



# Contracting Form SIMAUSA

## GENERAL TERMS AND CONDITIONS

Show Management reserves the right to set and limit the hours of the expo. The hours of the trade expo shall be printed in the Official Program of the meeting.

**1. APPLICATION AND ELIGIBILITY.** Application for booth space at the NATIONAL ASSOCIATION OF REALTORS® (Hereinafter, "Corporation") 2009 REALTORS® Conference & Expo (Hereinafter, "Exposition") must be made on the printed form provided by Corporation, contain the information as requested and be executed by an individual who has the authority to act for the applicant. The Corporation reserves the absolute right to decline any application for space for any reason, if, in the Corporation's judgement, the products or services to be shown or demonstrated are not applicable to the real estate business, are inconsistent with the stated purposes of the Corporation and the interests and welfare of its members, or are unreasonably duplicative of services or products offered by or available from the Corporation or any of its affiliated Societies, Institutes or Councils. The Corporation further reserves the right in its sole discretion, to limit the types of companies and products represented at its trade show, and accept or reject applications and to assign booth space as it deems appropriate. Although a FAX copy may reserve booth space for that ten day period, no booth assignment will be made until the original application and deposit have been made.

**2. BOOTH SIZE.** Standard booths will be configured and sold in increments of 100 square feet.

**3. ASSIGNMENT OF BOOTH SPACE.** All space assignments shall be made by the Corporation, in its sole discretion as Applications/Contracts and deposits are received and accepted provided, however, that Divisions or Affiliates of the Corporation shall be given preference in the allocation of exhibit space and assignments of exhibit locations. In addition, the following booth space assignment rules shall apply:

**A.)** Booth assignments shall be made as soon as possible after receipt of a properly completed Application/Contract and the required fifty percent (50%) deposit, and will be acknowledged by the Corporation not later than 21 days thereafter (after the initial priority selection process.)

**B.)** The Corporation reserves the right to make and/or change all booth assignments as it deems appropriate.

**C.)** The Corporation reserves the right to take into consideration the Exhibitor's prior participation in the Corporation's Conference & Trade Exposition when assigning booth space.

**4. EXHIBIT SPACE FLOOR PLAN.** Every effort will be made to maintain the general configuration of the floor plan for this conference. However, the Corporation reserves the right to modify the plan if necessary, as determined solely by the Corporation.

**5. EXHIBIT BOOTH PRICE.** The price for exhibit space will be \$33.00 per square foot. Booth space sold in 100 square foot increments. Corner assignments are considered premium exhibit space and will cost an additional \$100 per corner.

**6. EXHIBIT STAFF REGISTRATION & HOUSING INFORMATION:** Children under 16 years of age are not allowed on the exhibit floor unless accompanied by a guardian/parent. This rule applies to ALL attendees, guests, and exhibitors.

**Prior to September 25, 2009:** Registration of four representatives (inclusive of spouses) per 100 square feet of booth space purchased will be complimentary. There will be a \$10.00 charge for the registration of each additional booth representative that exceeds the 4 per 100 square feet allotment.

**After September 25, 2009 and On-site:** a \$10.00 service fee will be due for the following:

**A.)** Registration of each representative after the complimentary allotment.

**B.)** Each lost badge or name substitution.

The Corporation reserves the right, in its absolute discretion, to impose reasonable limitations on the number of exhibit staff within an exhibit and encourages Exhibitor to obtain approval for the number of staff prior to the event. Exhibitor badges will entitle registered exhibitor representatives to admission to exhibit hall only. Badges must be worn at all times in order to enter exhibit hall during set-up, show hours and teardown. Exhibitor staff, temporary help and set-up personnel must wear badges designated by the Corporation or Official Contractor. Exhibitor badges do not give admission to other Conference functions, nor are they transferable. Housing at the NAR Conference Hotels is limited. Each exhibiting company agrees to occupy no more than twenty-five (25) rooms in any one NAR Conference Hotel. Exhibiting companies may reserve more than twenty-five (25) rooms if the block is shared among more than one hotel.

**7. PAYMENT DATES.** No booths will be assigned or guaranteed until the Corporation has received a deposit of fifty percent (50%) of the total booth fee, along with the signed contract. The remaining fifty percent (50%) of the fee is due not later than June 30, 2009. If full payment is not received by June 30, 2009, the Corporation shall have the right to retain the deposit as set forth in paragraph 8, and resell the assigned booth space. Only those companies receiving approval and confirmation from the Corporation and having made full payment by June 30, 2009 will be listed in the "Directory of Exhibits." Exhibitor expressly understands and agrees that all amounts paid hereunder will be first applied to any outstanding obligations due to the Corporation by Exhibitor, and then to the amounts due in accordance with this paragraph, that any resulting arrearages must be paid within the time limits stated herein, and that Corporation shall have the right to cancel this agreement if Exhibitor is or becomes in arrears with respect to any outstanding obligation due to the Corporation.

**8. CANCELLATION OF BOOTH SPACE.** In the event Exhibitor notifies the Corporation of Exhibitor's intent to repudiate this contract after acceptance but prior to June 30, 2009, the Corporation shall be entitled to retain fifty percent (50%) of the full exhibit booth price as liquidated damages and not as a penalty. If the Corporation receives such notice of the Exhibitor's repudiation after June 30, 2009, the Corporation reserves the right to retain the full exhibit booth price as liquidated damages and not as a penalty, and to resell or reassign the booth space.

**9. CANCELING EXHIBIT.** If for any cause beyond the control of the Corporation, such as, but not limited to, the destruction of the exhibit facilities by an Act of God, the public enemy, authority of law, fire or other force majeure, or boycotts, strikes or other labor disputes, cancellation of Conference and Expo for reasons beyond Corporation's reasonable control, the Corporation is unable to comply with the terms of this Contract and deliver the space allotted hereunder, this Contract shall be considered terminated and any payments made hereunder by Exhibitor shall be refunded to Exhibitor, less expenses incurred by the Corporation to the date of the termination allocable to Exhibitor after pro-rata thereof among all Exhibitors.

**10. INSTALLATION OF EXHIBITS.** The exhibit hall will become available for display set-up from 1:00 p.m. - 5:00 p.m., Wednesday, Nov. 11, 8:00 a.m. - 5:00 p.m., Thursday, Nov. 12, and 8:00 a.m. - 1 p.m., Friday, Nov. 13. Full maintenance and installation crews will be on duty. All exhibits must be fully set up and ready by 1 p.m. on Friday, Nov. 13th. Corporation reserves the right to set the booth at exhibitor's expense.

**11. DISMANTLING AND REMOVAL OF EXHIBITS.** The dismantling period begins at 2:00 p.m. - 8:00 p.m. on Monday, Nov. 16, and 8:00 a.m. - 5:00 p.m. on Tuesday, Nov. 17. All exhibitor displays or materials left in the hall after 5:00 p.m. will be packed and shipped at the discretion of the show management and all applicable service charges will be applied to the exhibitor of record. IN NO CASE WILL DISMANTLING BE ALLOWED BEFORE 2:00 p.m., MONDAY, Nov. 16, 2009. Exhibit booths must be staffed during all open show hours and Exhibitor will not be permitted to dismantle or to begin to dismantle prior to the close of the show on Monday, November 16, 2009, at 2:00 p.m. If Exhibitor violates this regulation, it may lose priority points for future booth assignments or may be denied exhibit space in future trade expositions.

**12. BOOTH, FURNISHINGS, EQUIPMENT, AND SERVICE.** Corporation will provide a uniform style exhibit booth 10' deep and 10' wide with carpeting (9' x 10'), draped material on aluminum framework, back wall 8' high, side rails 36" high, and identification sign 7' x 44". Exhibit display must not project so as to obstruct the view of the adjacent booths. In the rear 5' of in-line booths, display material or equipment may be placed to a height not exceeding 12". In the remainder of the booth (5' from the aisle), all display material or equipment shall not exceed 4, in height. Island booth display material or equipment may be placed to a height not exceeding 18". Under no circumstances will an exhibiting company be allowed to exceed 18' in height. All companies occupying booths that are 20' x 20' or larger, MUST submit a floor plan of their display to the operations manager for review. Floor plans must detail height and width dimensions. Exhibitor also agrees to comply with the Americans with Disabilities Act and its regulations in the design of the booth. In addition, the Booth Regulations, a copy of which Exhibitor hereby acknowledges receipt of and which is hereby incorporated by reference into this contract, shall apply and shall be complied with by Exhibitor.

**13. ADDITIONAL EXHIBITOR SERVICES.** All other services are available to Exhibitors at normal charges, through the official conference contractor, (hereinafter "Official Contractor"). An Exhibitor's Service Manual will be available online to all Exhibitors, approximately 60 days in advance with complete details and deadline order dates for rental displays, additional decorating, furniture, signs, cleaning, photography, floral, electrical, telephone, audiovisual service, drayage information and displayment labor.

**14. INSURING THE EXHIBITS.** Exhibitor is encouraged to insure its exhibits, merchandise and display materials against theft, fire, etc., at their own expense. It is suggested by the Corporation that Exhibitor contact Exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to Exhibitor's existing policy covering same.

**15. SHIPPING INSTRUCTIONS.** Information on shipping methods and rates will be sent to each Exhibitor in the Exhibitor Service Manual. The Exhibitor shall ship, at its own risk and expense, all articles to be exhibited. The Official Contractor will provide storage for incoming freight, delivery to booth, removal, storage and return of empty crates,

removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments shall include the Exhibitor's name and booth number(s).

**16. CONTRACTOR AND LABOR COORDINATION.** The official service contractor Freeman shall have control of all inbound and outbound freight to prevent congestion in the loading and unloading areas, in the aisles and in any freight traffic area. The Official Service Contractor shall have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly set-up, management and dismantling of the exposition. It is highly recommended that the labor services of the Official Service Contractor be utilized to set-up and dismantle individual exhibits. If another contractor is used for these purposes, the following steps must be taken: Notification to the Corporation and the Official Service Contractor with proof of adequate liability insurance, at least 60 days prior to show set-up. Booth number, name of Exhibitor and identification of the outside contractor must be included.

**FIRE REGULATIONS: SPECIAL REQUIREMENTS:**

**NOTE: There is no smoking throughout the facility.**

**A.)** No combustible decoration, such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. Pamphlets and/or paper products shall be limited to one (1) day supply and shall be maintained in an orderly fashion inside the booth. All materials used in the exhibit, including but not limited to muslin, velvet, silk or any other cloth decoration must be fireproof and flameproof and must comply with all local fire ordinances and building regulations. Any storage of combustible materials such as packing materials behind the booths is prohibited.

**B.)** Flammable/combustible liquids are prohibited inside building. (Gasoline, kerosene, cleaning solvents and other petroleum based materials.)

**C.)** Vehicles may be allowed in the building for display purposes provided that the vehicle make and model are approved by the "Corporation" 90 days prior to move-in. The "Corporation" reserves the right to select specific make and model. In addition, the following requirements must be adhered:

**D.)** All fuel tanks openings shall be satisfactory sealed to prevent escape of vapors. The hot lead battery cable shall be disconnected from the terminal and remain disconnected while the vehicle is inside the building. Loose cable ends shall be taped to cover all exposed metal. Fueling or Defueling is prohibited. Vehicles on display should have less than a 1/8 tank of gas, specific to each facility.

**E.)** Fire hoses and extinguishers should be visible and accessible at all times.

**F.)** Exits and aisles shall be clear of all obstructions.

**17. SOUND/MUSIC/LICENSEING.** In general, exhibitors may use sound equipment in their booth as long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other devices should be positioned so as to direct sound into the booth rather than into the aisle. SOUND and NOISE MAY NOT EXCEED 80 DECIBELS. SPECIAL WARNING: If the noise level is still disruptive after Show Management warnings, your equipment responsible for the noise violation will be disconnected/removed for the duration of the show.

**A.)** In the event Exhibitor plays recorded music at the space which is the subject of this contract, Exhibitor warrants that it shall have obtained appropriate licenses and the authority to use such copyrighted music, and that it shall comply with all terms and conditions of said licenses. Exhibitor agrees not to have any live musical performance at exhibit space.

**B.)** Exhibitor warrants further that it is the sole owner of all copyrighted materials appearing in its exhibit space, or in the alternative, that it has obtained appropriate licenses to display such materials.

**C.)** Exhibitor agrees to defend, indemnify, save and hold Corporation harmless from and against all claims brought against Corporation arising out of any alleged breach of the warranties made in this paragraph.

**18. SECURITY.** Guard service is provided by the Corporation on a 24-hour basis from move-in through move-out. Reasonable precautions are taken to protect property, but the Corporation cannot and does not insure the safety of persons or the protection of property.

**19. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY.** Notwithstanding the guard service provided by the Corporation for purposes of general security in the exposition premises, Exhibitor agrees to protect, indemnify and hold harmless the corporation and its members, officers, directors, employees and agents, the San Diego Convention Center and the Official Contractor (collectively, the "Indemnitees") from any and all liability, loss, damage, or expense including court costs and attorneys fees by reason of any injury or injuries sustained by any persons or property or loss of property or income which might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from breach of the terms and conditions and representation made by Exhibitor written in this contract including violations of the Americans with Disabilities Act. Indemnitees shall not be responsible or liable for any injury, loss or damage to any property or person brought in by the Exhibitor or otherwise located in the exposition premises.

**20. UNACCEPTABLE EXHIBITS.** The Exhibitor agrees not to utilize any displays which the Corporation determines, in its absolute discretion, would endanger the person or property of the attendees or of the Exhibitors, are in bad taste, are liable to discredit or subject the Corporation to criticism or legal liability, are inconsistent with the stated purposes of the Corporation and the interest and welfare of its members, are inimical to the property rights of the Corporation, or violate any other provision of this Contract. In the event the Corporation determines at any time that any exhibit may/ or does violate this paragraph and the Exhibitor is unable or unwilling to cure or correct such violation, Corporation may terminate this Contract immediately and prevent erection of the exhibit or may remove or cause the exhibit to be removed at Exhibitor's expense and Exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. If Exhibitor is uncertain whether an exhibit is in compliance with all regulations and requirements, contact the Corporation.

**21. FAILURE TO OCCUPY SPACE.** Any booth space not occupied at the San Diego Convention Center by 12 noon, Friday, November 13, 2009, shall be forfeited by the Exhibitor, and space may be resold, reassigned, or used by the Corporation or exhibit staff without refund, unless a request for delayed occupancy has received prior approval of the Corporation. Failure to notify the Corporation of cancellation prior to 12:00 noon, Friday, November 13, 2009, may be cause for denial of exhibit space in future trade expositions. Upon such cancellation Corporation shall retain any deposits previously made.

**22. SUBLETTING BOOTH SPACE AND ARTICLES OF EXHIBIT.** Exhibitor may not assign, sublet, or apportion all or any part of its contracted booth space, nor may Exhibitor cause or permit the advertisement, display, promotion, sales or marketing of products or services in its booth(s) other than those manufactured, distributed or sold by the Exhibitor in the regular course of business and identified in this contract. Exhibitor may change, add or delete a product or service to be displayed in its booth only with the Corporation's permission, which shall not be given without eight weeks prior written notice.

**23. ADVERTISING MATERIAL.** The Exhibitor agrees that the use or distribution of any advertising materials or souvenirs during the conference shall be subject to prior written approval by the Corporation. Except as otherwise provided, the Corporation shall not endorse, support or be liable for the claims made by the Exhibitors as to the qualities or merits of their products or services, or no advertising or mention shall indicate, claim or suggest such endorsement or support. All handouts must be distributed from within the exhibit booth(s). See also Paragraph 24 hereof concerning registered trademarks owned by the Corporation.

**24. REALTOR® MARKS.** The Exhibitor acknowledges that the Corporation is the owner of all right title and interest in and to the federally registered collective members marks REALTOR®, REALTORS® REALTOR-ASSOCIATE® and the REALTOR® Logo and the Conference Theme and Graphic (hereinafter "Marks"). Any and all use by the Exhibitor of such Marks or any marks similar thereto, or any others owned by the Corporation shall be subject to prior written approval by the Legal Affairs Department of the Corporation.

**25. FUNCTION SPACE.** The San Diego Convention Center SHALL NOT provide space for display or exhibition purposes other than that provided and confirmed by the Corporation under this contract. No display or exposition space shall be available at any other hotel. Hospitality rooms shall be subject to prescribed regulations and shall be closed during conference business sessions. Any space request for group functions on an individual basis must be coordinated with the Corporation through its Conference Division 312/329-8324. All requests must be received prior to August 31, 2009.

**26. MISCELLANEOUS.** The Exhibitor expressly agrees to be bound by all the terms, conditions and specifications herein listed and by the Rules and Regulations established by the Corporation and as from time to time thereafter modified, and expressly agrees that this Contract and such Rules and Regulations contains the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. This Contract shall be interpreted under the laws of the United States and the State of California.

**27. RESERVATION OF RIGHT TO MAKE CHANGES.** Any matters not specifically covered herein are subject to decision by the "Corporation". "Corporation" reserves the right to make such changes, amendments and additions to these rules as considered advisable for the proper conduct of the exhibit, with the provision that all exhibitors will be advised of any such change.

# Contracting Form SIMAUSA

## ADDENDUM TO APPLICATION AND CONTRACT FOR EXHIBIT SPACE

**National Association of REALTORS®. 2009 Conference & Expo  
November 13-16, 2009. San Diego Convention Center, San Diego, CA**

### STATE LAW COMPLIANCE

The REALTORS® Expo/International 2nd Home & Resort Pavilion es intended to bring real estate developers and REALTORS® together to create awareness of exciting real estate properties around the world, exchange information, and develop business to business relationships.

In order to sell or solicit offers for development properties, California requires qualifying developments to register with the state. Therefore, exhibitors are not permitted to sell or solicit offers during the Event if they are not registered with the State of California. Exhibitors should indicate on any printed materials they distribute during the Event that they are neither offering nor soliciting offers to purchase real property.

Exhibitors who intend to sell or solicit offers for development properties during the Event will provide NAR with proof of state Registration prior to the Event.

Exhibitors and REALTORS® wishing to enter into marketing agreements should be aware of the registration requirements in the state(s) where the properties will be marketed. Exhibitors should seek legal counsel to address any questions they may have about their individual situation.

Exhibiting Company Name (please print): \_\_\_\_\_

Authorized Exhibitor Name (please print): \_\_\_\_\_

Exhibitor Authorized Signature: \_\_\_\_\_

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