

Knoxville Fall Home Design & Remodeling Show

August 27-29, 2010 * Knoxville Expo Center



EARLY BIRD DEADLINE: Rebook: 10/2/09 New: 4/30/10 \$100 off first booth & \$50 off each additional booth <i>(not to exceed \$200)</i>	BOOTH CHOICES: _____	SQ. FOOTAGE: _____	COST: \$ _____
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BOOTH PRICES			
\$10.45/sq ft—100 to 300 sq ft	\$9.00/sq ft—400 sq ft	\$8.50/sq ft—500 to 800 sq ft	\$8.00/sq ft—900+ sq ft
\$100 additional per corner			
PLEASE CALL FOR SPECIAL DISCOUNTS IF BOOKING BOTH THE SPRING & FALL KNOXVILLE SHOWS			

The exhibitor agrees that upon acceptance this contract shall be deemed to form a binding contract between the exhibitor and NCI. The exhibitor agrees to abide by the terms set forth in the terms and conditions. By signing this contract the exhibitor acknowledges receipt of the terms and conditions, which form an integral part of the contract between NCI and the exhibitor. The contract is deemed binding when an authorized agent of NCI signs this contract. NCI reserves the right to refuse to accept this contract for any reason.

Company: _____

Contact: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____ Website: _____

Product(s)/Service(s) to be exhibited: _____



Signature: _____ Date: _____

By signing, it is understood that the deposit(s) must be received within five (5) days of booth assignment or space and/or EB discounts will be forfeited. If balance of the booth investment is not remitted by deadlines, any and all discounts will be forfeited and space is subject to cancellation or relocation.

PAYMENT SCHEDULE	
50% due with contract	Balance Due: 6/28/10

PLEASE NOTE: If signing after the above dates, 100% FULL BOOTH PAYMENT is due.

TOTAL DEPOSIT of \$ _____ Visa MasterCard Discover Amex Check-Mail

Please complete if paying by credit card. Please print.

Company: _____ Cardholder: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Card Number: _____ Exp: _____ Security Code: _____

Signature: _____ Date: _____

I, the Cardholder, authorize the above total deposit amount to be charged to my credit card. I understand the charges are non-refundable and non-transferable even in the event of cancellation.

I authorize NCI to process all remaining deposits & balances on the given credit card.

**Payments will be processed according to above payment schedule.*

FOR OFFICE USE ONLY

Acct. Exec: _____	Date Rec'd: _____	Amt Rec'd \$ _____
Booth # _____ Size _____ Cost \$ _____	Accepted for NCI by: _____	
Products not approved: _____		

REMIT PAYMENT TO: NCI, P.O. Box 670625, Marietta, Georgia 30066 OR Fax: 877-421-2453

Terms and Conditions of Contract

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by New Concepts International, Inc. ("NCI"), including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labour relations agreements in force (i) between NCI and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies NCI that the contest is being operated in accordance with applicable law, and (ii) the prior written consent of NCI is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of NCI. The Exhibitor agrees to indemnify and save harmless NCI and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) Use of any sound producing devices or sound amplification equipment without the express, prior written consent of NCI, is prohibited. NCI reserves the right to terminate the privilege of use, should complaints occur from any excessive sound levels.
- h) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.
- i) Exhibitor grants permission to NCI for audio and visual taping of their exhibit and presentation and to thereafter own and use the same as NCI deems appropriate, without cost, charge or other compensation.

2. NCI RIGHTS

- a) NCI reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or prohibit exhibits or Exhibitors which NCI considers objectionable, inappropriate, disruptive or offensive to NCI, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show, without any liability to NCI.
- b) NCI shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written consent of NCI, which permission may be withheld in NCI's sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless NCI and the facility, their respective officers, directors, agents, representatives, and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, NCI, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

5. LIABILITY AND INSURANCE

- a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to NCI for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name NCI as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each occurrence. At the request of NCI, the Exhibitor shall provide NCI with a copy of such policy.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against NCI, the Show sponsors or the facility in which the Show is held, for any loss,

damage or injury however caused to the Exhibitor, its officers, directors, agents, representatives and employees or their respective property.

- c) Neither NCI nor the facility will assume liability for the loss for damage, through any use, of equipment, products, goods, exhibits, or other materials owned, rented or leased by the Exhibitor.

6. BOOTH DISPLAY

- a) All exhibits require full floor covering. Contact Show Management for more information. All tables must be skirted with floor length, fire resistant skirting. All decorations must be fire retardant. No plastic or paper tablecloths are allowed. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual.
- b) Standard booths are limited to 8 ft. background drapes and 3 ft. side drapes. Without prior approval from NCI, the maximum height of exhibits is 8 ft. and may extend only one-half of the booth depth from the back wall. Height in the front half of the exhibit space cannot exceed 4ft. Bulk space or island type exhibitors should refer to the Exhibitor Manual for booth construction limitations.
- c) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees that should they break down earlier than the final closing hour of the show, they will be charged a \$200 fee. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by NCI.
- d) All parts of exhibits must be exhibited within Exhibitor's assigned space boundaries. Aisle space is under the control of NCI.
- e) NCI is not responsible for any service provided by independent contractors, including but not limited to, furniture, signs, booth decorations and electrical connections. NCI reserves the right to finish and decorate any unfinished partitions, walls or back of signs that are exposed to the public and to charge the cost to the Exhibitor.

7. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to NCI no later than sixty (60) days preceding the opening date of the Show. All deposits received by NCI up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies NCI less than sixty (60) days preceding the opening date of the Show that it wishes to cancel this license agreement or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show, NCI reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from NCI.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to NCI shall be deemed earned by NCI and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, NCI shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as NCI deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling NCI to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to NCI to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

8. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) the primary agreement between NCI and the leased facility is terminated, cancelled or amended or for any reason abated as to any portion of the space or adjacent areas, such termination, cancellation, amendment or abatement shall at NCI's option, operate as a cancellation of this agreement or (iii) NCI is unable to permit the Exhibitor to occupy the facility or the space, or (iv) if the Show is cancelled or curtailed, for any reasons beyond the control of NCI, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, NCI will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

9. MISCELLANEOUS

- a) Waiver by NCI of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision thereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) NCI reserves the right to make any and all adjustments necessary to the advertising campaign. NCI makes no guarantees regarding show attendance.
- d) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.

EXHIBITOR DUE DILIGENCE

NCI makes no representation concerning any sponsor or exhibitor nor its products or services and the admission to the Show of any sponsor or exhibitor constitutes neither an endorsement, recommendation nor representation by NCI of any exhibitor or sponsor or its products or services. NCI has not and will not undertake or perform any "due diligence" function as to any sponsor or exhibitor or its products or services and each exhibitor or sponsor agrees to display only services and products which have economic viability and that fully comply with applicable law, regulations and professional standards.

Signature: _____