



COMBINED STRENGTH. UNSURPASSED INNOVATION.



EXHIBIT SPACE APPLICATION/CONTRACT

Kay Baily Hutchinson Convention Center, Dallas, Texas
Exhibition Dates, October 19 - 21, 2021 \* Conference Dates, October 18 - 21, 2021

A signed Application/Contract for exhibit space indicates the exhibitor's willingness to abide by all exhibit terms, conditions, rules and regulations. Contract becomes valid once an email validating the space is sent by Show Management.

ALL CORRESPONDENCE WILL BE SENT TO YOUR CONTACT PERSON(S)

Company \_\_\_\_\_

ContactName \_\_\_\_\_ Phone: Office \_\_\_\_\_ Mobile \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_

E-mail \_\_\_\_\_ Website \_\_\_\_\_

Secondary Contact Name (if needed) \_\_\_\_\_ E-mail \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

(A) SPACE REQUIREMENTS AND RATES (Prices are per square foot, corner premium applies)

(B) Corner Premium: \$360, per exposed corner (Applies to in-line, island or peninsula)

(C) Furniture Packages (Optional)

Carpet Color

Table with 2 columns: Package/Type and Price. Rows include Basic (10'x10') \$699, Hardwall (10'x10') \$1,975, Basic (10'x20') 1,398, and Hardwall (10'x20') \$3,075. Carpet colors listed as Blue, Black, Grey.

Table with 2 columns: Exhibit Size and Standard Rate. Rows include 100-600 sq.ft. (\$36), 700-1,000 sq.ft. (\$35), and 1,100 sq.ft. & up (\$34).

Exhibit Space Price Calculation

(A) Booth Space: Sq Ft \_\_\_\_\_ x (rate) \_\_\_\_\_ =\$ \_\_\_\_\_
(B) Corner Premium \$360 x \_\_\_\_\_ (no. of corners) =\$ \_\_\_\_\_
(C) Booth Package (Basic, Hardwall 10x10, Hardwall 10x20) =\$ \_\_\_\_\_
Total (A+B+C): \$ \_\_\_\_\_

Provide names of your competitors below:

PAYMENT SCHEDULE 50% deposit due February 28, 2021, 100% due as of July 31, 2021.

ACCEPTABLE FORMS OF PAYMENT: Credit Card Check Wire Transfer

MAIL CONTRACT & PAYMENT TO: CAMX, C/O SAMPE
21680 Gateway Center Drive, Suite 300 • Diamond Bar, CA 91765
Make checks payable to ACMA – SAMPE Annual Exposition and Conference

FOR QUESTIONS CONTACT:
EASTERN US & INTERNATIONAL
John Catapano, CAMX Business Development Manager, ACMA +1 703.795.7271
jcatapano@acmanet.org | Fax +1 703.525.0743

WESTERN US & INTERNATIONAL
Efren Pavon CAMX Senior Sales Director, SAMPE +1 626.521.9450
efren@sampe.org | Fax +1 626.966.4318

The undersigned has read Exhibit Rules and Regulations (on reverse), and agrees to all provisions contained therein, including but not limited to "cancellation or reduction of exhibit space" clause. This is a binding and legal document. SIGNATURE REQUIRED

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

FOR SHOW MANAGEMENT USE ONLY Assigned booth#(s) \_\_\_\_\_ Sq. ft. \_\_\_\_\_ @ \$ \_\_\_\_\_ Sq. ft.

Booth cost \$ \_\_\_\_\_ Corner premium \$ \_\_\_\_\_ Total cost \$ \_\_\_\_\_

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

These rules and regulations are a bona fide part of the contract for exhibit space at **CAMX Produced by ACMA and SAMPE**, hereinafter referred to as Show Management, the Show's sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well-being of the Show. Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management.

This exhibition and conference serves as a forum for leaders of the material process industry to exchange the latest product information available in a professional atmosphere. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or unsuitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products and conduct. Show Management's decision and interpretation shall be accepted as final in all cases.

#### 1. Valid contract for space:

Applicants for exhibit space are required to submit the Exhibit Space Application & Contract to Show Management via the application contract or online. To be valid, each application/contract must convey deposits as stated on the Exhibit Space Application & Contract and be approved by Show Management.

#### 2. Space Assignment:

Initial booth assignments will be made in accordance with the established Priority System. For contracts submitted after November 13, 2020, the priority system will not apply, and booth assignments will be made on a first-come, first-serve basis. To participate in the priority placement, 2020 Exhibitors must be paid in full.

#### 3. Payment of space:

If booth assignments were made prior to February 28, 2021, using the Priority System, the payment deadlines are as follows:

- February 28, 2021 – 50% of total exhibit space cost is due
- July 31, 2021 – 100% of total exhibit space cost is due

The following schedule outlines the payment dates for all applications & contracts submitted after November 13, 2020:

- 50% of the exhibit space cost is due upon application if the application is submitted after February 28, 2021.
- 100% exhibit space cost is due by July 31, 2021.

You will be invoiced prior to each payment deadline for the balance of the total booth payment. Space will revert to Show Management for any outstanding balances. Any deviations from this provision, including but not limited to acceptance by Show Management of any late payments specified herein, shall not be construed as a waiver of Show Management's rights to cancel exhibitor's contract for such non-compliance, re-assign booth location, take possession of said space without refund or further notification, or otherwise be construed as a modification of any schedule of payments required herein. Further, all payments as stated herein shall be payable to Show Management as stated in this contract. It is expressly agreed by the exhibitor that if they fail to pay space rental at the times specified above, Show Management shall have the unilateral right to reassign booth location or to take possession of said space, without refund, and lease same or any part thereof, to such parties and upon such terms and conditions as it deems proper.

#### 4. Communication:

As an exhibitor, you will receive correspondence from Show Management and official vendors regarding the show and offers pertaining to your exhibiting experience. By signing this agreement, you agree to receive the correspondence via telephone, mail, fax and email.

#### 5. Cancellation, space reductions and refunds:

All cancellations and space reductions must be received in writing. Space assignments shall be deemed acceptable unless rejected seven (7) calendar days from the date appearing on the space confirmation letter sent to each exhibitor.

**Cancellations:** Should exhibitor cancel all, or part, of the exhibit space contracted herein after the date Show Management accepts this application and contract, exhibitor is liable for a) 50% of the total exhibit space if cancellation is made by July 31, 2021; or b) 100% of the total booth cost if canceled after July 31, 2021.

In the event CAMX is canceled, this contract will become void. CAMX, ACMA and SAMPE will have no further obligation to exhibiting company, nor be liable for damages. If a virtual CAMX exhibition is offered, you will have the option to apply deposit to the virtual event, transfer funds to 2022, or request a full refund.

**Space Reductions:** A fee of 50% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by exhibitor, will be charged on any reductions requested after the date Show Management accepts this Application & Contract, through February 28, 2021. Exhibitor will be responsible for the entire 100% cost of the originally contracted exhibit space regardless of any space reduction requests after February 28, 2021.

No refunds will be made for cancellations and space reductions after February 28, 2021 and the exhibitor is fully responsible for the full payment of the space contracted for, regardless of cancellation or reduction. Failure to appear at the Show does not release exhibitor from responsibility for payment of the full cost of space rental.

In the event of cancellation, space reverts to Show Management for use as its sole discretion. Show Management's ability to resell the space shall not affect the refund schedule.

#### 6. Qualification for exhibiting/show objective:

The exhibition provides a marketplace for the materials and processes industry. Show Management will determine the appropriateness of products and services, and may prohibit display of products or services that do not meet the show objectives. Show Management requests that all promotion literature and demonstrations incorporate the use of proper protective equipment. In addition, Show Management prohibits unmanned booths at the show as it does not uphold the show objective. Unmanned booth space will be reclaimed and managed by Show Management 1 hour prior to show opening.

#### 7. Use of space, subletting space:

No exhibitor may assign, sublet or apportion his space to or with another business entity, individual, distributor, supplier, partner, or division (that is a separate entity). No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of business. Should any item from a non-exhibiting firm be required for operation of display, identification of such item shall be limited to the regular name plate or trademark under which same is sold in the general course of business. Sharing space with individuals or companies not officially represented by the contracting exhibitor is strictly prohibited and may result in eviction.

#### 8. Operation of Exhibits:

a. Selling: Exhibitors may display, provide samples, discuss, explain and demonstrate products or services but may not make any sales which result in the direct exchange of moneys or the use of credit cards in the exhibit hall. However, exhibitors may take orders for products/services for future delivery.

b. Lotteries: An exhibitor who plans to use raffles, lotteries, or games of chance as a merchandising tool requires prior Show Management approval.

c. Noise and Sound: Musical instruments, audio equipment, and other noise-making devices or amplifying equipment shall be operated only at a level which will not interfere with other exhibitors. Show Management shall be the sole judge of what constitutes appropriate sound levels.

d. Music Licensing: Exhibitors are responsible for all applicable ASCAP/BMI licensing fees.

e. Distribution of literature, samples, materials and sales activities: These activities are permitted only within the confines of an exhibitor's rented space. Samples or souvenirs may not be sold and may not be distributed in a manner which in the judgment of the Show Management blocks the aisles or in any way handicaps other exhibitors or impairs the flow of attendees.

f. Public Exhibit Hall Areas: No company gobos, logos, etc. may be displayed or projected on or into the public exhibit space including aisle carpet, walls, ceilings, etc. without Show Management approval.

g. Booth Representatives: All representatives, including models or demonstrators must be properly registered, wear badges and be properly and modestly clothed. Scantily or revealing attire is not permitted. So-called "barkers" and "pitchmen" are strictly prohibited. Exhibitors registration will permit entrance to the exhibit hall during move-in, show hours, move-out, and all exhibit hall functions. Exhibitors wishing to attend other business and social functions must register appropriately.

h. Materials and Demonstrations: All exhibitors must have exhibit hall demonstrations pre-approved by Show Management and the local Fire Marshal. Any exhibitor who brings in a material that requires a MSDS sheet, and all demonstrations, must adhere to the Show Managements "Rules and Regulations for Demonstrations and Materials" ("RRDM"). Exhibitor will be strictly liable for any damages that incurs as result of any violations by exhibitor or its agents of the RRDM or any federal, state or local law or regulation. Exhibitor further warrants that it and its agents are qualified to handle all material that requires a MSDS sheet and are experienced in performing planned demonstration.

i. Photography: Only photography of the exhibitor's own booth is permitted. Photography of another exhibitor's exhibit space or product is prohibited.

j. Display Regulations: All exhibit displays must adhere to current IAEE Guidelines for Display Rules & Regulations. The only exception is for island booths 400 sq. ft. and larger can go up to a height of 25'. Carpet or appropriate floor cover is mandatory for all booths.

#### 9. General regulations and public policy:

Each exhibitor is charged with knowledge of all State, County and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the exposition.

Any use of cooking equipment and/or open flame must be approved by the local fire marshal.

No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building.

All booth decorations must meet flame-proofing codes.

All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times.

Electrical equipment must be Underwriter Laboratory approved. Use of propane and helium balloons is prohibited.

An exhibitor who makes any claim or advertises at the exhibition and conference in any way, which in the sole opinion of Show Managements, is false, misleading or otherwise against public policy may, at the sole discretion of Show Management be required to discontinue such claim or advertising.

No children under the age of 18 are allowed in the exhibit hall during set up or dismantle. Anyone under the age of 18 must be accompanied by a parent or guardian at all times. No strollers are allowed in the exhibit hall at any time.

#### 10. Exhibitor's authorized representative:

The exhibiting firm assumes responsibility for its authorized representative to follow all Show Management Contract Rules and Regulations and display regulations. Each exhibitor is required to have a single booth contact.

#### 11. Non-liability:

It is expressed, understood and agreed by each contracting exhibitor, his agents, and guests that neither the CAMX Produced by ACMA and SAMPE management nor its employees or contractors shall be liable for loss or damage to the goods or properties of exhibitors. At all times, such goods and properties remain in the sole possession, custody and control of each exhibitor, while on property.

On signing the Exhibit Space Application & Contract, the exhibitor releases and agrees to defend and to indemnify ACMA, SAMPE, and CAMX Produced by ACMA and SAMPE, managers, officers and directors, sponsors, employees and agents, and hold them harmless from any suit or claim including attorney's fees for property damage or personal injury by whomsoever sustained, including exhibitor and its agents or employees, on or about the exhibitor's display space or arising out of exhibitor's participation in the Show.

In the event of show cancellation, due to the threat of or destruction of the premises by fire, hurricane, act of God, strikes, authority of law, or any other cause beyond the control of Show Management, Show Management assumes no liability for the loss of business or fulfillment of the contract for space. Show Management will reimburse the exhibitor pro-rata on amounts paid in, less all legitimate expenses incurred by Show Management at Show Management's discretion due to show cancellation.

#### 12. Insurance:

The exhibitor agrees to obtain the following insurance coverage & be prepared to furnish a certificate of insurance to Show Management if requested: Comprehensive General Liability Insurance coverage including contractual liability coverage with a single limit for bodily injury & property damage of \$1,000,000.00 & Worker's Compensation/Occupational Disease coverage in full compliance with Federal & State Laws.

#### 13. Attorney's fees:

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges and expenses including attorney's fees.

#### 14. Non-waiver:

Show Management shall not be deemed to waive any of its rights unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on any future occasion.

#### 15. Use of certain property:

Exhibitor will assume all costs arising from the sue of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, lawsuits, liability, damages, losses, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

#### 16. Americans with Disabilities Act (ADA):

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

#### 17. Social functions/special events:

Any social function or special event held for 25 individuals or more must be approved by Show Management. Social functions for 25 individuals or more are allowed only during non-exhibit hours and must not conflict with any official events such as educational sessions, hosted receptions, and general sessions scheduled by Show Management. Exhibitors wishing to hold hospitality functions are requested to coordinate the scheduling of these events with Show Management. Only current exhibitors and sponsors are permitted to hold hospitality functions in the convention center or official convention hotels.

#### 18. Violations of Regulations:

Show Management may take enforcement action at its discretion up to and including closing Exhibitor's booth, for violation by Exhibitor of these rules and regulations or Exhibitor's breach of the terms of this Application and Contract. If CAMX and/or Show Management shuts down Exhibitor's booth due to Exhibitor violating the Rules and Regulations, Exhibitor will not receive a refund or damage compensation from ACMA, SAMPE or Show Management. Violations may result in Exhibitor being banned from participation in the exhibition, including future shows, or loss of priority.