

## company information

(Note: the company name as listed below will be used for your booth sign, website listing and badges)

Company: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
 \_\_\_\_\_  
 City / State / Zip: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Pres./CEO name: \_\_\_\_\_  
 Pres./CEO email: \_\_\_\_\_

## booth details

### Booth configuration:

In-line       Corner       Peninsula & Island

1st Choice \_\_\_\_\_ 2nd Choice \_\_\_\_\_ 3rd Choice \_\_\_\_\_

Don't place me near \_\_\_\_\_ company

### Exhibit space rates:

Peninsula and Island      \$34 per square foot  
 Corner      \$32 per square foot  
 Inline      \$30 per square foot

Type of product/s exhibited: \_\_\_\_\_

### Payment schedule:

- 50% due with contract.
- Final balance due on or before October 17, 2014

\_\_\_\_\_ x \_\_\_\_\_ sq. ft. = \_\_\_\_\_

Price per sq. ft. = \_\_\_\_\_

Total Amount Due = \_\_\_\_\_

Deposit Due = \_\_\_\_\_

Marketing fee = \_\_\_\_\_

Balance Due 10/17/2014 = \_\_\_\_\_

## exhibit space agreement

**Payment Instructions** The undersigned ("Exhibitor") as a duly authorized representative, enters into an agreement with AIM Communications LLC (Show Management) to rent booth space at the VISION '15: International Window Covering Expo (IWCE). Space will be assigned by Show Management and may be changed for the benefit of the exposition. Exhibitor agrees to abide by official Exhibitor rules & Regulations on reverse side and has received the booth space terms and conditions. Exhibitor agrees to pay a 50% non-refundable deposit with contract. Final balance due for booth cost is due October 17, 2014. If Exhibitor cancels all or part of the exhibit space on or before September 19, 2014, it must do so in writing and will be charged 50% of the total cancelled exhibit space cost. Any cancellations after September 19, 2014, 100% of the exhibit space is due. Exhibitor is liable for collection costs and any reasonable attorney's fees.

We understand that this application becomes a binding contract when accepted and applicant shall abide by all terms and conditions published or issued by Show Management including but not limited to, those on the reverse side and those listed in the service kit.

Exhibitor Signature \_\_\_\_\_ Date \_\_\_\_\_

VISION: IWCE Signature \_\_\_\_\_ Date \_\_\_\_\_

## payment instructions

Please complete, sign and fax or e-mail this agreement to VISION '15: IWCE, 4756 Banning Avenue, Suite 206, St. Paul, MN 55110 (If paying by check, please send to this address). Fax: 651-756-8141

\_\_\_\_\_ MasterCard \_\_\_\_\_ Visa \_\_\_\_\_ AmEx \_\_\_\_\_ Wire transfer  
 A 3% convenience will be added for all credit card charges

Credit Card # \_\_\_\_\_

Exp Date: \_\_\_\_\_ Security Code \_\_\_\_\_

\_\_\_\_\_  
 Please check if you would like the entire balance charged to your credit card at this time.

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

Name as is appears on card: \_\_\_\_\_

### Card Holders Address

Street \_\_\_\_\_

City/State \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Amount Authorized \$ \_\_\_\_\_

## marketing packages

**\$500 Marketing Fee** (mandatory for all exhibitors)      **\$500**  
 Includes Lead Retrieval System, company listing with logo in show issue and online

**Basic Marketing Package**      **\$995**  
 Includes Lead Retrieval System, company listing with logo in show issue, product listing with image in show issue, company listing on IWCE and WF-Vision Facebook pages, banner on Vision eBlast

**Enhanced Marketing Package**      **\$1595**  
 All of the above plus product listing with image on IWCE and WF Vision Facebook pages, one banner ad on IWCE eblast

**Premier Marketing Package**      **\$1995**  
 All of the above plus one time use of Vision 15 IWCE mailing list (must use a 3rd party mailing house)

# International Window Coverings Expo: VISON 2015 • Las Vegas, NV • January 20-22, 2015

## Terms & Conditions

1. Defined Terms: "Event" is the event referred to above or on the facing page and is owned, produced and managed by International Window Coverings Expo ("IWCE"). "Exhibit Facility" means the venue where the Event is held. "Organizer" means, collectively, IWCE, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by IWCE in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, guests and/or invitees, as applicable.

2. Contract Acceptance: This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of IWCE.

3. Assumption of Risks; Releases: Exhibitor expressly assumes all risks 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 or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property and any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this contract or not.

4. Indemnification: Exhibitor shall indemnify, defend (with legal counsel satisfactory to IWCE), and hold Organizer and Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorney's fees) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from or arising out of or in connection with Exhibitor and the employees, guests, attendees and invitees of other exhibitors; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

5. Limitation of Liability: Under no circumstances shall Organizer or Exhibit Facility be liable for any lost profits or any damages including incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not advised of the possibility thereof. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to IWCE by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matter. IWCE or Exhibit Facility may employ reputable guards to regulate the flow of attendees at the Event. These guards may be required to submit a description of the nature of their business and any responsibility for Exhibitor's, or anyone else's, personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

6. Qualifications of Exhibitor: IWCE, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services related to the nature of the Event. Exhibitor may be required to submit a description of the nature of their business and the items to be exhibited. IWCE reserves the right to restrict or remove any exhibit that IWCE, in its sole discretion, believes is objectionable or inappropriate.

7. Assignment of Space: Exhibit space shall be assigned by IWCE in its sole discretion for the Event. That assignment does not imply that similar space will be assigned for future Events. IWCE reserves the right to change the floorplan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

8. Booth Placements: IWCE will attempt to honor all booth placements based on the previous Event if application and payment are made as required by IWCE. However, IWCE reserves the right to make alternative booth placement. Offers made as to location of space are not a guarantee. IWCE shall be the final authority in assigning space. IWCE may refuse acceptance of any contract for any or no reason. IWCE reserves the right to determine the eligibility of any company or product to participate in the Event. Exhibitor shall exhibit or not exhibit at the Event at a booth location located to it in merchandise other than that specified in its application. IWCE further reserves the right to add, alter or delete from the Event's floorplan at any time in its sole discretion.

9. Cancellation by Exhibitor: If Exhibitor desires to cancel this contract, Exhibitor may only do so by giving notice thereof in writing sent to IWCE with evidence of receipt. In such case, Exhibitor will continue to be liable for the fees as outlined in this contract and to the dates payments are due. Because these dates are related to the Event dates and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages, for the damages IWCE will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is not a penalty. Exhibitor understands that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it will cause Organizer to sustain damages. In that case, Organizer'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 contract as a valid pre-estimate of these damages. The date of cancellation shall be the date IWCE receives the notice. IWCE reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract subject to payment of liquidated damages and an offer to purchase new booth space and pay the full fee required for the new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

10. Cancellation by IWCE: If Exhibitor fails to make a payment required by this contract in a timely manner, IWCE may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. IWCE 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 Organizer. In addition, IWCE has the right to charge a late fee (1.5% per month) against all unpaid balances in arrears and not in adherence of contractual installment obligations. IWCE is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. IWCE may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on IWCE's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If IWCE removes or restricts an exhibit that IWCE considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

11. Cancellation of the Event: If IWCE cancels the Event due to circumstances beyond the reasonable control of IWCE (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of Exhibit Facility), IWCE shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer and Exhibit Facility to Exhibitor. IWCE reserves the right to cancel, rename or relocate the Event or change the Event dates. If IWCE changes the name of the Event, relocates the Event to another facility within the same city, or changes the Event dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but IWCE shall assign to Exhibitor, in lieu of the original space, other space as IWCE deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If IWCE elects to cancel the Event other than for a reason previously described in this paragraph, IWCE shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer and Exhibit Facility to Exhibitor.

12. Exhibit Space Occupancy: IWCE shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to begin installing its display in its assigned space 24 hours prior to Event opening or leaves its space unattended at any time during the Event, IWCE shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor even if IWCE resells the space. All exhibits must be open for business at all times during the Event. If Exhibitor's participation in the Event, under circumstances beyond control, is delayed in arrival or set-up, it must notify the appropriate IWCE contact immediately.

13. Event Set-Up, Removal and Hours: Information on Event set-up, installation, removal and hours will be provided to you separately. Please make note of the following: (a) Only Exhibitor will be permitted in its booth 2 hours prior to published "Event Open Times"; (b) Exhibitor must leave its booth no later than 60 minutes after official closing time; (c) No staff of the Exhibit Facility has any authority in regard to exhibits or in exhibit area other than authorized security personnel (d) No one under 16 years of age admitted on the show floor during move-in/out days of the Event. (e) Exhibits must remain open in accordance with the schedule published prior to the Event or as amended by IWCE. NO BREAKDOWN or DISMANTLING OF EXHIBITS will be permitted before the Event officially closes down. If Exhibitor infringes this rule, it will be assessed a fee of \$500 and may be banned from future Events.

14. Listings and Promotional Materials: Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event and to use those names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

15. Care of Exhibit Facility: Exhibitor shall promptly pay for any and all damages to Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

16. Taxes and Licenses: Exhibitor shall be solely responsible for obtaining all licenses, permits or approvals under federal, state or local law or to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Exhibit Facility without the express permission of IWCE.

17. Insurance: Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. The insurance shall be primary to 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 paragraph. (a) Workers' compensation insurance; (b) Comprehensive general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and (c) Automobile liability insurance with limits not less than \$500,000 per occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators (if applicable). The insurance policies shall name as additional insureds IWCE Business Media, Inc., the Exhibit Facility, and each of their subsidiaries, affiliates, officers, directors, employees, agents and representatives. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to IWCE, shall be furnished to IWCE. Certified copies of the certificates of insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to IWCE.

18. Intellectual Property: Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. IWCE may refuse to permit Exhibitor to exhibit or display any items that IWCE reasonably believes infringe the rights of other parties. If Exhibitor refuses to remove any of those items from display in addition to any other remedies available, IWCE may terminate this contract immediately and evict Exhibitor from the Event without any liability to Exhibitor or any other party.

19. Observance of Laws: Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

20. Additional Terms and Conditions: IWCE has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, IWCE in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of IWCE. Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, Exhibitor and its affiliates explicitly consent to receive fax, telephone and other communications from Organizer and associated businesses under 47 U.S.C. § 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of IWCE.

21. Exhibitor Service Manual: Prior to the Event, IWCE will provide access to an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

22. Incorporation of Rules and Regulations: Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by IWCE in its sole discretion. IWCE may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, with or without notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Service Manual) that are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by IWCE as soon as these additional rules or regulations are communicated to Exhibitor.

23. Governing Law: This contract is governed by the laws of the State of Minnesota as applied to contracts entered into and to be entirely performed within Minnesota by its residents. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in St. Paul, MN, which shall constitute the exclusive forum for the resolution of any and all disputes involving the parties or arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in the state of Minnesota.

24. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited, without express advance written approval from IWCE, from displaying products or services or other advertising or promotional materials outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through IWCE. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, IWCE reserves the right to notify the applicable venue to cancel any hotel, hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

25. Contractor Services: IWCE has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors ("EAC") within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in the Exhibitor Service Manual.

26. Character of Displays; Use of Aisles and Common Areas: Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of IWCE and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of IWCE. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area or Exhibit Facility. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited.

27. Sound Devices: The use of devices for mechanical reproduction of sound or music may or may not be permitted in IWCE's sole discretion. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones. Rules regarding sound devices are outlined in the Exhibitor Service Manual.

28. Fire and Safety Laws and Rules: All federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Manual. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials. The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Displays must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until all fire hazards are corrected or removed. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into aisles under any circumstance. Exhibitor may be prohibited from exhibiting for infringing these rules.

29. Sub-Letting: No sub-letting or sharing of exhibit space will be permitted.

30. Freight Shipment: Separate information will be mailed to Exhibitor regarding freight shipments to and from the Exhibit Facility. Exhibitor should use the shipping labels provided by IWCE for the Event to ensure proper shipment and identification. Shipments made in advance to the authorized Event contractor, as per instructions, will be delivered to your booth. At Close of Event, if Exhibitor desires to arrange shipment of its exhibit materials by its own carrier, it should call for pick-up and inform Event's authorized contractor of its arrangements. EXHIBITOR MUST WAIT IN PERSON FOR PICK-UP. If Exhibitor does not remain in booth/exhibit area for the pick-up or if the pick-up does not occur within reasonable time, the authorized contractor may take the shipment to the contractor's warehouse at Exhibitor's own risk and expense. Exhibit merchandise and/or samples will not be permitted to be taken out of the exhibition area during the Event.

31. Solicitations: The following sales are strictly prohibited during the Event: (a) Any retail sales including, but not limited to, any retail sale in violation of the retail sales tax regulations where the Event is being held. (b) Any sale where display merchandise changes hands during the Event. (c) Any direct sale from Exhibitor to consumer. The Event is strictly TO THE TRADE ONLY.

32. Rights of Offset; Enforcement: IWCE reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding invoices owed to Organizer. This applies to ad insertions, sponsorships, booth space, or any other product or services offered by Organizer.

33. Entire Agreement: This contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by IWCE from time-to-time) represents the entire agreement between IWCE and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between IWCE and Exhibitor relating to the Event.

34. Logo Usage: Organizer hereby grants to Exhibitor a limited non-exclusive license to use, display and reproduce the name of the Event (the "Mark") solely and directly in connection with exhibiting at the Event. Exhibitor may not use the Mark in any other way, including but not limited to, on party invitations, for special events or on marketing materials. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time for any reason or no reason.

35. Booth Abandonment: Exhibitors that leave excessive literature and/or display materials in their booth space or surrounding area at the end of the published move-out time will be deemed guilty of "Material Abandonment" and will be invoiced for labor to remove materials and disposal charges.