

CONTRACT FOR BOOTH SPACE

2012 APSCU Annual Convention & Exposition

June 20 – 22, 2012 • Mandalay Bay Resort & Casino • Las Vegas, NV

Subject to the "Rules Governing Exhibits" printed on the opposite side of this contract, we hereby request space assignment for exhibit purposes as listed below:

	Booth Number(s)	Price of Booth Choice(s)	Less 10% (if purchasing 5 or more booth spaces)	Total Price
1 st Choice		\$		
2 nd Choice		\$		
3 rd Choice		\$		
4 rd Choice		\$		
5 th Choice		\$		

**Booth price includes a fully carpeted 10'x10' booth space with pipe and drape, one skirted 6' table, one trash can, two side chairs and a 7"x 44" company sign (if requested). Also included is complimentary admission for two exhibit personnel to all program sessions and exhibit hall functions. Booths are available on a priority first-come, first-served basis.*

All signed contracts must be faxed to APSCU at 1-866-775-1613 by 5:00 pm EST on the day the space is reserved.

Company _____

Address _____

City _____ State _____ ZIP _____

Phone _____ Fax _____

E-mail _____ Website _____

Signature _____ Date: _____

(required)

Primary Contact: All future correspondence regarding the APSCU Exposition should be sent to:

Name/Phone/E-mail _____

I'll pay by credit card AMEX _____ VISA _____ MC _____

Account # _____ Exp. Date _____ CVV/CVC Code _____

Name on card _____ Signature _____

I'll pay by check**

** In addition to your faxed contract, please attach a copy with the check (full amount) and mail to APSCU, Exhibit Reservation, 1101 Connecticut Avenue, N.W., Suite 900, Washington DC 20036.

DO NOT WRITE BELOW THIS LINE - FOR APSCU USE ONLY

The Association of Private Sector Colleges and Universities agrees to furnish Booth Number(s) _____, price \$ _____, subject to the "Rules Governing Exhibits," (**see reverse of this contract**) which are hereby made a part of this contract.

Signature (APSCU) _____ Date _____

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Rules Governing Exhibits

Sponsor: The exhibits are sponsored by the Association of Private Sector Colleges and Universities, 1101 Connecticut Avenue, N.W., Suite 900, Washington, D.C. For convenience hereinafter, the sponsor is designated as "APSCU" or "the Association," or "the Management."

Contract for Space: By submitting an application for exhibit space, the Applicant releases APSCU and its agents from any and all liabilities to Applicant, its agents, licenses or employees that may arise or be asserted as a result of submission of an application or of participation in the Convention & Exposition. APSCU determines the eligibility of any company or product for exhibit and reserves the right to reject any application for exhibit space. Acceptance of an application does not imply endorsement by APSCU of the Applicant's product, nor does APSCU warrant - either expressly or by implication - the efficacy of the products displayed at the exhibit.

Booths must be staffed at all times during exhibition hours and **NO DISMANTLING OF BOOTHS may occur before 10:00 a.m. on Friday, June 22, 2012.** There are no exceptions to this rule. IF PREMATURE DISMANTLING OCCURS, as a penalty, the exhibiting company WILL NOT BE ABLE TO CHOOSE ITS SPACE FOR THE FOLLOWING YEAR'S SHOW UNTIL MAY 7, 2013.

Booth Assignment: Reservations for space will be made according to a priority system giving preference to firms which are *Allied Plus* and *Allied Members* of APSCU. The initial mailings are restricted to such priority firms. Within the priority system, booth assignments are made on a first-come, first-served basis. In no way will APSCU reject a booth selection at another exhibitor's request. It is the responsibility of each Exhibitor to select their booth location to their satisfaction. Once a booth location has been confirmed between an Exhibitor and APSCU, any requests to change location will be accommodated with what space is available at the time the change request is made.

All booths are clearly shown in the floorplan. Dimensions and locations of each booth are believed, but not warranted, to be accurate. In all cases, the width of the booth is given center to center of rails. For prefabricated displays, deduct four inches from width of booth.

Rates and Payments: Remittance of the **total rental price must be received by the Association no more than fifteen (15) days after the booth space(s) is reserved or the reservation will be cancelled.** Checks should be made payable to the Association of Private Sector Colleges and Universities.

Installation, Showing and Dismantling: The show will run for one full day and two half days. All displays should be fully set up by 4:00 p.m. on Wednesday, June 20, 2012.

The exhibit hours, subject to changes authorized by Management, are as follows:

Wednesday, June 20, 2012

8:00 a.m. – 4:00 p.m.	Exhibit Hall Installation
8:00 a.m. – 6:00 p.m.	Exhibitor Registration
5:00 p.m. – 7:30 p.m.	Opening Reception – EXHIBIT HALL

Thursday, June 21, 2012

7:15 a.m. – 8:15 a.m.	Continental Breakfast – EXHIBIT HALL
11:30 a.m. – 1:30 p.m.	Buffet Luncheon – EXHIBIT HALL
(11:30 a.m. – 7:00 p.m.)	Exhibit Hall Open to all Attendees
4:15 p.m. – 7:00 p.m.	Reception – EXHIBIT HALL
8:00 p.m.	Imagine America Foundation/APSCU Special Concert Event*

Wednesday, June 22, 2012

7:30 a.m. – 8:30 a.m.	Allied Member/Exhibitor Meeting*
8:15 a.m. – 9:45 a.m.	Buffet Breakfast – EXHIBIT HALL
10:00 a.m.	Dismantling Exhibit Hall

*Non-mandatory

It is each Exhibitor's responsibility to see that all of his/her merchandise is removed from the Exhibit Hall and exhibit space is left in good order. Anything left will be disposed of, and any additional fees for cleaning will be charged to Exhibitor.

Shipments: Details where to ship all display materials and equipment will be included in exhibitor service kits. This kit will also include information on storing; delivering to booth; labor for installation of displays; removal and return of empty crates and cartons; pick-up at booth; and services offered; along with the applicable rates. The kit will be made available to each Exhibitor. All exhibits must be pre-paid.

Failure to Occupy Space: Any space not occupied by 3:30 p.m. Wednesday, June 20, 2012, will be forfeited by the Exhibitor, and this space may be resold and reassigned or used by the Management as it sees fit, without refund, unless arrangements for delayed occupancy have been approved by APSCU in advance.

Arrangements for Exhibits: Standard draped booth backgrounds and side rails, and uniform two-line signs, are provided without additional charge. Booth backgrounds are eight (8) feet in height, and divider rails are thirty-three (33) inches in height. The exhibit hall will be fully carpeted. Booth size is 10x10'.

Peninsula Exhibits: These face three aisles. This type of exhibit must limit the length of the back wall to one-half the width of the space, centered or the length of the back wall can equal the width of the space if it is no more than 33" in height.

Booth Furniture and Special Work: One six-foot (6') skirted table and two side chairs will be provided for each booth, at exhibitor's request. All table coverings, decorating, and booth furniture will be provided on requisition to the official decorating contractor. Order forms and a brochure describing the services offered by said company, along with the applicable rates, will be sent to each Exhibitor in advance of the Convention. Orders for wiring or other electrical work, as well as other special services, must be placed in advance of the Convention. Service order forms will also be provided to all Exhibitors.

Special Restrictions: (a) Exhibitors are prohibited from using amplifying equipment that might distract from or interfere with adjacent exhibits; (b) Exhibitors must confine their activities and promotional items to the space for which they have contracted; aisles must not be blocked with personnel or exhibits; (c) Exhibitors must not display their booth materials in a manner which blocks the view of adjacent Exhibitors unless verbal permission from adjacent Exhibitors is received; (d) Exhibitors will not be permitted to use strolling entertainment nor to distribute samples or souvenirs except from their own booths; (e) Exhibitors who use costumed persons or mannequins should be sure that their manner of appearance and dress are such as not to offend even the most critical; (f) Fire laws must be strictly enforced. Aisle and fire exits cannot be blocked by exhibits; (g) Exhibits which, in design or operation, are objectionable in the opinion of the Management will be prohibited; (h) No work of an excessively noisy nature will be permitted in the exhibit hall while business meetings are being conducted in an adjacent meeting space; (i) **Exhibitors are prohibited from scheduling any private functions, cocktail parties, events, or other hospitality functions during exhibit hall hours or at any time that would conflict with association events;** (j) Exhibitor may not sublease exhibit space.

Admission: APSCU shall have sole control over all admission policies at all times. All persons visiting the exhibits will be required to register and wear an appropriate badge while in attendance. Children under the age of 16 years old are not permitted on the exhibit hall floor. During non-exhibit hours, attendees will not be allowed entrance to the hall without being accompanied by exhibit personnel.

Cancellation and Refunds: In the event of cancellation of the Convention due to fire, strikes, government regulation or other causes beyond APSCU control, APSCU shall not be liable for failure to hold the Convention as scheduled, and APSCU shall determine the amount of exhibit fees to be refunded. In the event of cancellation by Exhibitor, 50% will be retained by APSCU if notice of cancellation is received in writing before May 4, 2012, and no refund will be made for cancellation after May 4, 2012.

Compliance with Laws: Exhibitor shall comply with all federal, state, and local laws as well as rules and regulations of hotel hosting the event. Exhibitor will ensure that its exhibit complies with the Americans with Disabilities Act.

Penalties: Violations of these rules may be cause for termination of the agreement, removal of Exhibitor from show, and loss of fees paid.

Insurance: Exhibitor shall provide to APSCU a certificate of liability of insurance of at least \$1 million before the show. APSCU must appear as the certificate holder.

Amendments: APSCU, through its Management, has sole authority to interpret and enforce all rules and regulations contained herein, to make any amendments thereto, and to make such further rules and regulations as shall be necessary for the orderly conduct of the Convention & Exposition.

Exhibitor Release of Liability and Indemnification: Exhibitor assumes all responsibility for any and all loss, theft or damage to Exhibitor's displays, equipment and other property while participating in the event and on the premises of Mandalay Bay Resort & Casino and hereby waives any claim or demand it may have against the hotel or its affiliates arising from such loss, theft or damage. In addition, the Exhibitor agrees to defend (if requested), indemnify and hold harmless Association of Private Sector Colleges and Universities and Mandalay Bay Resort & Casino, and their respective parent, subsidiary and other related or affiliated companies, from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs, arising from or in connection with the Exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission of the Exhibitor or its employees, subcontractors or agents, except such as may arise directly from the sole gross negligence of Association of Private Sector Colleges and Universities, Mandalay Bay Resort & Casino or their affiliated companies.