

Space Application & Contract

PRINT[®] 19

• • • • • **October 3-5, 2019**
 • • • • • McCormick Place | Chicago, IL USA
 • • • • • **PRINTevent.com**

1. APPLY FOR BOOTH SPACE

We are applying for _____ square feet of exhibit space in PRINT[®] 19. We understand that exhibit space will be assigned on a first-come, first-served basis. Availability of booth choices is not guaranteed. Space will be assigned only when application is accompanied by proper payment (outlined in #3 below). Please refer to the PRINT 19 floor plan to determine booth choices. (Two or more booths may be combined to create a larger exhibit space.) Our choices are:

1st Choice _____ **3rd Choice** _____ **5th Choice** _____
2nd Choice _____ **4th Choice** _____ **6th Choice** _____

2. TOTAL SPACE COST

Member exhibit space rate: \$28 per sq. ft.
If you would like to inquire about membership please contact our Director of Membership, Carol Lee Hawkins at chawkins@aptch.org or (703) 264-7232.

Non-member exhibit space rate: \$33 per sq. ft.
 The total square foot cost: \$28 /\$33 per sq. ft. X sq. ft. = U.S. \$ _____

See payment schedule below for amount due with application.
LINEAR EXHIBIT SPACE COST INCLUDES: Standard draped back wall (8 feet high), two side rails (3 feet high), standard 7" x 44" identification sign.

ALL EXHIBITS INCLUDE: Complimentary Machinery Handling

3. PAYMENT SCHEDULE

All Space Applications/Contracts must be accompanied by the proper payment as outlined below in order to be assigned:

Space applications received through December 6, 2018
25% deposit due on total space cost with signed Space Application & Contract.

Space applications received between December 7, 2018 and May 2, 2019
50% deposit on total space cost due with signed Space Application & Contract.

Space applications received after May 3, 2019
100% of the total space cost due with signed Space Application & Contract.
Check must be drawn on a U.S. bank. Booth payments are refundable if notification of cancellation is received in writing within 15 days of the date of the Confirmation Letter. Any booth space with a past due balance is subject to cancellation. (See section #3, reverse side).

4. COMPANY INFORMATION

(Please print legibly or type address below where all correspondence will be sent.)
(Company information as listed will be used in promotional material unless otherwise indicated.)

COMPANY _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 COUNTRY _____
 SHOW CONTACT _____ Mr Ms
 TITLE _____
 TELEPHONE _____ FAX _____
 E-MAIL _____
 WEBSITE ADDRESS _____
 AUTHORIZED REPRESENTATIVE _____ TITLE _____
 AUTHORIZED SIGNATURE* _____

*This signature implies that the company is bound by all Association for PRINT Technologies rules, regulations and terms and agrees to receive all event communications including fax, phone, e-mail, or mail.

**PAYMENT MUST ACCOMPANY THIS FORM. MAKE CHECK PAYABLE TO:
 Association for PRINT Technologies (U.S. dollars drawn on a U.S. bank.)**

Space rental payments are not deductible as charitable contributions for federal income tax purposes. Federal Tax I.D. #13-5267700

5. PRODUCTS TO BE EXHIBITED

Please indicate your products below. At least 70% of your display must be relative to the exhibit area selected.

- | | |
|---|---|
| <input type="checkbox"/> Design & Document Creation | <input type="checkbox"/> Press Accessories |
| <input type="checkbox"/> Prepress Equipment & Products | <input type="checkbox"/> Finishing & Binding Equipment & Supplies |
| <input type="checkbox"/> Consumables & Supplies | <input type="checkbox"/> Mailing/Fulfillment Equipment & Systems |
| <input type="checkbox"/> Printing Substrates | <input type="checkbox"/> Advertising Specialties |
| <input type="checkbox"/> Print Output Equipment | <input type="checkbox"/> Software |
| <input type="checkbox"/> Printed Electronics | <input type="checkbox"/> Material Handling & Plant Equipment |
| <input type="checkbox"/> Package Printing & Converting | <input type="checkbox"/> Business Equipment & Products |
| <input type="checkbox"/> RFID | <input type="checkbox"/> Services to the Trade |
| <input type="checkbox"/> Wide Format Equipment & Supplies | <input type="checkbox"/> Environmental |
| | <input type="checkbox"/> Newspaper |

Please list briefly the type of products that will be displayed:

Please list your competitors:
 (Location away from competitors cannot be guaranteed.)

6. PAYMENT OPTION

Check Wire Transfer (Contact for details)
 Credit Card

I authorize the Association for PRINT Technologies to charge my:
 MC Visa AMEX Discover Diners Club

Account Number _____
 Expiration Date _____ Security Code _____

the amount of \$ _____ for a deposit on booth space.

Name on Card _____ (print)
 Authorized Signature _____

Please return signed contract via mail, or email to:
 Association for PRINT Technologies
 1899 Preston White Drive
 Reston, Virginia 20191 USA
 Telephone: (703) 264-7200
 Email: kgreene@aptch.org
Retain a copy for your records.

FOR ASSOCIATION FOR PRINT TECHNOLOGIES USE ONLY

Rec'd: _____ FTE: _____
 Assigned Date: _____ Initials: _____
 DP _____ CK _____ Booth # _____
 Depth _____ Width _____ Total Sq. Ft. _____
 Booth Type: _____
 Space Rate: _____
 Area: _____
 APTECH Member: _____

PRINT 19 Terms and Conditions

IMPORTANT: PLEASE READ THE TERMS LISTED BELOW BEFORE COMPLETING YOUR SPACE APPLICATION.

1. Application for Space

To exhibit in PRINT 19 (the "Show"), held at McCormick Place North (the "Facility") on October 3-5, 2019, an exhibitor shall submit a completed Space Application and Contract ("Contract") agreeing to these Terms and Conditions, and shall return the contract with payment as specified in Section 3. Upon receipt of the completed Contract and payment, the Association for PRINT Technologies ("Show Management") will mail a Confirmation Letter identifying the size and location of the space reserved (the "Exhibit Space").

2. Reservation of Space

The acceptability of any Contract submitted for the Show shall be solely determined by Show Management in its absolute discretion. Show Management shall endeavor to assign to an accepted applicant ("Exhibitor") the Exhibit Space requested, but Show Management shall have the right to change and to make such final assignment of the Exhibit Spaces as it determines to be in the best interest of the Show. Show Management shall have the sole authority to change the size and location of Exhibit Spaces on the Show's floor plan.

Show Management may, at its discretion, require replacement, rearrangement, or redecoration of any Exhibit Space, and no liability shall attach to Show Management for the costs that may be incurred by Exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished before the scheduled opening of the Show, Show Management shall authorize the official decorator to effect the necessary finish and the Exhibitor must pay all charges involved thereby. Show Management shall have the right to exclude or require modification of any display or demonstration at Exhibitor's expense which, in Show Management's sole discretion, it considers not proper or otherwise in keeping with the character of the Show. Exhibitor shall be bound by the decisions of Show Management in all matters related to the Show.

3. Payment Schedule

All Contracts must be accompanied by the proper deposit amount, as indicated below:

Contracts received through December 6, 2018

- 25% deposit due on total space cost with signed Contract.

Contracts received between December 7, 2018 and May 2, 2019

- 50% deposit on total space cost due with signed Contract.

Contracts received after May 3, 2019

- 100% of the total space cost due with signed Contract.

Check must be drawn on a U.S. bank. Booth payments are refundable if notification of cancellation is received in writing within 15 days of the date of the Confirmation Letter. Any booth space with a past due balance is subject to cancellation.

4. Failure to Occupy Rented Space/Cancellation/Downsize

Any Exhibitor failing to occupy its Exhibit Space shall not be relieved of the obligation of paying the full charge for such space. If not occupied by Exhibitor by the time specified for completion of the set-up of the exhibits, such Exhibit Space shall be taken by Show Management, and reallocated or reassigned for such purposes or use as Show Management may see fit.

Exhibitor may cancel or otherwise request a reduction in the size of its Exhibit Space only by giving written notice to Show Management. In the event of such cancellation or request for reduction, Exhibitor agrees to pay as liquidated damages as follows:

If downsizing:

- a) 25% of the cost of the downsized Exhibit Space if written notice is received on or before December 6, 2018.
- b) 50% of the cost of the downsized Exhibit Space if written notice is received between December 7, 2018 and May 2, 2019.
- c) 100% of the cost of the downsized Exhibit Space if written notice is received after May 3, 2019.

If canceling:

- a) 25% of the cost of the Exhibit Space if written notice is received on or before December 6, 2018.
- b) 50% of the cost of the Exhibit Space if written notice is received between December 7, 2018 and May 2, 2019.
- c) 100% of the cost of the Exhibit Space if written notice is received after May 3, 2019.

In the event that an Exhibitor fails to remit all of the liquidated damages on the canceled or downsized Exhibit Space, the Exhibitor shall not be permitted to participate in future Shows. Liquidated damages may not be applied towards future Shows. Subletting of space by exhibitor is prohibited.

5. Services

Exhibitor shall be responsible for all of its own exhibit costs and expenses. Exhibitor understands and agrees that all charges for services of any kind are to be paid for by Exhibitor directly to the persons providing them, and any disputes which may arise between the Exhibitor and such persons are to be settled between them. Show Management shall announce and provide the Exhibitor, in advance, with written notice of a schedule of dates on which Exhibitor's display must arrive and must be removed from the Show. Exhibitor shall be liable for any expense to General Contractor caused by

Exhibitor's failure to conform to the scheduled dates and times, including, but not limited to storage expenses, and shall pay within 30 days of receipt of bill for same. **No early breakdown of Exhibit Space is permitted. Failure to conform to such specified dates and times will result in liquidated damages of [\$1,000] and may constitute reasonable cause for exclusion from future Shows.**

6. Liability Limitation/Indemnification/Insurance

Exhibitor waives all claims of every kind against Show Management, its directors, officers, stockholders, independent contractors, agents, and employees ("Representatives") including, without limitation, all claims for damages, or claims for return of payments made to Show Management, based on personal property damage, destruction, loss or theft, personal injury or death, cancellation of the Show, (including, without limitation, cancellation thereof in the event of a Force Majeure Event (as defined herein), failure or refusal to provide preferred Exhibit Space, preventing the display, operation, removal or dismantling of any exhibit, and any other act or failure to act by Show Management. Exhibitor is solely responsible for its own exhibit materials and products, and should insure its exhibit and products from loss or damage from any cause whatsoever. It is understood that all property of Exhibitor is in Exhibitor's care, custody, and control in transit to, or from, or within the confines of the Facility and the exhibit hall. Show Management shall bear no responsibility for the safety of Exhibitor or its Representatives or personal property. Show Management will have no liability whatsoever for any indirect, consequential, special or incidental damages, regardless of how those damages are incurred.

Exhibitor is liable for any damage caused to Facility floors, walls, or columns, or to standard Exhibit Space equipment, or to other exhibitors' property by the Exhibitor, its exhibit materials, or its Representatives. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard Exhibit Space equipment. Any property destroyed or damaged by an Exhibitor must be restored to original condition by Exhibitor at the Exhibitor's expense.

Exhibitor agrees to indemnify, defend and hold harmless Show Management and its Representatives from all liabilities, losses, claims, (including, but not limited to, claims for injury to the Exhibitor, its Representatives, or Show attendees), expenses, damages, costs and attorneys' fees, arising out of or related to (i) any act or omission of the Exhibitor or its Representatives, including but not limited to any use of intellectual property owned or used by the Exhibitor during the Show or in promotion of its exhibit at the Show; (ii) the negligent performance of the Exhibitor's obligations under the Contract by the Exhibitor, or its Representatives; (iii) the failure of the Exhibitor or its Representatives to comply with any term or condition of the Contract; and/or (iv) the breach of any representation or warranty given or made by the Exhibitor.

Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the Facility and the exhibitor's Exhibit Space. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability, and shall name Show Management, the Facility, and Freeman as additional insureds. Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of the Exhibitor's Representatives engaged in the performance of any work for the Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the Facility and during the Show. Exhibitor is not required to send proof of insurance to Show Management in advance, however, the Exhibitor is required to submit proof of insurance upon request.

Exhibitor is completely responsible for any labor that Exhibitor hires with respect to the Show.

7. Rules Governing Exhibition

Show Management reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable, or otherwise detract from or are out of keeping with the character of the Show as a whole. Exhibitors agree to abide by the "Rules Governing Exhibition" and any additional rules provided by Show Management and any subsequent amendments thereto, provided that such amendments do not materially increase Exhibitor's obligations or materially alter Exhibitor's rights hereunder. Show Management shall have sole authority to interpret and enforce the rules. Exhibitor must also follow all Facility rules and any applicable labor guidelines, and abide by any and all agreements between Show Management and the Facility.

Show Management will furnish all in-line or linear booths with a 8' high back drape and 36" high side dividers. Split island booths will be set with 8' high back drape along the back of the booths. Peninsula booths will be set with 8' high back drape along the center 6' of the booth, dropping to 36" high side dividers on each side. All booths, except islands, will be provided with a 7" x 44" identification sign with Exhibitor's name and booth number at no charge. Exhibitor shall comply with state and local "health and safety" standards and applicable rules and regulations of fire authorities in the city and state in which the Show is held. Exhibitor is to surrender its Exhibit Space in the same condition it was provided at the time it was first occupied. Exhibitors are liable for any damage to floors, walls, columns, or other parts of the Facility and other property caused by Exhibitor or its Representatives, other than normal wear and tear, as reasonably determined by Show Management.

The distribution of any material or literature is restricted to exhibitor's Exhibit Space.

8. Intellectual Property

Show Management hereby grants to the Exhibitor a limited, revocable, non-exclusive, nontransferable license without the right to sublicense to use the trademarks set forth below (hereinafter individually and collectively referred to as the "Show Management Exhibitor Marks") in connection with the Exhibitor's Exhibit Space at the Show. Exhibitor may use the Show Management Exhibitor Marks to advertise and promote itself as an Exhibitor at the Show from the date of the Exhibitor's Confirmation Letter through the last day of the Show. For quality control purposes, all uses by the Exhibitor of the Show Management Exhibitor Marks shall be subject to the prior written approval of Show Management, and shall be consistent with any guidelines established by Show Management regarding third-party use of its trademarks.

Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in its exhibits and Exhibit Space. Exhibitor will be permitted to play, broadcast, or perform music or display any other copyrighted material, such as photographs or other artistic works, without first presenting to Show Management satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material.

Show Management condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Show, Show Management does not involve itself in Exhibitor disputes or provide legal advice. Exhibitor agrees not to sue or threaten to sue Show Management for contributory infringement or any other theory that Show Management is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party. Exhibitor warrants that it is the owner or licensee of all intellectual property used by Exhibitor at the Show or in promotion thereof.

9. Force Majeure

In the event that the Facility should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of Show Management or its Representatives, the Show may be canceled or moved to another appropriate location, at the sole discretion of Show Management. Show Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising directly or indirectly by virtue of a cause or causes not reasonably within its control. Causes for such action beyond the control of Show Management shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, orders or regulation, act of a public enemy, terrorism or the threat thereof, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Facility, municipal, state or federal laws, or acts of God (a "Force Majeure Event"). Should Show Management terminate this Contract pursuant to the provisions of this Section, the Exhibitor waives any and all claims for damage arising therefrom. Refunds in the event of such termination shall be made to the Exhibitor in the amount of the exhibit fee charged to the Exhibitor less prorated adjustments based on Show Management costs incurred from staging and/or relocating the Show.

10. Cancellation by Show Management

Exhibitor's space may be canceled by Show Management for failure to make payments when due under Section 3, as applicable. In the event that Exhibit space is canceled by Show Management pursuant to this Section, all prior payments on account will not be returned and Show Management may lease such Exhibit Space to another exhibitor at its discretion.

11. Display Construction

All exhibitors are expected to comply with Exhibit Space construction display rules and all Facility and labor rules and regulations outlined in the exhibitor's manual. It is the Exhibitors' responsibility to supply these rules and regulations to their Representatives.

12. Promotional Listings

Show Management reserves the exclusive right to make listing information available in hard copy or electronically. Show Management is not responsible for any listing errors or omissions. Exhibitors requesting multiple listings may be subject to additional fees.

13. Americans with Disabilities Act (ADA)

Exhibitors must be in full compliance of the Americans with Disabilities Act.

14. Promotion of Products and Services Not Manufactured or Distributed by Exhibitor and Intellectual Property Rights

Exhibitor shall not exhibit, offer for sale, give as a premium, or provide advertising or literature about articles or services not manufactured or distributed in its own name or an affiliated company, except where such articles or services are required, as determined by Show Management, for the proper demonstration or operation of Exhibitor's displays, in which case identification of such articles or services shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on the articles or in connection with the services without the permission and documentation from Show Management. Exhibitor shall not permit persons other than its own representatives, representatives of Show Management, or officially designated labor or service sources, to use its Exhibit Space for any purpose without the permission and documentation from Show Management. Exhibitor affirms that it has the legal authority

for its use of any intellectual property associated with any product or material that it will display, offer, or otherwise use at the Show and it will not knowingly infringe the intellectual property rights of another party. Inclusion of any exhibitor at the Show is not intended to reflect an endorsement by Show Management of any products, services or views offered by the Exhibitor, and Exhibitor agrees to make no representation suggesting otherwise.

15. Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations, may be used in any Exhibit Space.

16. Noises and Odors

Noisy or obstructive work will not be permitted during open hours of the Show, nor will noisily operating displays, nor exhibits producing objectionable odors. Show Management shall have sole discretion in determining what is noisy, obstructive or objectionable.

17. Obstruction of Aisles or Exhibit Spaces

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for any periods specified by Show Management.

18. Attendance

Admission policies shall remain, at all times, the prerogative of Show Management and may be revised or amended to suit unforeseen conditions.

19. Booth Personnel-Registration and Code of Conduct

Exhibitor's Representatives shall wear badge identification furnished by Show Management at all times while they are in the Facility. Show Management reserves the right to restrict or limit the number of Exhibitor's Representatives in the Exhibitor's Exhibit Space. All exhibits must have Exhibitor's Representatives present during Show hours. Exhibitor and its representatives will be held by Show Management to the highest standards of personal and professional conduct. Exhibitor and its Representatives agree not to disturb the activities of other exhibitors' Representatives, disturb or harass other Exhibitors or Show attendees, precipitate the intervention of Facility security or public law enforcement, or in any other way disrupt the smooth operation of the Show. Show Management reserves the right to determine in its sole judgment if Exhibitor and/or its Representative have violated the standards of conduct, and to take whatever action Show Management deems necessary to protect the safety of Show attendees and the public, up to and including immediate termination of the Exhibitor's Show privileges, expulsion from the Facility, and barring of the Exhibitor from future Shows.

20. Electrical Safety

All wiring on booths or display fixtures must meet applicable rules and standard fire department inspection requirements.

21. Right to Remove Exhibitor's Property

Show Management reserves the right to remove from the Facility any or all of the property of the Exhibitor should the Show be canceled or relocated or should the exhibitor violate any of the conditions of this Contract. This right may be exercised without prior notice or hearing. Any costs of such removal shall be at Exhibitor's sole expense.

22. Assignment by Show Management

Show Management reserves the right, in its sole discretion, to assign this Contract and the rights of Show Management hereunder, to any affiliate or other party of its choosing, without permission from or notice to the Exhibitor; provided that any such assignee shall be required to produce the Show in substantially the same manner as contemplated by this Contract and such assignee shall be bound by the terms of this Contract.

23. Waiver of Rights

Any rights of Show Management under this Contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of Show Management.

24. Agreement to Terms

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing terms and conditions and those provided and contained in the Contract, and by any amendments and additional rules that may be put into effect by Show Management.