



APPLICATION AND CONTRACT FOR EXHIBIT SPACE

Sponsored by Milwaukee/NARI Home Improvement Council, Inc.

Friday - Sunday, September 17-19, 2010

Wisconsin Exposition Center at State Fair Park

Please reserve space for your exhibit at the Fall Home & Remodeling Show, September 17-19, 2010. Exhibitor acknowledges that said application shall not become a contract until such time as it has been accepted in writing by Show management. Exhibitor further agrees that it shall be bound by all conditions, rules, and regulations printed on the reverse side of said application and as shown in the Exhibitor Kit which will be provided to the undersigned.

Exhibitor further acknowledges that the rules and regulations and contents of the Exhibitor Kit are made a part hereof as though fully set forth herein and that said Exhibitor agrees to be bound by all rules and regulations stated.

EXHIBIT BOOTH SPACE PRICING:

MEMBERS - Check below

___ 1 Booth (10' x 10')	\$775
___ 2 Booths	\$1,475
___ 3 Booths	\$2,175
___ 4 Booths	\$2,875
___ 5 Booths	\$3,575
___ 6 Booths	\$4,275
___ 7 Booths	\$4,975
___ 8 Booths	\$5,675

NON-MEMBERS - Check below

___ 1 Booth (10' x 10')	\$925
___ 2 Booths	\$1,775
___ 3 Booths	\$2,625
___ 4 Booths	\$3,475
___ 5 Booths	\$4,325
___ 6 Booths	\$5,175
___ 7 Booths	\$6,025
___ 8 Booths	\$6,875

To maintain your 2009 booth space(s), you must return your contract and deposit no later than Monday, June 28, 2010!

After August 9, 2010, all applications must be accompanied by payment in full. Make checks payable in U.S. funds to: Milwaukee/NARI Home Improvement Council, Inc.

No refunds will be given, and all monies deposited will be forfeited, if contract is canceled regardless of cause.

Special Offer - Returning participants receive a 50% discount off each additional booth space purchased from the previous year. For example, if you had one booth in 2009, and you wish to purchase two booths for 2010, the second booth can be purchased at a 50% discount.

PAYMENT SCHEDULE:

Total Space Cost	\$ _____
Surcharge for endcap - any booth	
that spans two aisles (\$50 premium)	\$ _____
Three or more sales sides (\$100 premium)	\$ _____
50% Deposit (due with application)	\$ _____
Balance Due August 9, 2010	\$ _____

PLEASE LIST CHOICES:

(please refer to the enclosed preliminary map.)

1st Choice Space # _____

2nd Choice Space # _____

3rd Choice Space # _____

Requests are not guaranteed.

LIST PRODUCTS TO BE DISPLAYED IN BOOTH (S) (photo of current booth MUST be enclosed): _____

PLEASE PRINT OR TYPE EXHIBIT SPACE NAME:

Company Name: _____

Date: _____

Address: _____

City/State/Zip: _____

E-mail Address: _____

Phone: _____

Web Address: _____

Fax: _____

Name: _____

Show Contact: _____

Signature: _____

RETURN ORIGINAL (white) AND SECOND COPY (yellow) along with YOUR CHECK PAYABLE TO: Milwaukee/NARI Home Improvement Council, Inc. RETAIN THIRD COPY (pink) FOR YOUR FILES.

Return to:
Milwaukee/NARI
Home Improvement Council, Inc.
P.O. Box 26788
Wauwatosa, WI 53226
Fax Number (414) 771-4077

Questions:
Milwaukee/NARI Office
(414) 771-4071
info@milwaukeevari.org

Accepted by Show Management

Booth confirmation: _____

Date: _____

Payment: _____

Signature: _____

2010 FALL HOME & REMODELING SHOW EXPOSITION RULES AND REGULATIONS

This is part of your agreement. Read it carefully.

1. This application form constitutes merely an offer to enter into a contract with Milwaukee/NARI for the use and occupancy of designated space at the Milwaukee/NARI Fall Home & Remodeling Show. The completion and tendering of this form and/or payment of all or any part of the applicable cost shall not create a contract binding upon Milwaukee/NARI until such time as the application has been formally accepted by Milwaukee/NARI.
2. Milwaukee/NARI expressly reserves the right to reject any application and return any payment accompanying such application for any reason which Milwaukee/NARI may deem appropriate, or for no reason whatsoever. Milwaukee/NARI shall have absolute and exclusive discretion to determine which applications shall be accepted and which applications shall be rejected, and any application may be rejected with or without cause.
3. Any application which is accepted by Milwaukee/NARI shall, upon such acceptance, become a binding agreement between Milwaukee/NARI and Exhibitor.
4. By tendering this application and upon this acceptance thereof by Milwaukee/NARI, Exhibitor expressly agrees to be bound to the following:
 - A. All rules, regulations, and requirements described on this document, including the reverse side hereof.
 - B. All rules, regulations, and requirements set forth in any written materials pertaining to the Milwaukee/NARI Fall Home & Remodeling Show which may be promulgated by Milwaukee/NARI at any time hereafter.
 - C. Any verbal instructions given by any authorized representative of Milwaukee/NARI during the course of the Milwaukee/NARI Fall Home & Remodeling Show.
 - D. All rules, regulations, and requirements which govern the members of the Milwaukee/NARI Home Improvement Council, Inc., including, but not limited to, the Milwaukee/NARI Home Improvement Council, Inc. By-laws and Code of Ethics.
5. Any Exhibitor who fails to comply with any of the terms of this agreement between Milwaukee/NARI and Exhibitor, including rules, regulations, and requirements as described above, is, in the sole discretion of Milwaukee/NARI, subject to immediate ejection from the Show and shall be liable to Milwaukee/NARI for all damages resulting therefrom, provided further, however, that nothing herein shall prevent Milwaukee/NARI from seeking to specifically enforce the terms of the agreement, including such rules, regulations, and requirements, in lieu of, or in addition to, seeking money damages for any breach. In any event, Exhibitor shall be liable to Milwaukee/NARI for any expenses incurred by Milwaukee/NARI as a result of any breach of the agreement between Milwaukee/NARI and Exhibitor, and such expenses shall include, without being limited to, all court costs and actual attorney fees. In addition, any Exhibitor who is ejected from the Show for failure to abide by the terms of this agreement shall be subject to disciplinary action by the Milwaukee/NARI Board of Directors, up to and including revocation of Exhibitor's membership in Milwaukee/NARI.

Irregular Advertising - The exposition is limited to those persons, firms, corporations, and other entities that have contracted and paid for exhibit space in the exposition facility. No other persons, firms, corporations, or other entities will be permitted to demonstrate products, solicit orders, or distribute advertising matter on the floor of the Show or in the exposition facility. Any person violating this rule will be promptly ejected from the Wisconsin Expo Center.

APPLICATION/CONTRACT

- a) This application form constitutes merely an offer to enter into a contract with Milwaukee/NARI Home Improvement Council, Inc. (Milwaukee/NARI) for use of designated space at the 2010 Fall Home & Remodeling Show. The completion and tendering of this form and/or the payment of all or any part of the application cost shall not create a contract until such time as the application has been formally accepted by Show management.
- b) Show management expressly reserves the right to reject any application and return any payment accompanying such application for any reason or for no reason whatsoever.
- c) Any application which is accepted by Show management shall upon acceptance become a binding agreement between Milwaukee/NARI and the Exhibitor.

Payment of Space - All monies paid shall be retained by the Show in the event Exhibitor fails to fulfill or violates contract or withdraws.

Insufficient Funds - Checks returned for insufficient funds or closed accounts shall be charged a \$25 returned check charge. If debtor fails to act within 10 days, the returned check and returned check charge shall be turned over to legal counsel for collection and debtor shall be responsible for all court and attorney fees.

LIABILITY & INSURANCE

- a) Each Exhibitor must make provision for the safe-guarding of his/her/its goods from the time they are placed in his/her/its booth until they are removed by the Exhibitor. Special security personnel will be employed for the Show, but Milwaukee/NARI will not be responsible for, or guarantee to Exhibitor, the safety of exhibit material against fire, accident, theft, or any loss or injury whatsoever.
- b) It is agreed that Exhibitor shall assume all liability for damage to exposition facility caused by his/her/its exhibit, and shall indemnify Milwaukee/NARI from and against any liability that might ensue by reason of his/her/its exhibit or presence at the Show.
- c) Each Exhibitor shall carry comprehensive general liability coverage including, but not limited to, premises, operations, and contractual liability of no less than one million/two million dollars aggregate insurance for each occurrence, together with statutory worker's compensation insurance with a limit of no less than \$100,000. Certificates of insurance MUST be furnished to Show management no later than August 16, 2010.

Union Regulations - Exhibitor must observe all union regulations in force in the exhibit hall (details are provided in the Exhibitor Kit).

Fire Regulations - All decoration must be flame proof and must stand a fire test as prescribed by the fire ordinance of the City.

Drayage & Decorations - In order to simplify the in and out movement of all shipments as well as to provide the lowest possible costs consistent with quality performance needed in exhibit programs, official service contractors have been appointed. Complete details of their services are provided in the Exhibitor Kit.

Storage - Storage and handling of crated material may be available on a limited basis with a fee per CWT charge by Exposition Service Contractor.

Electrical Compliance - Electrical wiring and equipment must meet electrical codes of the City.

Assignment And Use By Others - No Exhibitor may assign his/her/its agreement for exhibit space or permit any other person to use any part of such space.

Force Majeure - In the event the Wisconsin Exposition Center at State Fair Park or any part of the exhibit areas thereof are unavailable whether for the entire event or a portion of the event as a result of fire, flood, tempest, or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot, or any other cause or agency over which the Show has no control, or should the Show decide that because of any such cause it is necessary to cancel, postpone, or re-site the Show, or reduce the installation time, Show time, or move-out time, the Show shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect as a result thereof.

Competitive Exhibits - In order to create a harmonious and attractive atmosphere for patrons of the Show, Exhibitors shall not distribute anywhere within the Show premises or display materials at their Exhibit that mentions by name any competitor who is also an Exhibitor at the Show. Milwaukee/NARI shall have the right to enforce this rule by physically removing any materials or displays that violate this rule from the Show grounds. Milwaukee/NARI shall have no liability to any Exhibitor or to any other party for any lost or damaged materials so removed.

Booth Flooring - All booths must have some type of flooring in their space (i.e., carpet, vinyl, tile, etc.); this flooring must cover the entire space.

Children Under 18 - All children under the age of 18 years must be supervised and must remain within the Exhibitor's booth during set-up and Show hours.

Staffing Booths - All booths must be manned at all times during Show hours. Each company is responsible for staffing their booth 15 minutes prior to Show opening and during Show hours.

Exhibitor Kit - By signing this contract, you also agree to the following rules, guidelines, and regulations which are included in the Exhibitor Kit: Exhibitor Bulletin; Important Guidelines; Electrical Connection; Wisconsin Exposition Center at State Fair Park Requirements; West Allis Fire Department Regulations; Height Regulations; Exhibitor Move-In Bulletin; and Exhibitor Pass Information.

Pets/Animals - No animals, except service animals, shall be allowed on the premises during Show set-up and/or hours of the Show.

Amendments - Show Management shall have the full power in the interpretation and enforcement of all contract regulation contained herein and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for the proper conduct of the event.