

massPLASTICS 2011 – March 15 & 16
BOOTH APPLICATION & CONTRACT

APPLICATION and CONTRACT for exhibit space at massplastics 2011 managed by the North Central Massachusetts Chamber of Commerce (The "Chamber"), held March 15 & 16, 2011. Complete and return contract to massplastics – 860 South Street, Fitchburg, MA 01420, OR VIA FAX (978) 353-4896. **PLEASE PRINT OR TYPE.**

Company Name _____ Division _____

Address _____

City _____ State _____ Zip _____

Company Representative to Receive Correspondence _____

Phone _____ Fax _____ E-mail _____

Website _____ Business Classification _____

PREFERRED BOOTH LOCATION(S): Show management will make its best effort to place exhibitors in their desired location.
1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____

SPACE RENTAL:

Booths are 9'x10' (10 ft. wide x 9ft. deep) include 8' high back wall and 3' high side rails, 2 chairs, identification sign, general cleaning, security service, complimentary customer invitations, exhibitor manual and a free listing in the Official Show Directory (alphabetized and by product). Booth furnishings, material handling, electricity, water and compressed air are available at additional charges.

EXHIBITOR BOOTH RENTAL FEE & PAYMENT SCHEDULE:

Cost of booth inside the main hall is \$1850.

of booths _____ x \$1850 = _____

A minimum deposit of 50% of the total rental fee is required within 30 days of show management's receipt of this application. The balance is due in full no later than January 1, 2011. **If the balance is not received by January 1, 2011, the booth(s) will then become available on a first-come first-served basis.** (See cancellation policy on reverse side of contract.)

PLEASE NOTE: Exhibitor manuals will be available approximately 12 weeks prior to the show to the exhibitors who have paid in full. Thereafter, as soon as final payment is received, the exhibitor manual will be sent. Early-order discount deadlines offered in the manual may be missed if payment is not received on time.

- Payment Enclosed: _____ Please make checks payable to massplastics
 Please bill my credit car for the amount indicated 50% deposit _____ 100% payment _____
 Visa MasterCard AMEX

Credit Card Account # _____ Expiration Date _____

Name as it appears on the card _____ Signature _____

TERMS AND CONDITIONS:

We, the undersigned, understand that this application will become a binding contract upon acceptance by massplastics and is subject to the terms, conditions, rules and regulations which hereto constitute a part of, or are included in this application/contract (see reverse).

Applicant's Signature _____ Title _____ Date _____

For Show Management Use: _____
Confirmed Booth Number(s) Total Rental Accepted for MP by Date

massPLASTICS 2011 – BASIC TERMS AND CONDITIONS

CONTRACT This application, properly executed by applicant (exhibitor) shall upon written acceptance by the Chamber constitute a valid and binding contract. The Chamber reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition.

USE OF SPACE The Chamber reserves the right to decline, prohibit or expel any exhibit which, in its judgment, is out of keeping with the character of the exhibition; this reservation being all inclusive as to person(s), things, printed matter, product, conduct, sound level, etc. No display, nor its contents, may exceed a height of 8' nor may the side walls be higher than 3' within a distance halfway between the back wall and aisle, except with the specific permission of show management. Further, the Chamber reserves the right to make changes in booth assignments that may be deemed necessary for the overall success of the exhibition.

Distribution of advertising material and exhibitor solicitations of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the exhibitor's booth and no part of the exhibit or product may extend into the aisle. No exhibitor shall arrange his exhibit as to obscure or prejudice adjacent exhibitors in the opinion of the show management. No exhibitor shall assign or sublet any part of his assigned space without the consent of show management in writing, unless prior written authorization is granted. Any space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of show management. Deposits will be forfeited unless special arrangements have been approved by show management. Exhibitors agree to keep their exhibit open and staffed at all appropriate times during the show hours.

CANCELLATION/REFUND POLICY Refunds will only be made if the exhibitor notifies MASSPLASTICS in writing of his withdrawal from the show. Exhibitors canceling up to one month prior to the event forfeit 50% of the total rental. There is no refund after this time.

It is agreed that if the exhibitor fails to comply in any respect with the terms of the agreement, then the Chamber shall have the right, without notice to the exhibitor, to sell, or offer for sale, the exhibit space covered by this contract, said exhibitor to be liable for any deficiency, loss or damage suffered by the exhibition by reason of the premises stated, which loss or damage the exhibitor agrees to pay the exhibition upon demand together with reasonable expenses and costs incurred by reason hereof.

The Chamber will not be liable for the fulfillment of this contract as the delivery of the exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged by

fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponements or cancelation of the trade show, or for any cause beyond its control. It will, however, in the event of any of the above named reasons, reimburse the exhibitor any amount paid, less the reasonable costs and expenses incurred by the Chamber in producing the exhibition.

INSURANCE Exhibitors must carry workers' compensation, comprehensive general liability including products and completed operations, independent contractors, personal injury and blanket contractual liability. These coverages must be evidenced by a Certificate of Insurance with a ten-day notice of cancellation provision to the holder and supplied to and naming the Chamber as additional insured at least ten days before the exhibition date. Exhibitors agree to carry insurance to cover loss of or damage to their exhibits or other personal property while such property is located at or is in transit to or from the exhibition site. While the show provides security guards, this is solely as an accommodation to exhibitors and the Chamber assumes no responsibility for any loss, damage or injury to any property of the exhibitor or any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. The exhibitor expressly agrees to defend, save and hold harmless the Chamber, its management, agents and employees from all claims, liabilities and losses for injuries to persons (including death) or damage to property arising in connection with the exhibitors use of the exhibit space, except such losses as may be the result of the sole negligence of the Chamber.

PROTECTION OF FACILITIES Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done in designated areas and in conformity with directions of the Chamber exhibit hall management.

MISCELLANEOUS This agreement contains the entire understanding of the parties and merges all prior negotiations, understanding and discussions and may be amended only by a writing signed by duly authorized representatives of both parties. This is a Massachusetts contract and shall be governed by the laws of Massachusetts and whose courts shall be exclusive jurisdiction over the matters arising hereunder. The unenforceability of any term or condition hereunder shall not affect the enforceability of the remaining terms and conditions. No representations or warranties have been made, given or relied upon by either party to this agreement. Any notice permitted or required hereunder shall be deemed given when sent by first class mail, postage or prepaid, certified to the parties at the addresses previously set forth. Time is of the essence hereof.