ENA <insert name of State Council/Chapter>

Reserve Your Booth Today!

[Insert Date]

* All exhibitors must complete and return an application for booth space. Signed applications must be returned to \_\_\_\_\_\_\_ at \_\_\_@\_\_\_\_\_\_\_\_.com.
* Signed contracts must be accompanied by either payment in full or a 50% deposit.
* Accepted exhibitors will be notified of their booth assignments by **[insert date]**.

Booth fees are as follows:

 **Size Price**

\_\_\_\_ $\_\_\_\_\_

If you have any questions, please contact :

**[List contact name]**

**[List contact title]**

**[List contact email]**

**[List contact phone]**

###### **Application for Exhibit Space**

Please print clearly

Contact Name:

Title:

Company Name:

Address:

Suite/Floor: City:

State: Zip Code:

Phone:

E-mail (Required):

**Exhibitor Acceptance**: In accordance with the terms set forth herein, the company set forth above (“company” or “exhibitor”) contracts for exhibit space with <insert name of State Council/Chapter> at the <insert name of the meeting> to be held at <insert name of venue and location>. The company agrees to all terms and conditions set forth herein and agrees to abide by the Exhibitor Rules and Regulations, and any amendments thereto (the “Rules”), a copy of which are attached hereto and incorporated herein by reference. Upon acceptance by <insert name of State Council/Chapter>, this application and the Rules constitute, and shall be referred to, as the “exhibitor agreement.” **(Please also initial all pages)**

Signature:

 (Authorized Company Representative)

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Booth Space Fees

* Each booth is a 10’ x 10’ or multiples thereof.
* Booths are priced at $\_\_\_\_\_ per 10’ x 10’.
* Contracts must include either full payment or a 50% deposit.
* Space will only be assigned once payment in full has been received.
* Booth space is assigned on a first-come, first-served basis.
* There is no deadline to submit a contract. However, contracts received after , 202\_, must be paid in full.

### Booth Space Package Includes the Following

* \_\_\_ complimentary exhibit hall only badges per booth.
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Company name in the conference program.
* **Back drape and side rails in show colors.**

Please note booth furniture, carpet, electrical, Internet, and phone are not included with your booth space. All booths must be carpeted. The official contractor, will provide you with a service manual by \_\_\_, 20\_\_. Order forms for all ancillary services will be included in the manual.

Cancellation Policy

* Cancellations must be received in writing. The date of receipt of such notice will be used as the official cancellation date.
* Any cancellation received prior to , 202\_, will incur a cancellation fee of % of the total booth cost.
* Any cancellation received after , 20\_\_, will forfeit all monies paid and the company is responsible for paying the full cost of the contracted booth space. <insert name of State Council/Chapter> reserves the right to cancel any booth not paid in full by , 20\_\_.

**Exhibit Booth Selection**

With reference to the enclosed floor plan, please indicate your top four booth selections. We will make every effort to assign booth space in the proximity to the areas you have selected.

Booth size you are requesting: x

First choice: Second choice:

Third choice: Fourth choice:

**Exhibit Booth Total** $\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sponsorship**

­­­Combine sponsorship recognition with exhibition participation and increase the success of attracting your target audience.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specific Sponsorship Opportunity (if applicable)

□ I am ready to confirm our sponsorship for 20\_\_

**Sponsorship Total**  $\_\_\_\_\_\_\_\_\_\_\_\_\_

□ Please contact me regarding available sponsorship opportunities.

**Grand TOTAL** $\_\_\_\_\_\_\_\_\_\_\_\_\_

**Payment by check**: Fees must be paid in U.S. dollars.

Mail to <insert name of State Council/Chapter> at **[insert mailing address]**

#### Payment

□ Check enclosed

□ Amex □ Discover □ Visa □ MasterCard

**Payment by credit card**:

Amount to be charged to credit card $ \_\_\_\_\_

Credit card number: \_\_\_\_\_\_\_\_\_\_ Exp \_\_\_\_

Name on credit card:

Cardholder signature:

\*<insert name of State Council/Chapter> **Acceptance:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

**Officer Signature Date Booth #**

Amount Paid $ \_\_\_\_\_\_\_\_\_\_\_\_ Amount Due $\_\_\_\_\_\_\_\_\_\_\_\_

\*To be signed by <insert name of State Council/Chapter> ***after*** review and acceptance of Exhibitor Application for Booth Space and receipt of payment .

**Exhibitor Rules and Regulations**

These Exhibitor Rules and Regulations (the “rules”) are a bona fide part of the contract for exhibit space with \_\_\_\_\_\_\_(“XYZ” or “show management”). Each exhibitor, on behalf of itself and its employees, officers, directors, agents and contractors, agrees to abide by these rules and by any amendments or additions hereafter made by show management. Upon acceptance by XYX, the Application for Exhibit Space and the rules constitute, and shall be referred to, as the “exhibitor agreement.”

1. **Cancellation and Refunds.** Failure to appear at the conference does not release exhibitor from responsibility for payment of the full cost of the contracted exhibit space. In the event of cancellation, space reverts back to show management for use at its sole discretion. Show management’s ability to resell the space shall not affect the refund schedule.
2. **Rental and Assignment of Exhibit Space.** Whenever possible, exhibit space assignment will be made by show management in keeping with the preferences as indicated on the exhibitor agreement. Show management, however, reserves the right to make the final determination of all space assignments in the best interests of the conference.
3. **Rejection of Application.** Show management reserves the right to reject an Application for Exhibit Space, refuse rental of exhibit space, cancel exhibit space after an application is approved, or curtail or close exhibits or parts of exhibits at any time prior to or during the conference in its sole discretion. This extends, without limitation, to persons, things, printed matter, products, and conduct determined by show management, in its sole discretion, to be contrary to the character, objectives, purposes, mission, or best interests of XYX and/or the conference or not suitable for its attendees. The enforcement of this right is at the sole and absolute discretion of show management.
4. **Use of Space, Subletting Space.** No exhibitor may assign, sublet, or portion their space to another business entity or individual without the express permission in writing from show management. No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of their 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 and removal from the conference.
5. **Operations of Exhibits.** Show management reserves the right to restrict the operation of, or evict completely, any exhibit, which in its sole opinion, detracts from the general character of the conference as a whole or detracts from, or diminishes, XYZ’s name and reputation. This includes, but is not limited to, an exhibit, which because of noise, flashing lights, method of operation, display of unsuitable material, is determined by show management to be objectionable to the successful conduct of the conference as a whole. All demonstrations or other promotional activities must be confined to the limits of the contracted booth space. Sufficient space must be provided within the booth space for the comfort and safety of attendees watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its booth space free of congestion caused by demonstrations or other promotions.
6. **Sampling of Food or Beverages.** Exhibitors may not, without XYZ prior written consent, distribute food or beverage samples. All arrangements for the provision of food or beverage must be made through the venue’s official contractor. Information will be included in your exhibitor service manual.
7. **Literature Distribution.** All demonstrations or other activities must be confined to the limits of the exhibitor’s contracted exhibit space. Distribution of circulars may be made only within the exhibit space assigned. Exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds hosting the conference shall not distribute advertising circulars, catalogs, folders, or devices. Trade publishers are prohibited from soliciting advertising during the show. Trade publications may be distributed from their booth.
8. **Exhibitor Representatives.** Exhibitor’s representatives must be properly registered and wear their conference badges at all times. Exhibitor assumes full responsibility for its employees and authorized representatives and is responsible for ensuring that these rules, as well as those of the venue and the terms of the exhibitor agreement with show management, are strictly followed.
9. **Sound.** Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show management shall be the sole judge of what constitutes appropriate sound levels.
10. **Sales.** Cash and carry sales are prohibited. Samples or souvenirs may not be sold.
11. **Arrangement of Exhibits.** The conference’s official decorator, will provide each exhibiting company with a link to the *Exhibitor Service Manual*. The manual describes the type and arrangement of exhibit space and the standard equipment provided by show management for exhibit construction. All exhibit space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the exhibitor kit. If, in the sole opinion of show management, any exhibit fails to conform to the exhibitor kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the conference and no refunds will be issued. Exhibits not conforming may be dismantled or modified, at the exhibitor’s cost, at the sole judgment and discretion of show management.
12. **Carpet.** Exhibitors are required to and are responsible for carpeting their entire exhibit space. Booths not fully carpeted by two hours prior to show opening will be carpeted at the exhibitor’s expense.
13. **Booth Design.** All display material is restricted to a maximum height of four feet, except the back-wall, which is limited to 8 feet high and 30 inches deep. Exhibit backgrounds, lighting fixtures, etc., may not exceed the 8-foot height limit. Signs, logotypes, etc., may not be placed higher than 8 feet from floor level. Island booths are restricted to a maximum height of 16 feet high.
14. **Fire Requirements.** Lasers must be self-contained inside booth and shall not scan the audience. Lasers used for any other purpose require the prior written approval of the fire department.
15. **Exhibits and Public Policy.** Each exhibitor is charged with knowledge of all applicable state, county, and city laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the conference. No part of the exhibit hall or venue 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 exhibit decorations must meet flame proofing codes. All exits, hallways, aisles, and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform to the National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Helium balloons are not permitted inside the convention center. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard, cartons, literature, etc. The venue is a smoke-free facility. If unusual equipment or machinery is to be installed, the exhibitor must communicate with XYZ for information concerning facilities or regulations. Exhibitors must comply with all city and state fire regulations. Independent contractors must conform and comply with these rules and all show management and the venue guidelines. All exhibit labor must comply with established labor jurisdictions and requirements.
16. **Installation and Removal.** Show management reserves the right to fix the time for the installation of an exhibit prior to the conference opening and for its removal after the conclusion of the conference. Any space not claimed and occupied three (3) hours prior to the conference opening may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition on , 20\_\_.
17. **Storage of Packing Crates and Boxes.** Unattended freight in any booth space as of one (1) hour prior to the opening of the conference will be removed and stored at the exhibitor’s sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit hours. It is the responsibility of the exhibitor to mark and identify their crates. Crates not properly marked or identified may be destroyed. Show management assumes no responsibility for the contents of crates or boxes improperly labeled as “empty.” Crates, boxes, or other exhibit materials unclaimed by the exhibitor after the conference will be removed at the exhibitor’s expense. XYZ will bill exhibitors for removal time and materials at prevailing rates. Show management and/or the Convention Center shall not assume any liability whatsoever for loss or damage to any exhibitors’ property.
18. **Americans with Disabilities Act.** Each exhibitor is responsible for compliance with the Americans with Disabilities Act (“ADA”) within its booth and assigned space and is responsible for ensuring that its booths are accessible to individuals with disabilities. Exhibitor hereby indemnifies and holds XYZ and the venue, harmless from and against all cost, expense, liability, or damage which may be incident to, arise out of, or be caused by exhibitor’s failure to comply with the ADA.
19. **Liability and Security.** XYZ, the venue, and their respective employees, officers, directors and agents are not and will not be liable or responsible for any injuries, theft, loss, damage of whatever nature, direct or indirect, to an exhibitor, its employees, agents, goods, or property of any of the foregoing, arising from or in connection with any cause or omission whatsoever. Exhibitor agrees to protect, save and hold the XYZ, the Convention Center and all agents and employees thereof (hereinafter collectively called Indemnities) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, and further, the exhibitor shall, at all times, protect, indemnify, save and hold harmless the Indemnities against and from any and all losses, costs, damages, liability or expenses (including attorney’s fees) arising from or out of or by reason of any accident of bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, business invitees or guests, which arise from or out of or by reason of said exhibitor’s occupancy and use of the exhibition premises, its booth, the convention center or any part thereof. The Exhibitor understands that neither XYZ nor the venue maintain insurance covering the Exhibitor’s property and it is the sole responsibility of the Exhibitor to obtain such insurance.
20. **Exhibitor Insurance.** All property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. XYZ and the venue do not maintain insurance covering exhibitor’s property. Exhibitor shall carry Comprehensive General Liability coverage (in no less than the amounts indicated below) during the entirety of the conference, including:

General Liability:

$1,000,000 Premises Operations

$1,000,000 Product and Completed Operations

$1,000,000 Personal Injury Legal Liability

$1,000,000 Per Occurrence

$2,000,000 Annual Aggregate

Hired and Non-Owned Auto Liability - $1,000,000 per accident

Statutory Workers Compensation with Employers Liability with a limit of at least $500,000. Exhibitor shall deliver to XYZ certificates of insurance evidencing such coverage and naming XYZ as coinsured (or additional insured) no later than **\_\_, 202\_\_.**

1. **Force Majeure.** XYZ shall not be liable for failure to perform its obligations under these rules or the exhibitor agreement as a result of strikes, riots, acts of nature, epidemic, natural disaster, war or threats of war, terrorism, government intervention, or any other causes that shall make it illegal, impossible, impracticable, or inadvisable to hold the conference or any portion thereof at the time and place herein provided. Then and thereupon the exhibitor agreement shall terminate and said exhibitor shall and does hereby waive any claim for a refund, property or other damages or compensation. XYZ may, in its discretion, issue a pro rata refund on the amount paid by exhibitor after deduction of its actual expenses incurred in connection with the conference and there shall be no further liability on the part of either party.
2. **Indemnification**. Exhibitor shall indemnify and defend (with counsel acceptable to XYZ) XYZ and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims or causes of action of any kind whatsoever, whether by formal or informal proceeding, and against any and all liabilities, losses, claims, costs, interest, penalties, demands, expenses and damages whatsoever (including reasonable attorneys' fees and costs of suit, whether incurred before, during or in connection with the appeal of any trial, bankruptcy proceeding, arbitration or alternative dispute resolution program) related to or arising, directly or indirectly, from: (i) any breach by exhibitor of any obligation, representation or warranty in the contract or in these rules; (ii) any business operations of or under the control of exhibitor or any of its employees and/or agents in connection with the conference, or occupancy and use of exhibit space; (iii) any acts or omissions of exhibitor or any of its employees and/or agents, including acts or omissions resulting in damage to the venue premises, the booth space or to equipment used in connection the foregoing; and (iv) any claim by exhibitor’s employees and/or agents arising from or related to any agreement between Exhibitor and such employees and/or agents.
3. **Social Functions/Special Events**

Any social function or special event planned by an exhibitor to take place during the conference must be approved in advance by XYZ in writing and may not conflict with any event or program scheduled by XYZ.

1. **Give-Aways**. All giveaways must be pre-approved by XYZ.

**25.Use of XYZ Name/Logo.** The XYZ name, logo and acronym are proprietary and may not be used in signs, advertising, promotions, or any product literature either inside or outside the exhibit hall. This rule applies before, during and after the conference, unless prior written authorization has been received from XYZ.

**26.** **Specific Changes to Regulations.** Any and all matters not specifically covered by these rules shall be subject solely to the decision of XYZ. XYZ and its agents shall have the sole power to interpret, amend, and enforce these rules, provided any amendments, when made, are brought to the notice of the exhibitors. Each exhibitor, for themselves and their employees, agrees to abide by the foregoing rules and by any amendments or additions thereto made in conformance with the proceeding sentence. XYZ’s decisions and interpretations shall be accepted as final in all cases and shall be binding upon exhibitors.