

# REMODELER & SUPPLIER EXPO

Business Development Conference - Ideas for 2010 and Beyond

MARCH 10, 2010 | 7:00 A.M. TO 5:00 P.M.  
MARCUS MAJESTIC CINEMAS | BROOKFIELD, WI

## Application and Contract for Exhibit Space Milwaukee/NARI Home Improvement Council, Inc. Remodeler & Supplier Expo Wednesday, March 10, 2010 Marcus Majestic Cinemas | Brookfield, WI

This application and contract is for the purpose of reserving an exhibit table at the Milwaukee/NARI Remodeler & Supplier Expo (EXPO), March 10, 2010, at the Marcus Majestic Cinemas in Brookfield, WI. Exhibitor acknowledges that this application shall not become a contract until such time as it has been accepted in writing by EXPO Management. Exhibitor further agrees that it shall be bound by all conditions, rules and regulations printed on the reverse side of this application and as shown in the Exhibitor Kit which will be provided to the undersigned upon placement in a numbered exhibit table.

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 the Exhibitor agrees to be bound by all rules and regulations stated.

### Exhibitor Information:

Please print or type all information requested.

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

Company Name: \_\_\_\_\_

Contact person : \_\_\_\_\_

Individual(s) Exhibiting: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Signature: \_\_\_\_\_

### Exhibit Table Pricing:

Exhibit tables for this Milwaukee/NARI event can be reserved only by current members of Milwaukee/NARI Home Improvement Council, Inc.

#### Exhibit Table Reservation

\_\_\_\_\_ One (1) 8' exhibit table \$350  
\_\_\_\_\_ Two (2) 8' exhibit tables \$650  
\_\_\_\_\_ Access to electrical outlet \$30

#### Important Information

- EXHIBITING COMPANIES WILL RECEIVE TWO (2) COMPLIMENTARY EXPO REGISTRATIONS FOR EACH 8' EXHIBIT TABLE PURCHASED. Additional registrations will be \$95 each.
- Each exhibiting company is allowed a maximum of two (2) exhibit tables.
- Milwaukee/NARI will make every effort to fulfill your request.

### Exhibit Table Choices:

Please list your top three (3) table choices (see the exhibit floorplan for table layout and numbers).

1<sup>st</sup> Choice Table# \_\_\_\_\_  
2<sup>nd</sup> Choice Table# \_\_\_\_\_  
3<sup>rd</sup> Choice Table# \_\_\_\_\_

Milwaukee/NARI will make every effort to fulfill your request.

--After February 17, 2010, all applications must be accompanied by payment in full.  
--No refunds will be given and all monies deposited will be forfeited, if contract is cancelled regardless of cause.

### Exhibit Description:

Description of products/services to be featured at exhibit table: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note: The info provided above will be printed in the final program book that is distributed on-site and should be a max of 250 words.

### Payment Information:

Payment Schedule:

Total Exhibit Table/Electrical Cost: \$ \_\_\_\_\_  
50% Deposit (due w/application) \$ \_\_\_\_\_  
Balance Due February 17, 2010 \$ \_\_\_\_\_

Indicate form of payment:

- Check (enclosed and made payable to Milwaukee/NARI)
- Credit Card - Complete info below and circle one: VISA / Mastercard

Name on Card \_\_\_\_\_

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

Expiration: \_\_\_\_/\_\_\_\_ 3-digit VIN# \_\_\_\_\_ Signature: \_\_\_\_\_

#### FOR EXPO MANAGEMENT USE ONLY

Date rec'd: \_\_\_\_\_

Table#: \_\_\_\_\_

Payment: \_\_\_\_\_

Initials: \_\_\_\_\_

## **Milwaukee/NARI Home Improvement Council, Inc. 2010 Remodeler & Supplier Expo Rules and Regulations**

1. This application form constitutes merely an offer to enter into a contract with Milwaukee/NARI for the use and occupancy of designated exhibit space at the Milwaukee/NARI Remodeler & Supplier Expo (Expo). 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 with Milwaukee/NARI and Exhibitor.
4. By tendering this application and upon the 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 Milwaukee/NARI Remodeler & Supplier Expo 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 Remodeler & Supplier Expo.
  - 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 Expo and shall be liable to Milwaukee/NARI for all damages resulting therefrom, provided further, however, that nothing herein shall present 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 Expo 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 Expo is limited to those persons, firms, corporations, and other entities that have contracted and paid for exhibit space in the Expo 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 Expo or the Expo facility. Any person violating this rule will be promptly ejected from the Marcus Majestic Cinemas.

### **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 Remodeler & Supplier Expo. The completion and tendering of this form and/or 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 Expo management.
- b) Expo 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 Expo management shall upon acceptance become a binding agreement between Milwaukee/NARI and Exhibitor.

Payment for Exhibit Space – All monies paid shall be retained by the Expo in the event Exhibitor fails to fulfill or violates contract 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 AND 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. 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 Expo 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 Expo.

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

Storage – Storage and handling of crated exhibit materials may be available on a limited basis with a charge to Exhibitor by the Marcus Majestic Cinemas.

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.

Cancellation Policy – No refunds will be given, and all monies deposited will be forfeited, if contract is cancelled regardless of cause.

Force Majeure – In the event the Marcus Majestic Cinemas 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, pest, 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 Expo has no control, or should the Expo decide that because of any such cause it is necessary to cancel, postpone, or re-site the Expo, or reduce the installation time, Expo time, or move-in/move-out time, the Expo 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 Expo, Exhibitors shall not distribute anywhere within the Expo premises or display materials at their Exhibit that mentions by name any competitor who is also an Exhibitor at the Expo. Milwaukee/NARI shall have the right to enforce this rule by physically removing any materials or displays that violate this rule from the Expo premises. Milwaukee/NARI shall have no liability to any Exhibitor or to any other party for any lost or damaged materials so removed.

Exhibit Space Flooring – All flooring for exhibit spaces will consist of that which the event facility is outfitted with (i.e. carpet, vinyl, wood, etc.). Exhibitor is prohibited from using any flooring materials in their booth space in addition to that which the event facility is outfitted with.

Children Under 18 – All children under the age of 18 years must be supervised and must remain within the Exhibitor's exhibit space during set-up, break-down and Expo hours.

Staffing Exhibit Space – All exhibit tables must be manned at all posted Expo exhibit hours. Each Exhibitor is responsible for staffing their table 15 minutes prior to Expo opening and during posted Expo exhibit hours.

Exhibitor Kit – By signing this contract, you also agree to any/all rules, guidelines and regulations which are included in the Exhibitor Kit, Marcus Majestic Cinemas Requirements, Brookfield Fire Department Regulations, table top exhibit height regulations, and Exhibitor Ticket Information.

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

Amendments – Expo 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.