



May 5-8, 2010

Peppermill Casino and Resort – Reno, NV

BOOTH SPACE AGREEMENT AND CONTRACT

AGREEMENT made between: (EXHIBITOR) RPA Member YES NO Phone: _____

Tradeshow Contact: _____ Fax: _____

Company Name: _____ Email: _____

Address: _____

Product Description: _____

Website for Virtual Tradeshow: _____

and the **RADIANT PANEL ASSOCIATION**

1. **EXHIBITOR** agrees to prepare an exhibit of products or services as approved by MANAGEMENT for display in the RADIANT EXPOSITION (**BUILDING RADIANT**) at the Peppermill Casino and Resort, Reno, NV, May 5-8, 2010.
2. **EXHIBITOR** will need total of _____ (10' x 10') booths. Exhibit space will be assigned in the order that Space Agreement Form/Contracts along with nonrefundable deposits are received, and are predicated on amount of space required and booth configuration. RPA will attempt to accommodate Exhibitor's request for placement, however RPA reserves the right to relocate exhibitor(s) should it become necessary for causes beyond the control of RPA, or advisable in the best judgement of RPA. RPA will make all final decisions as to assignment and location of booth(s).
3. **EXHIBITOR** may list three choices of booth(s) location in order of priority. RPA will attempt to place the Exhibitor in the booth of choice whenever possible.
Booth Preferences: 1. _____ 2. _____ 3. _____
4. **THE COST** of each booth is \$18/sq ft for RPA Members or \$23 /sq ft for nonmembers; this includes two Exhibitor admission badges to **BUILDING RADIANT**, and two **BUILDING RADIANT** Full-Conference Badges. Booth package includes company identification sign, back drape, draped side rails, and listing in the **BUILDING RADIANT**-On-line (Virtual Trade Show). Cost for the above requested space is \$ _____ (U.S. Funds, drawn on a U.S. Bank).

**Early Bird Discount:*

- 15% discount on the vendors membership renewal when a signed contract and full payment for both dues and booth is received by February 1, 2010.

- \$100.00 discount plus a banner ad on the RPA's Homepage when full payment is received by January 1, 2010. (Ad artwork is vendor supplied)

5. **A NONREFUNDABLE DEPOSIT** of \$500 per 10'x10' booth is required with this contract to hold exhibit space. The balance for the cost of the exhibit space is due March 1, 2010. Failure to pay balance due by March 1, 2010 will constitute cause for RPA's cancellation of exhibit space previously reserved. Any contract submitted after March 1, 2010 must be accompanied by full payment. Refunds on space cancellations before March 1, 2010 shall be paid by RPA in the total amount paid exceeding the nonrefundable deposit. No refunds on exhibit space cancellation requests will be made after March 1, 2010. All reservations and cancellations must be made in writing.

IN MAKING THIS APPLICATION, EXHIBITOR AGREES TO THE PROVISIONS SET FORTH IN THE RULES AND REGULATIONS OF THIS AGREEMENT AND CONTRACT, WHICH ARE AN INTEGRAL PART OF THIS APPLICATION AND CONTRACT, AND ARE INCORPORATED HEREIN BY REFERENCE, AND WITH THE RULES AND REGULATIONS IN THE EXHIBITOR'S MANUAL. EXHIBITOR ACKNOWLEDGES THAT RPA RESERVES THE RIGHT TO REJECT ANY APPLICATION AT THEIR SOLE DESCRETION.

<p>Payment Method</p> <p>Booth Cost \$ _____ x # Booths _____ \$ _____</p> <p>Early Bird Discount if paid prior to 1/1/2010 (\$100) \$ _____</p> <p>Enclosed please find a check remittance of \$ _____</p> <p>Bill my: VISA MasterCard Amer Ex</p> <p> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Card #: _____ Exp: _____</p>	<p><i>I have read and agree to be bound by the Rules and Regulations of this Booth Space Agreement and Contract.</i></p> <p>Signed by: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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RULES AND REGULATIONS

1. Contracts for Space. The application for exhibit space, the formal notice of space assignment by RPA, these Rules and Regulations and any subsequent rules and regulations adopted by RPA with regard to RPA's Conference and Trade Show constitute a contract for the right to exhibit at **BUILDING RADIANT** & RPA's Conference. All matters regarding these Rules and Regulations and Exhibitor's compliance therewith shall be determined by RPA in its sole and absolute discretion.

2. Payment for Space All monies paid shall be retained by the RPA in the event Exhibitor fails to fulfill or violates contract or withdraws from

BUILDING RADIANT or the RPA Conference after March 1, 2010. Booth package includes company identification sign, back drape, drape side rails, two Exhibitor admission badges to **BUILDING RADIANT**, and two **BUILDING RADIANT** Full-Conference Badges per 10' x 10' booth.

3. Display Restrictions. Restricted to 10' back height and 10' side height, which cannot extend out more than 3.5' from the back. The remaining 6.5' side wall may not exceed 3' height without permission from the RPA 30 days prior to event. Exhibits may not project beyond the space allotted or interfere with traffic or block the view of other exhibit booths from any side. Exhibits

may not extend past the booth perimeter into any aisle, or exceed the stated height requirements. RPA reserves the right without recourse to prohibit any portion of any exhibit, which, in its opinion, is not suitable, or in keeping with the character of **BUILDING RADIANT** tradeshow floor layout.

4. General Restrictions.

- (a.) Exhibitor shall not in any manner indicate that an RPA endorsement or approval of Exhibitor's product(s) or service(s) has been given by RPA merely because RPA has allowed such product(s) or service(s) or literature to be displayed at **BUILDING RADIANT & RPA's Conference**
- (b) Tacking, posting, taping or nailing signs, banners, etc. to any permanent walls or woodwork will not be permitted. Any damage to the Exhibit Hall/Convention Center by Exhibitor, their employees or agents shall be paid for by the Exhibitor causing such damage.
- (c) No visual or audio recording or transmission of **BUILDING RADIANT** or RPA's Conference may be made by or on behalf of Exhibitor without the prior written consent of RPA and the Peppermill Casino and Resort (hereinafter referred to as the "Conference Center").
- (d) No Exhibitor shall assign, sublet or apportion the whole or any portions of booth allotted, nor exhibit therein any literature or display other than that produced or distributed by the Exhibitor in the regular course of his/her business.
- (e) Firms and representatives of firms' not assigned exhibit space are prohibited from soliciting business in any form in the exhibition area. Violators will promptly be ejected from the show.
- (f) Admission to **BUILDING RADIANT & the RPA Conference** will be by registration badges only and all exhibitor personnel must wear registration badges in the exhibit hall. Also, all exhibitor personnel must abide by established registration fees and/or policy requirements of the RPA Conference and **BUILDING RADIANT**.
- (g) The use of any public area outside of the exhibit area for the display of products and/or services or demonstrations or the distribution of circulars, samples or other material is prohibited.
- (h) No loudspeakers, phonographs, sound movies, megaphones or other video or audio

devices that interfere with adjoining exhibitors will be permitted in the exhibit area.

(i) Exhibitor shall not use or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner, which constitutes waste or nuisance; which causes injury to the Conference Center.

5. Liability. Exhibitor hereby assumes responsibility for and agrees to indemnify, save and hold harmless, RPA, the Conference Center, and their managers, officers, directors, members, sponsors, employees, agents, successors and assigns from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with Exhibitor's participation in **BUILDING RADIANT & the RPA Conference**, except Exhibitor is not responsible to an indemnitee for the indemnitee's gross negligence or willful misconduct. Exhibitor understands that neither RPA nor the Conference Center maintain insurance covering Exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

6. Insurance. All property of Exhibitor is understood to remain under its custody and control in transit to and from and within the confines of the exhibit area and Exhibitor shall maintain insurance covering Exhibitor's property. Exhibitor shall furnish appropriate certificates of insurance to official **BUILDING RADIANT** decorator.

7. Promotional Materials. Distribution of promotional gummed stickers or labels is strictly prohibited. Distribution of samples and souvenirs is permitted provided : (a) There is no interference with adjoining Exhibitors. (b) It is conducted in a dignified and respectful manner.

8. Exhibit Hours. The following have been designated as 2010 Trade Show **BUILDING RADIANT** hours: Thursday, May 6, 1:30-5:00 PM and Friday, May 7 1:30- 5:00 PM. Note: Hours may be changed at any time at the discretion of Radiant Panel Association.

9. Music. Exhibitors shall not perform any music during **BUILDING RADIANT** or the RPA Conference and shall indemnify and hold harmless RPA, its officers, directors, employees, members and agents from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees) resulting from or arising out of Exhibitor's performance of music during the Conference & Trade Show.

10. Set Up/Removal. Exhibitors will have access to the exhibit area from 8 AM to 5 PM Wednesday, May 5, for the purpose of booth setup and bringing display material and literature to their booth(s). Tear down will be Friday, May 7, from 5 PM to 11PM ONLY. No booth removal will be permitted prior to 5PM. RPA shall not be responsible for materials left after that time. Any and all materials left in exhibit booths thereafter will be disposed of by RPA show decorators at Exhibitor's expense.

11. Meetings. No Exhibitor shall hold any meetings or events that conflict with any **BUILDING RADIANT**, RPA Conference or conference related RPA scheduled events during show/conference May 5-8, 2010 without prior approval from RPA

12. Americans with Disabilities Act. Exhibitor agrees to comply with all applicable provisions of the Americans with Disabilities Act ("ADA") and shall indemnify and hold harmless RPA, their officers, directors, members, employees and agents from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees) resulting from or arising out of exhibitor's failure to comply with the provisions of the RPA and allegations of exhibitors failure to comply with provisions of the ADA.

13. Exhibitor Information. RPA may use the information supplied by an Exhibitor on Exhibitor's Application/Contract as part of RPA's marketing, advertising and other information materials.

14. Force Majeure. In the event the Conference Center or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as a result of wind, fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, terrorist acts, strike, lockout, labor dispute, riot or any other cause or agency over which RPA has no control, or should RPA decide that because of any such cause it is necessary to cancel, postpone, or resite the Conference & Trade Show or reduce the exhibit time, RPA shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

15. Amendments. Any and all matters not specifically covered by the preceding rules and regulations, and the policies and requirements set forth in the Booth Space Agreement & Contract and invoice notice shall be determined by RPA in its sole discretion. RPA shall have the full power to interpret, amend, and enforce these rules and regulations, provided any amendments,

when made, are brought to the notice of the Exhibitor. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

16. Default. If this contract is breached by Exhibitor, Exhibitor will not be permitted to exhibit and will be subject to eviction without refund. No waiver of any breach of these rules shall be held to be a waiver of any subsequent breach.

17. Laws Applicable. This contract shall be governed by the laws of the State of New York.

18. Communications. Any notices, questions or communication regarding this contract and the Radiant Exposition (**BUILDING RADIANT**) or RPA's Conference should be directed to:

Radiant Panel Association
PO Box 2519
Liverpool, NY 13089

Phone: (970) 613-0100
Fax (970) 613-0098

www.radiantpanelassociation.org