserves the right to terminate this Contract, without liability,

immediately, and to withhold from the Exhibitor possession of Exhibit Space, and the Exhibitor shall be responsible for the total Exhibit Space Rental Fee, which shall be retained by or paid to International Reading Association, as reasonable liquidated damages and not as a penalty, if the Exhibitor (a) fails to pay all Exhibit Space Rental Fee in accordance with the schedule set forth herein, or (b) fails to perform any material Terms or Conditions of this Contract or refuses to abide by the Rules and Regulations. Furthermore, Show Management reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Show Management. Show Management is expressly authorized (but has no obligation) to occupy or dispose of any Exhibit Space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. No refunds will be made to Exhibitors whose contracts are terminated by Show Management as provided elsewhere in the Rules and Regulations. Notwithstanding anything herein to the contrary, Show Management reserves the right, at its option, to terminate this Contract at any time for any or no reason, without liability or further obligation to Exhibitor upon the return of the Exhibit Space Rental Fee, less any earned portion thereof, paid to International Reading Association. Show Management reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding payments due to Show Management. This applies to ad insertions, sponsorships, Booth Space, or any other product or services offered by Show Management.

**12) Indemnification:** Exhibitor will indemnify, defend (with legal counsel satisfactory to Show Management), and hold harmless Show Management, its sponsors, the Exhibition Facility and their respective owners, directors, officers, members, employees, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other costs and charges related to or arising out of Exhibitor's noncompliance with or breach of this Contract, the Rules and Regulations or the terms and conditions set forth in the Exhibitor Services Manual, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the Exhibitor or any of its officers, employees, agents, or representatives, excluding the liability caused by the sole negligence or willful misconduct of Show Management, its sponsors and their respective owners, directors, officers, employees, representatives, and agents.

Further, the Exhibitor agrees to indemnify, defend and hold harmless Show Management and the Exhibition Facility and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements of copyright, patent, or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party.

**13) Insurance:** The Exhibitor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event, including move-in, Event days and move-out days. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section.

The following insurance coverage is required: (a) Worker's Compensation Insurance to the statutory limits; (b) Employer's Liability Insurance with limits not less than \$1,000,000 each accident; (c) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any one occurrence, and \$1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products and liquor liability; (d) Automobile Liability Insurance coverage for owned, non-owned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for \$1,000,000 combined single limit; (e) Above required policies must name as "Additional Insured": International Reading Association (Show Management) and Exhibition Facility and their respective members, officers, directors, agents, representatives, and employees; and (f) Purchase insurance coverage in an amount sufficient to protect Exhibitor and its property against loss, damage, theft or injury of any nature, and any claims arising from any activities conducted through the duration of the Event, including move-in, show days and move-out days; (g) Exhibitors agree to maintain such insurance that will fully protect indemnify, hold harmless and defend International Reading Association, and the Exhibition Facility and their respective members, officers, directors, agents, representatives, and employees from any and all claims of any nature whatsoever including attorney's fees, which may arise due to the actions or negligence of the Exhibitor or its employees or members, contractors, subcontractors, agents or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation or dismantling of the Exhibitor's display; and (h) Above required policies may not be canceled without 30 days advance written notice to Show Management. The insurance certificate and additional insured endorsement must be submitted to Show Management not less than 30 days prior to the first move-in date of the Event. An "A Rated" insurance carrier authorized to transact business in the State of where the Event will be held must issue the insurance coverage required. Failure to provide the satisfactory Certificate of Insurance and additional insured endorsement as stated herein will result in the cancellation of the Contract, loss of Exhibitor's Booth Space and forfeiture of all payments.

**14) Compliance:** Exhibitor must abide by, adhere to and be bound by: (a) all applicable federal, state and local laws, codes, ordinances, rules and regulations, including fire, utility, and building codes and regulations; (b) any rules or regulations of the Exhibition Facility, including any labor work rules; (c) the terms of all leases and agreements between Show Management and the managers or owners of the Exhibition Facility; (d) the terms of any and all leases and agreements between Show Management and any other party relating to the Event; (e) all Exhibit Space specifications and requirements and the Rules

and Regulations as stated in the Exhibitor Services Manual; and (f) Exhibitor and its affiliates explicitly consent to receive fax, telephone, e-mail, and other communications from International Reading Association and its affiliates and partners under 47 U.S.C. Code 227 and any other applicable laws or regulations.

**15) Assignment:** Exhibitor will not sell, assign, transfer nor convey this Contract or assign, sublet or permit its Exhibit Space, or any part thereof, to be used by another, or allow any use of the Exhibit Space other than that specified in the accepted Contract, without the prior written approval of Show Management. Any attempted sale, assignment, transfer, conveyance of the Exhibit Space, or any part thereof in violation of this Section will be voidable at the option of Show Management, entitling Show Management to terminate this Contract and making Exhibitor liable for all damages incurred by Show Management. This Contract, the Terms and Conditions and the Rules and Regulations will be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the Parties.

**16) Damage to Property:** The Exhibitor is liable for any damage or loss caused to the Exhibition Facility or booth equipment, its own property or to the property of others. In the event damage or loss occurs to an Exhibitor's display/exhibit by another Exhibitor, the involved parties are responsible for resolving the dispute.

**17) Dispute Resolution:** The Exhibitor and Show Management agree that all disputes and matters whatsoever arising under, in connection with or related to or the breach of any provision of this Contract shall be interpreted in accordance with the laws of the State of Illinois. In connection with any litigation, Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Cook County, Illinois, USA to the exclusion of the courts of any other state, territory or country. In connection with any litigation, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

**18) Limitation of Liability:** Exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from or arising in connection with Exhibitor's participation or presence at the event, including, without limitation, all risks of theft, loss, harm, damage or injury to any person (including death), its own property or the property of others, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, acts of God or otherwise through the duration of the event.

Exhibitor agrees that to the maximum extent permitted by law, Show Management and the facilities and their respective officers, agents, employees, or representatives will not be held liable for any loss or damage to exhibits or materials, goods and wares (collectively "property") belonging to Exhibitor, and they are released from liability for any damage, loss, or injury to person or property of the Exhibitor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, water, Acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other casualty or causes whatsoever.

In no event will Show Management, or the exhibition facility or their respective owners, directors, officers, employees, agents or representatives be liable for any consequential, indirect, special, punitive or incidental damages of any nature or for any reason whatsoever whether or not apprised of the possibility of any such lost profits or damages. Show organizer's maximum liability under any circumstance whatsoever will not exceed the amount actually paid to show organizer by Exhibitor for Exhibit Space rental pursuant to this contract. Show organizer makes no representations or warranties, expressed or implied, regarding the number of persons who will attend the event or regarding any other matters.

**19) Show Management Decisions and Compliance Issues:** In all matters, compliance issues or questions, not specifically covered or addressed in this Contract and the Terms and Conditions as stated herein, or the Rules and Regulations or other provisions of the Exhibitor Services Manual will be subject solely to the decision and determination of Show Management. Show Management reserves the right to make changes, amendments and additions to Terms and Conditions, the Rules and Regulations and in the Exhibitor Services Manual at any time and without prior notice. All changes, amendments and additions so made shall be binding on the Exhibitor. Exhibitors will be advised of any such changes. Further, the Exhibitor agrees that Show Management will have full power in a matter of interpretation, amendment and enforcement of all Terms and Conditions, Rules and Regulations, and in all instances Show Management's rulings will be final. In the event of any conflict, inconsistency, or incongruity between any provision of this Contract and any provision of the Rules and Regulations or the Exhibitor Services Manual, the provisions of this contract shall govern and control.

**20) Relationship of the Parties:** This Contract shall not constitute nor be considered to create a partnership, employer-employee relationship, joint venture or agency between International Reading Association and the Exhibitor.

**21) Entire Agreement:** This Contract, the Rules and Regulations, the Exhibitor Services Manual and any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between Show Management and the Exhibitor pertaining to the Event. All waivers of any provision of this Contract or the Rules and Regulations must be made in writing and signed by Show Management. If any portion of this Contract will be determined to be invalid, then that portion will be considered severed from this Contract and all remaining portions will remain in full force and effect. Paragraph headings have been inserted for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope or intent of any part of this Contract. All rights and privileges granted to the Exhibitor under this Contract, the Rules and Regulations and any subsequent amendments are subject to and subordinate to the master leases between Show Management and the Exhibition Facility.

Agreed by Authorized Company Representative:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date