



# Exhibit Space Contract

ARE YOU A FIRST-TIME EXHIBITOR? YES\_\_\_ NO\_\_\_

School Nutrition Association 63rd Annual National Conference  
Mandalay Bay Convention Center ■ June 30 - July 2, 2009

Exhibit Operations, SNA, P.O. Box 791004, Baltimore, MD 21279-1004  
(800) 877-8822; (703) 739-3900, ext. 140; Fax: (703) 739-3915

Website: www.schoolnutrition.org; E-mail: exhibits@schoolnutrition.org

Return signed contract along with check to:

1. **INFORMATION FOR SHOW PROGRAM:** (please print)  
Complete Company Name (Firm name will be listed exactly as shown on all SNA publications.)

Company Street Address: \_\_\_\_\_

Company City, State, ZIP: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ (800) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Company Web site: \_\_\_\_\_

Correspondence Should Be Sent To—Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. **PREFERRED LOCATIONS:** (based on single 10x10)  Produce Row  Dairy Way

**ON/BEFORE 9/30/08**

**AFTER 9/30/08**

CORPORATE MEMBER RATES:  \$2,200 inline  \$2,400 corner  \$2,410 inline  \$2,630 corner

NON-MEMBER RATES:  \$2,900 inline  \$3,100 corner  \$3,180 inline  \$3,400 corner

If preferred location and/or booth type is not available, a comparable booth will be assigned. Please view the most current floor plan on the Website before making this decision.

1st choice \_\_\_\_\_ \$ \_\_\_\_\_ 3rd choice \_\_\_\_\_ \$ \_\_\_\_\_

2nd choice \_\_\_\_\_ \$ \_\_\_\_\_ 4th choice \_\_\_\_\_ \$ \_\_\_\_\_

3. **PAYMENT:**  Check enclosed  MC  VISA  AMEX  Total Amt. \$ \_\_\_\_\_ (credit card will not be charged without this.)

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_ (please print) Authorized Signature: \_\_\_\_\_

4. **DESCRIPTION OF WHAT YOU WILL EXHIBIT** (This information will appear in the official show program. Copy will be edited at SNA's discretion. **No more than 25 words will be printed.** Prospective exhibitors expressly agree that articles and material exhibited in the show shall be confined to what is described on the website, and that the Association shall have the right to exclude from the exhibit space, booth and floor of the Exhibit Hall any article or product not specifically and clearly stated. The prospective exhibitor is asked to make a full statement of the nature of proposed exhibit, listing materials or products.) Visit www.schoolnutrition.org. All descriptions must be submitted by **February 27, 2009**. Exhibitors will receive an e-mail/fax notification when the site goes live. This site will go live in August. **Please do not attach copy to this contract.** SNA will also print your companies Product Categories in the official *ANC Program Guide*. Visit www.schoolnutrition.org/meetingsandevents/anc2009/programlisting.asp to submit a full description. If your company wishes to list separate division descriptions and contact information in the *ANC Program Guide*, a \$150 fee per description will apply.

5. **BOOTH SIGN-UP PROCEDURE:**

**A. PAYMENT POLICY:** Contracts must be accompanied by a partial payment equal to 50% of the total rent for each booth requested. All payments are non-refundable, except as specifically set forth in Section 6 B below. Full payment for all booths is required by **December 1, 2008**. If full payment is not received by **December 1, 2008**, the Association shall have the right to cancel the booth reservation and retain all payments made or owed as liquidated damages; booth space may be reassigned to another exhibitor at the option of the Association without refund of payments. Contracts received after **December 1, 2008** must be accompanied by nonrefundable full payment.

**B. CANCELLATIONS:** All cancellations or reductions must be submitted in writing to Exhibit Operations. If and only if notice of cancellation or reduction is received prior to **December 31, 2008**, a refund limited to 75% of the total cost of the booth will be issued. **Please note that after December 31, 2008, NO REFUNDS WILL BE ISSUED UNDER ANY CIRCUMSTANCES on booth space that is cancelled or reduced for any reason.** The Association will be entitled to all monies paid and owed as liquidated damages. Any space not occupied by the opening of the conference may be reassigned by the Association without obligation to make any reduction or refund whatsoever. Booth space reductions are considered cancellations.

**C. MEMBERSHIP AND OTHER FEES DUE.** Any payments, rent, dues or membership fees owed to the Association must be paid in full prior to the show dates. Any exhibiting firm with outstanding booth rent, payment or membership fees owed to the Association will not be permitted onto the trade show floor. Exhibitors will not be permitted to set up their booth until full payment has been received.

6. **USE OF SPACE, SUBLETTING OF SPACE:** No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from SNA. 10x10 space can never be occupied by more than one company. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.

**RULES & REGULATIONS:**

It is understood that this document will become a binding Contract upon acceptance by SNA, and incorporated into this contract are the terms, conditions, rules and regulations contained herein. **Please retain the a copy of this contract for your records. Please note: Your signature is acceptance of the Rules & Regulations, as indicated on the back of this contract as well as within the Prospectus. The Application will be returned to you if not properly signed and space will not be assigned until the contract is executed properly and/or the appropriate payment is received.**

\_\_\_\_\_  
Authorized Applicant Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
SNA Representative Signature

\_\_\_\_\_  
Date

**PLEASE RETAIN A COPY OF THIS EXHIBIT SPACE CONTRACT FOR YOUR RECORDS.**

**OFFICE USE ONLY**

Date: \_\_\_\_\_ Booth Assigned: \_\_\_\_\_ Booth Size: \_\_\_\_\_ Inl \_\_\_\_\_ Cmr \_\_\_\_\_  Isl  
 Patron  CSU  NM Total Booth cost: \_\_\_\_\_

**ASSOCIATION**

The word "Association" means the School Nutrition Association, its officers, director, committees, agents or employees acting for it in the management of the Exhibition.

**EXHIBIT CONTRACT AND POLICIES**

The policies stated here, and in the Rules & Regulations in the Exhibitor Prospectus, constitute a bona fide part of the contract for exhibit space. The Association and the Industry Relations Department reserve the right to render all interpretations and decisions, should any questions arise, and to establish further regulations as may be deemed necessary to the general success and well being of the Exhibition. All matters and questions not covered in these policies are subject to the final judgment and decision of the Association and the Industry Relations Department.

**BOOTH ASSIGNMENT**

Current exhibitors are given the first opportunity to reserve space for the following year at the current show. Booths will be assigned to those companies according to the established priority point system. All contracts received thereafter will be date stamped and assigned on a first-come, first-served basis. The Association reserves the right to use its sole discretion in reassigning space in cases where competitive products have exhibits adjacent to each other or other situation where reassignments are deemed necessary.

**CONTRACT ACCEPTANCE**

The Association reserves the right to exercise its sole discretion in acceptance or refusal of applications. If an application is not accepted by the Association, all money paid will be returned to the applicant.

**BOOTH CONSTRUCTION AND ARRANGEMENT**

The Association will provide and arrange for construction of necessary draped backgrounds of uniform style. Drapery is flame-proofed fabric. Unfinished or unsightly ends of exhibits must be draped by the service contractor at the expense of the exhibitor. All exhibits must be confined to the limits of their respective booths as indicated on the floor plan. Back wall of booth is 8 feet high; side dividers are 3 feet high. No special signs, booth construction, apparatus, equipment, lighting fixtures, etc., will be permitted to extend above 8 feet with the exception of island or perimeter spaces where height limitation is 20 feet unless otherwise noted due to center restrictions, however, cubic content of these booths must be approved in advance by the Exhibits Manager. Materials up to 8 feet in height may be placed within 5 feet from the back wall. Exhibit material must not be set up so as to interfere with the view into adjoining booths. All material must conform to local building, electrical and fire department codes and regulations.

**STORAGE BEHIND BOOTH**

Because of fire regulations, NO STORAGE will be allowed behind booths. If any exhibitor has special problems in this area, please advise the official service contractor during set-up.

**CANVASSING AND OTHER ACTIVITIES**

No person, firm or organization not having contracted with the Association for the occupancy of space in the Exhibition will be permitted to display or demonstrate its products, processes or services, or distribute promotional materials in the Exhibit Hall, convention halls or corridors or in hospitality suites. Any infringements of this rule will result in the prompt removal of the offending persons from the Hall, and exhibitors waive any and all rights for claims against the Association arising out of the enforcement of this rule. Circulars or other promotional material may be distributed only from the exhibitor's booth space. The Association reserves the right to reject, cancel, remove or restrict exhibitors who, because of noise or any other reason shall interfere with the best interests of the Exhibition as a whole.

**ASCAP/BMI**

It is the sole responsibility of the exhibiting company to pay all ASCAP (American Society of Composing Authors and Publishers) and/or BMI (Broadcast Music Incorporated) fees and expenses if music is played (either taped or live) in the exhibit booth or at any exhibitor-sponsored function or hospitality event.

**SECURITY**

Twenty-four hour security will be provided by the Association throughout the entire Exhibit, including set-up and tear-down days at the entrances to the Exhibit Hall and Freight Doors. Any theft is to be reported to show management immediately and a theft report must be completed. Security also will be available in the aisles during clean-up each day. Exhibitors must provide adequate insurance in their own insurance policies for theft. Individual booth security is available at an additional fee to exhibitors.

**INDEMNIFICATION BY EXHIBITOR**

Neither the Association, the management of the Association nor the operator of the Mandalay Bay Convention Center premises, in the state of Nevada, its agents or employees shall be held liable for injuries to any persons or for damage to property owned or controlled by the exhibitor, which claims for damages or injuries may be incident to, arise from or be in any way connected with the exhibitor's occupation of display space, or on account of the neglect by exhibitor of any rule, regulations or instruction of the Association; or any rule, regulation or instruction of the premises; or on account of violation of any law, ordinance or governmental regulation of any kind. The exhibitor shall indemnify and hold the Association, the management of the Association and the operators of the premise harmless against all such claims.

**LIABILITY**

It is agreed that the exhibitor shall make no claim of any kind against the Association, operator of the Mandalay Bay Convention Center premises, in the state of Nevada, its agents or employees, or against any of the Association's agents or employees for any loss, damage, theft or destruction of goods; nor for any injury that may occur to itself or its employees while in the Exhibit Hall; nor for any damage of any nature or character whatsoever, and without limiting the foregoing, including any damage to its business by reason of the failure to provide space for an exhibit or removal of the exhibit, or for any action of the Association or its participants, agents or employees in relation to the exhibit or exhibitor, and the exhibitor shall be solely responsible to its own agents and employees and to all third persons, including invitees and the public for all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the custody, possession, operation, maintenance or control of the leased space or exhibit, for negligence or otherwise relating thereto; and exhibitor thereby agrees to indemnify and hold harmless the Association and its agents and employees and the operator of the premises against any and all such claims as may be asserted against it or them.

**INSURANCE**

Exhibitors must carry Workers' Compensation in accordance with Nevada Law covering their employees. Employer's Liability-\$1,000,000.00 for each occurrence. Commercial General Liability-\$1,000,000.00 for each occurrence including products and completed operations, independent contractors, personal injury and blanket contractual liability. Comprehensive Auto Liability-\$1,000,000.00 for each occurrence and Aggregate-\$2,000,00.00. These coverages must be evidenced by a Certificate of Insurance with a 60-day notice of cancellation provision to the holder, which shall be at the exhibit booth at all times during show hours. A copy of the Certificate of Insurance must be sent to the SNA Exhibit Operation at least 90 days prior to the show and must be on file with show management before an exhibitor may take possession of the assigned booth space. It is strongly recommended that exhibitors also 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 Exhibition provides security guards, this is solely as an accommodation to exhibitors, and the Association assumes no responsibility for any loss, damage or injury to any property of the exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. The exhibitor expressly agrees to save and hold harmless the Association, its management, agents and employees from any and all claims, liabilities and losses for injuries to persons (including death) or damage to property arising in connection with exhibitor's use of the exhibit space.

**CONFERENCE POSTPONEMENT OR CANCELLATIONS**

The Association, in its discretion, shall have the right to postpone or cancel the conference and exhibit and shall be liable in no way to the exhibitor for losses resulting from such delay or cancellation. The Association will not be liable for the fulfillment of this contract as to the delivery of exhibit space if nondelivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, terrorism or insurrections, strikes, the authority of the law, postponement or cancellation of the Exhibition, or for any cause beyond their control. It will, however, in the event of its not being able to hold an exhibit for any of the above named reasons, reimburse exhibitor on a prorated basis on any amount paid, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.

**SPONSORSHIP/PURPOSE**

The purpose of the Exhibit is to complement the professional meetings and program sessions by informing and educating the Association's membership on the latest developments in equipment, products, supplies and services.

**ELIGIBILITY**

The exhibit area is open to exhibitors whose products or services are directly related to the school nutrition industry in the United States. The Association reserves the right to reject applications for exhibit space of those exhibitors whose product or service does not meet this criterion or which otherwise fails to meet the criteria of the Association regarding school nutrition programs and policies.

**ASSIGNMENT OF SPACE**

Booth space will be assigned by the Association. The preferences given for booth space location are for guidance and are not guaranteed by the Association. Size and space required and any other special considerations such as water, drain, fire, smoke, crowd control, exits, ceiling height, etc. will also be factors in determining location. The Association reserves the right to restrict entrance into the Exhibit of any exhibitor that is deemed not in the best interests of the Association as a whole. No booth space is confirmed until the exhibitor receives written notification from the Association.

**VIOLATIONS**

Violation of any of the terms of this agreement or the Rules and Regulations on the parts of the exhibitor or its employees or agents shall, at the option of the Association, annul the right to occupy space, and such exhibitor shall forfeit to the Association all monies paid.

These rules and regulations are for the benefit of the Association and its members and convention attendees. Although the Association will make all reasonable efforts to enforce these regulations, the Association does not make and hereby expressly disclaims any warranty of quiet enjoyment and any liability to exhibitors resulting from misconduct or violations of these regulations by other exhibitors.