



Jacob K. Javits
Convention Center
New York, NY

ASIS NYC Security Expo
**APPLICATION/CONTRACT
FOR EXHIBIT SPACE**

June 7-8, 2017

| | |
|----------------------|-------|
| Company ID #: | _____ |
| Booth Number: | _____ |
| Size: | _____ |
| Total Rental Charge: | _____ |
| ESM: | _____ |
| Contract Acceptance: | _____ |
| Invoice #: | _____ |

COMPANY NAME _____

Please type. Name will appear exactly as shown above on all lists.

Booth Size _____ 1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____ 5th Choice _____

The Undersigned (hereinafter referred to as the Exhibitor) hereby applies for booth space in the Exhibition sponsored by ASIS International (hereinafter referred to as ASIS) to be held at the **Jacob K. Javits Convention Center** for the period of June 7-8, 2017 for the exhibition of the products or services designated and for no other purpose, subject to the conditions, rules, regulations and requirements hereinafter set forth.

This contract is subject to all terms and conditions of the lease agreement between ASIS and the **Jacob K. Javits Convention Center**. In the event of any conflict or inconsistency the terms of the convention center lease shall govern. ASIS shall have the right to make such rules and regulations in connection with the Exhibition as it may deem proper and may amend them at any time, and ASIS shall have the full power in the matter of interpretation and enforcement thereof. The Exhibitor agrees to abide by said rules and regulation, in the event this application is approved and accepted as a contract.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS

- A. BOOTH SPACE RENTAL FEE:** Rental charges are \$2,500 per single 10' x 10' booth; \$25.00 per square foot.
- B. EXHIBIT SPACE OCCUPANCY:** Dimensions and locations of each booth are believed to be accurate, but only warranted to be approximate. Booths will be assigned only to the company that signs this application. No subsidiaries, distributions, manufacturers, etc., will be permitted to share or in any way to occupy any booth or part of any booth assigned to that Exhibitor.
- C. ASSIGNMENT OF SPACE:** Booth space will be assigned at the discretion of ASIS in accordance with the stated priority of preferences in consideration of the following criteria: 1) prior history of Exhibits at ASIS events, including both regularity and recency thereof, 2) Number of booths requested, and 3) date of Application for Exhibit Space.

D. DEPOSIT AND PAYMENT TERMS: A non-refundable deposit is required with this application, the amount to follow the pay timeline below:
 Contract Submission...50% Due January 12, 2017...100% Due
 All financial obligations to ASIS for advertising, etc., and to its official agents must remain under 60-days net for the Application/Contract for Exhibit Space to be accepted by ASIS. ASIS may treat an Exhibitor's failure to comply with any of the terms or conditions herein as a material breach of the contract and retain any moneys paid as liquidated damages. If ASIS has not received payment in full by November 1, 2016, the heretofore reserved exhibit space may be considered cancelled and may be reassigned, sold, or otherwise used or disposed of by ASIS without any refund.

E. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing, contingent upon acceptance by ASIS, and will be obligated to pay ASIS Liquidated damages based on the schedule listed below. Written notice of cancellation must be received by the following dates to be liable for the rental fees below:
 January 11, 2017... 50% of rental fee January 12, 2017...100% of rental fee
 Any cancellation received after January 12, 2017 obligates the Exhibitor to pay ASIS 100% of the rental fees due. Any exhibitor who reduces the size of their booth after this contract has been initially executed will be assessed a fee by ASIS to compensate for lost footage and will be assessed a loss of 10 priority points (applied to the following year's booth selection).

F. EXHIBITOR PACKAGE: (One package per booth number, regardless of booth size). Exhibitor package will include 8' high drape back wall, 3' high drape sidewall, one identification sign, one listing in the official show directory and official show website, VIP invitations to use for your customers for free admission to show, two (2) chairs, one (1) 6' draped table, one (1) wastebasket. ASIS reserves the right to alter items in this package based on availability and/or requirements of the venue. Booth carpeting will be provided, **please choose one of the following:** Red Blue Black Grey. Any padding, specialty carpet, or other colors must be ordered separately at an additional cost.

G. CONTRACT AUTHORIZATION: I am authorized to reserve booth space for our use at the ASIS NYC Security Expo 2017. I agree to abide by the rules and regulations specified in this contract.

***Required Information - Contracts will not be processed if incomplete**

*Print Name _____ *Signature: _____ *Date _____

H. COMPANY INFORMATION: In witness whereof, the Exhibitor has caused this Application to be duly executed by an authorized representative Unless otherwise notified, all future correspondence will be with the person indicated below.

| | |
|---|---|
| <p>*Company/Organization: _____</p> <p>*Mailing Address: _____</p> <p>*City/State/Zip: _____</p> <p>*Telephone: _____</p> <p>Fax: _____ *Company Twitter _____</p> <p>*Company email _____</p> <p>*Website: _____</p> | <p>*Contact (Please Print): _____</p> <p>*Title: _____</p> <p>*Contact Address: _____</p> <p>*Telephone: _____</p> <p>Fax: _____</p> <p>*Email: _____</p> |
|---|---|

Pay by check Check # _____

I authorize the amount below to be charged to my credit card on booth space in the show indicated above. Authorized amount \$ _____

Name on card (print) _____ Visa MasterCard Amex Discover

Billing Address _____

Card # _____ Exp. Date _____

Signature _____ Date _____

Complete, sign and return all pages to exhibits@asisonline.org. Checks may be mailed to ASIS International, 1625 Prince Street, Alexandria, VA 22314. Credit card payments can be faxed to 703-706-3737. Please do not email credit card information.

Please list any competitors you desire to be separated from:

- 1st _____
- 2nd _____
- 3rd _____
- 4th _____
- 5th _____

Please list any companies you desire to be near:

- 1st _____
- 2nd _____
- 3rd _____
- 4th _____
- 5th _____

ASIS International will attempt to honor the above requests but cannot guarantee them. It is recommended that exhibitors continuously check the floorplan throughout the year.

Please list company-owned brands that you wish to display:

- 1st _____
- 2nd _____
- 3rd _____
- 4th _____
- 5th _____

Please list any other security shows or events that your organization participates in:

- 1st _____
- 2nd _____
- 3rd _____
- 4th _____
- 5th _____

What is your chief reason for exhibiting at ASIS NYC Security Expo?

NOTICE: The following rules and regulations are an integral part of and incorporated into this contract.

General Restrictions

ASIS reserves the right to approve all exhibits.

The Exhibitor agrees not to install any spot or floodlight fixture or apparatus that emits a shrill noise that will create a nuisance to other Exhibitors or to guests of the Exhibition. ASIS reserves the right to restrict displays which, because of noise, methods of operation, materials or for any reason, become objectionable, and to prohibit or remove any displays; which in the opinion of ASIS detract from the general character or appearance of the Exhibition.

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior, and wrapping paper is to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, sileen or any other cloth decoration must stand a flameproof test as prescribed by the fire ordinance of the city of New York, NY.

Volatile, explosive or other flammable matter, or any substance prohibited by law or insurance carriers; is not permitted on the premises. Those companies displaying motor vehicles must abide by local fire and hotel regulations.

Canvassing or distributing advertising matter outside the Exhibitor's own booth is not permitted. Solicitation of business or conferences in the interest of business, except by Exhibiting firms, is prohibited.

Areas from floor to ceiling in all aisles, lounges and entrances (as indicated on the floorplan) shall remain the property of ASIS and shall be decorated at the discretion of ASIS. Exhibitors shall restrict their product, personnel and decoration to the insides of the rented booth per the paragraph below (Arrangements of Exhibits). Should any Exhibitor's material extend past the prescribed boundaries of the rented space, ASIS reserves the right to dismantle that portion of the display.

At its discretion, if at any time Show Management deems a display, Exhibitor and/or its contents objectionable, the exhibit shall be subject to removal or cancellation at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs, or any item of poor character, which in the sole judgment of Show Management, is detrimental to the Show. This reservation may be enacted at any time, regardless of whether it is before the Show or during the Show. In the event such a restriction is enforced during the Show, Show Management shall not be liable for refund of exhibit space rental fees or exhibit equipment rental fees, except at its sole discretion. Exhibitor hereby expressly waives any right and all claims, actions or demands for damages, costs and expenses, including without limitation, legal fees, lost profits, and costs of goods sold, against the Facility, Show Management, their directors, officers, agents, employees and/or servants for such restriction or removal. Notwithstanding the foregoing, Show Management reserves the right to prohibit the sale and/or display of any products it considers unsuitable for the Show or jeopardizes the Show's safe operations.

Arrangements of Exhibits

Standard linear booth backgrounds and side rails, decorated with bengaline draperies and uniform two-line signs are provided without charge. Booth backgrounds are eight feet in height, and divider rails are 33 inches in height. In the

area four feet forward from the rear background of each booth, display material may be placed up to a height not to exceed eight feet from the building floor. In any portion of the booth beyond four feet from the rear background of the room, all parts of the Exhibit shall be placed not to exceed the height of the rail, which is 33 inches from the building floor. Exhibits not conforming to these specifications, or which, in design, operation, or are otherwise found objectionable in the opinion of ASIS, will be prohibited. The above restrictions do not apply to island areas. Any part of the exhibit which does not lend itself to an attractive appearance, such as unfinished side or end panels, must be draped at the exhibitors expense. The floor of all booth space is required to be fully carpeted. Management reserves the right to have such finishing done, billing the exhibitor for charges incurred. All exposed parts of a display must be finished so as not to appear objectionable to other Exhibitors. ASIS reserves the right, in the best interest of the Exhibit, to relocate scheduled booths in areas other than that selected by the Exhibitors.

Termination of NYC Security Expo

Should the premises in which the NYC Security Expo is held become, in the sole judgement of ASIS, unfit for occupancy, or should the Expo be materially interfered with by reason of strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a governmental agency or any other act beyond the control of ASIS, the Contract for Exhibit Space may be terminated. ASIS will not incur any liability for damages sustained by the Exhibitor as a result of such termination. In the event of such termination, the Exhibitor expressly waives such liability and releases ASIS of and from all claims for damages and agrees that ASIS shall have no obligation except to refund to the Exhibitors a prorated share of the aggregate amount received by ASIS (as rental for Exhibit space in the ASIS NYC Security Expo) after deducting all costs and expenses in connection with such Exhibit, including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the Exhibitor.

Non-Exhibiting Company Products

Exhibitors are prohibited from sharing, assigning, or subletting a booth or any part of the booth allotted to them except upon written permission from ASIS. Nor shall they exhibit or permit to be exhibited in their booths any merchandise not part of their own regular products, nor shall they exhibit any advertising or promotional material directly pertaining to such products. Exhibitor may not display products or signage in or above their booth from non-exhibiting companies unless approved in writing by Show Management. There can be no representations or media activities of non-exhibiting companies. Exhibitors may only display or represent other ASIS exhibiting company partners with their consent.

Booth Reductions and Floor Plan Redraws

Any exhibitor who reduces the size of their booth after this contract has been executed will be assessed a fee by ASIS to compensate for lost footage and will be assessed a loss of 10 priority points (applied to the following year's booth selection). Any changes to the floor plan are at the sole discretion of ASIS International. If

the booth size change cannot be accommodated in the exhibitor's current booth location, they will be reassigned to a new booth location. If there is not an option for relocation and the changes must be made in the exhibitor's current booth location then ASIS will assess a charge equal to 50% of the lost square footage to ASIS International's floor plan, as liquidated damages. This fee will be due at the time of the booth size change. Only credit card payments will be accepted for the fees.

Installation and Dismantling of Exhibits

The Exhibit Hall of the Jacob K. Javits Convention Center will be available for Exhibit Installation beginning at 8:00 am on Tuesday, March 21st. All Exhibits must be operational by 6:00 pm on Tuesday, June 6th. After this hour, no installation work will be permitted without special permission from ASIS. Targeted set-up time will be used.

Dismantling of Exhibits may begin no earlier than 4:00 pm on Thursday, June 8th. All displays, crates, etc., must be removed from the Exhibit Hall by no later than 9:00 pm.

Exhibitors will be notified of any changes to this schedule at least 90 days in advance of the ASIS NYC Security Expo.

Limitation of Liability/Indemnification

Exhibitor agrees to defend, indemnify and keep harmless ASIS, its officers, agents, employees, servants, and staff members and/or directors (the indemnitees) against all liabilities, judgments, costs and expenses which may anyway accrue against them (the indemnitees) in consequence of entering into this agreement, including any and all claims, suits or liability for injuries to property, injuries to persons, including death, and from any other claims, suits or liability on account of, or related to, any act or omission, or alleged act or omission of the exhibitor or any of its officers, agents, employees or servants.

Without limiting the generality of the foregoing, Exhibitor's duties hereunder extend to the service contractors of ASIS, the Jacob K. Javits Convention Center, and any of their officers, agents, staff members or directors. Claims for loss, injury or damage by fire or theft, which may occur to an Exhibitor or to his agent, employees, or invitees, or to his or their property or wares, arising from any cause whatsoever, prior, during or subsequent to the period of this Exhibit; and loss to any person as a result of serving alcoholic beverages in any exhibitor hospitality suite, or at any function sponsored or controlled by an exhibitor are likewise intended to be included within the scope of this indemnification clause.

Exhibitor shall be liable to indemnitees for all expenses, including court costs and attorneys' fees incurred by indemnitees in connection with any such claims, suits or liability, and/or in connection with any claim by indemnitees against Exhibitor arising out of the provisions of this clause.

ASIS accepts no responsibility for the well being of an exhibitor's booth and/or the contents therein or thereabout. The Exhibitor waives any and all claims against ASIS for loss, theft, damage or destruction by fire, water or otherwise of its booth or any of its property in its booth or on the premises of the convention center at any time as well as for injury to its agents, servants and/or employees while in the exhibition premises, and for any damage of any nature including damage to its business by reason of the failure to provide space for the exhibit or for any failure to hold the exhibition as scheduled.

Insurance

Exhibitor agrees to procure and maintain at all times the following:

Commercial General Liability (CGL) - minimum limit of \$2,000,000 occurrence and aggregate to include personal injury & contractual liability. Worker Compensation - as may be statutorily required in the jurisdiction where services are to be provided or performed and employer's liability of \$1,000,000 each accident/\$1,000,000 disease/\$1,000,000 per employee. Automobile Liability — including hired and non-owned vehicles with minimum limits of \$1,000,000 CSL (combined single limit). All coverage must be written with carriers that are admitted in the jurisdiction where services are to be provided and have at least a rating of A VIII or better in the current AM Best guide, and name ASIS as additional insured.

The exhibitor insurance policy must provide the following: (i) coverage to apply as primary without contribution from other sources, (ii) policy contains a waiver of subrogation provision and (iii) no cancellation or material change in coverage will be made without thirty (30) days prior written notice to ASIS. A current certificate of insurance reflecting the above requirements must be on file with ASIS prior to entry to the exhibit floor.

Exhibitors wishing to insure their materials, goods and/or wares on display in the Exhibit against theft, damage by fire, accident, loss or liability of any kind, must do so at their own expense.

ASIS will provide security guard service throughout the entire meeting including the official periods of Exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by Exhibitors as guaranteeing them against loss or theft of any kind.

Licensing Fees

Exhibitors are responsible for paying all licensing and royalty fees that may be due as a result of exhibitors use of any copyrighted materials in the booth. This especially applies to music license fees for live, recorded or mechanical music used in videotapes; music tapes or otherwise that are due to ASCAP, BMI, or other copyright owners. In the event that ASIS is sued for, held liable for, or pays any such fees, the exhibitor shall be liable to ASIS for all amounts paid, including all costs and expenses such as attorneys' fees.

Exhibiting Schedule

Scheduled Exhibit Hall hours will be sent to Exhibitors at least 60 days in advance of the ASIS NYC Security Expo. All booths must be open and staffed during all published show hours..

Exhibitors' Personnel

ASIS will provide Exhibition badges which must be worn at all times by Exhibit personnel. Badges will be provided at a rate of **four** badges per 10x10 booth rented. Additional orders for badges to be prepared on site will be subject to additional charges. Badges will only be issued in contracted exhibiting company's name.

Official Exhibits Decorator

An Official Decorator has been selected by ASIS to coordinate all efforts in regard to the Exhibition. The official decorator is responsible for furniture rental, space decorations, installation and dismantling of Exhibits, labor, drayage services, cleaning and signs.

Freight

The Jacob K. Javits Convention Center is not permitted to accept any shipments of freight from exhibiting companies. At least 60 days in advance of the Exhibition, ASIS will supply Exhibitors with an address to which all freight shipments should be directed.

Additions to Rules and Regulations

It is expressly understood and agreed to by the Exhibitor that the Rules and Regulations of the Exhibition as issued or amended by ASIS are hereby made an integral part of the Contract and of the agreement between the Exhibitor and ASIS and to the same extent and effect as if said Rules and Regulations were set forth in full in the Contract. ASIS will attempt to avoid, but will not be held liable for, any error or omission in the Show Program Guidebook or any preliminary promotional materials. The following provisions, plus any additions and amendments (including the Exhibitor Service Manual) thereto that may hereafter be established by ASIS, become binding upon acceptance of this contract between the applicant, its employees, agents and ASIS.

Arbitration

Except in a case in which a party is seeking injunctive relief, if any controversy should arise between the parties relating to this agreement or the failure or refusal of any party to perform the whole or any part hereof, the parties will submit such matter to binding arbitration before a single neutral arbitrator. The arbitrator shall not be empowered to award consequential, incidental, exemplary or punitive damages, but only actual damages. Matters subject to arbitration include any and all claims, actions, and suits arising out of or in any way relating to this agreement, regardless of whether the claim alleges or is based upon tortious conduct (including negligence) or any other theory at law or in equity. By way of example, and not restriction, the duty to arbitrate shall expressly include (a) any matters in which one party names one or more employees of the other as individual defendants (with such individual employees to be considered third party beneficiaries of this limitation) and (b) any matters arising out of or related to the undertaking, breach, non-renewal, or termination of this agreement. The only disputes that shall be excepted from this duty to arbitrate are disputes regarding: (a) liabilities to third parties arising out of indemnified matters; and (b) the use or retention of either party's intellectual property or confidential, proprietary, or sensitive information. Any claim for arbitration must be brought via a written arbitration demand filed with the American Arbitration Association within one year of the date of the underlying activities giving rise to the dispute (regardless of when the complaining party learns or could have learned of any particular facts surrounding the dispute). The parties agree to this provision and thereby waive their right to arbitrate or otherwise contest in any forum any dispute related to this agreement outside the scope of this one-year limitation. The parties make this waiver notwithstanding any longer periods generally available for arbitrating or litigating disputes under any otherwise applicable statutes, common law, or other authority. This agreement shall be governed by the laws of the Commonwealth of Virginia and venue shall be in Alexandria, Virginia and no other place.

I have read and agree to all the rules and regulations of this contract. *(Please initial and date) _____