

# 2010 Application to Contract for Exhibit Space

ASLA Annual Meeting and EXPO \* EXPO September 11-12, 2010 \* Walter E. Washington Convention Center, Washington, DC

Please type or print:

Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip/Country \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
E-Mail \_\_\_\_\_ Website \_\_\_\_\_

Please complete, sign, and return this application with payment to:

**American Society of  
Landscape Architects**  
EXPO Sales  
636 Eye Street, NW  
Washington, DC 20001-3736  
(202) 216-2335  
(202) 478-2190 FAX

Billing information (if different from above)  
\_\_\_\_\_  
\_\_\_\_\_

**We hereby apply for exhibit space for our use at the ASLA EXPO. If our choices of space have been assigned, we request ASLA to assign best available space.**

REGULAR PRICE: (\$3,300 PER 10' x 10' BOOTH) \$ \_\_\_\_\_  
NUMBER OF BOOTHS: x \_\_\_\_\_  
TOTAL AMOUNT PAID: \$ \_\_\_\_\_

**We understand that this application becomes a contract when signed by our representative and accepted by ASLA. Payments for 2010 exhibit space may not be applied to subsequent EXPOS.**

If paying by credit card, please complete the following:

Credit Card type \_\_\_\_\_ Name on credit card \_\_\_\_\_  
Credit Card # \_\_\_\_\_ Exp date \_\_\_\_\_ Sec Code \_\_\_\_\_  
Booth # choices: \_\_\_\_\_ 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_  
\_\_\_\_\_ 6. \_\_\_\_\_ 7. \_\_\_\_\_ 8. \_\_\_\_\_ 9. \_\_\_\_\_ 10. \_\_\_\_\_

**We understand that invoices are payable within 30 days from invoice date. Late payments are subject to a 1 percent late fee per month beginning on the 31st day after the billing date, (12 percent per annum compounded monthly). If timely payments are not made, we agree to pay all collection agency fees and any other costs incurred in collecting the debt.**

## PAYMENT TERMS

**No space assignments will be made unless deposit payment is received with the Application to Contract for Exhibit Space.**

Fifty percent (50%) deposit must be submitted with the application before January 15, 2010. Submission of this application indicates agreement to pay 100 percent of the exhibit fee. The balance will be invoiced after January 15, 2010. Payment in full must be submitted with the application after January 15, 2010.

**ASLA reserves the right to cancel exhibit space if payment is past 60 days of the invoice date.**

## CANCELLATIONS

All booth cancellations must be received in writing. A non-refundable fee equal to 25% of the total booth cost will be forfeited for cancellation of space received in writing by January 15, 2010. After January 15, 2010, no refunds will be issued.

**We agree to comply with the exhibit regulations, instructions, and conditions as published in this application and in the official Exhibitor manual which will be forwarded at a later date, and with all conditions under which facilities at Walter E. Washington Convention Center, have been rented to ASLA.**

I have read and agree to the terms, conditions, and the rules governing exposition as contained on both pages of this application to contract.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*The individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract.*

A copy of the contract will be returned to you after it is accepted by ASLA and booth space has been assigned.

This agreement is considered a confidential communication between ASLA and the exhibitor. Please do not share this completed document with other parties.

## FOR ASLA USE ONLY:

Exhibit Space Assigned: \_\_\_\_\_ Date Received: \_\_\_\_\_  
By ASLA: \_\_\_\_\_ Date of Assignment: \_\_\_\_\_

# Rules Governing Exposition

## 1. CONTRACT FOR SPACE.

By submitting an application for exhibit space, the applicant releases ASLA, the Venue, and official show contractors from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this exhibit. Acceptance of an application does not imply endorsement by ASLA of the applicant's products, nor does rejection imply lack of merit of product or manufacturer. ASLA has sole right to determine eligibility of any company or product for inclusion in the trade show and retains the right to rescind the contract within 30 days of receipt if the exhibit is deemed to be contrary to the best interests of the show. ASLA has the right to move any Exhibitor's location in the exhibit hall for any reason.

This application for space constitutes a contract for the right to use the space.

## 2. EXHIBIT BOOTHS & SIZES.

Standard booth background and side rail drape and uniform two-line signs are provided without charge. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at its own expense and responsibility. Booth backgrounds are eight feet in height, and divider rails are three feet in height. In 10' X 10' booths, the area four (4) feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight (8) feet from the building floor. For larger booths, the height restriction is twelve (12) feet. Island configurations are limited to twenty (20) feet in height where ceilings permit. In any portion of the booth beyond four (4) feet from the rear background – with the exception of island booths, the height shall not exceed four (4) feet. ASLA may grant exceptions to these rules. However, exhibitor must obtain written permission from ASLA prior to the exposition. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited.

## 3. USE OF EXHIBIT SPACE.

No Exhibitor may sublet, assign, or apportion any part of the space allotted, or represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by ASLA. The purposes of the exhibit are to inform and educate ASLA members regarding characteristics and uses of the products.

Cash and carry sales are not permitted.

## 4. DISMANTLING.

Exhibits may not be dismantled before the close of the show. Exhibits must be removed by the Exhibitor from the premises no later than the time indicated in the official Exhibitor manual. The premises must be left broom clean by the Exhibitor. Exhibitor shall be liable for all storage and handling charges resulting from the failure to remove exhibit material from the exhibit hall prior to the conclusion of the dismantling period as specified by ASLA.

## 5. BOOTH REPRESENTATIVES.

Exhibitor's booth representatives shall be restricted to employees of the exhibiting companies who are actually working in the Exhibitor's booth. Booth representatives shall wear "EXHIBITOR" badge identification furnished by ASLA at all times. ASLA may limit the number of booth representatives at any time.

## 6. PROPER ATTIRE AND CONDUCT.

Exhibitor's representatives manner or appearance and dress must be such as not to offend even the most critical.

Any breach of this rule may result in Exhibitor being banned from the show.

Exhibitors operating sound motion picture equipment, record players, loudspeakers, or any other noise-creating devices shall do so only at a level which will not interfere with other Exhibitors or add unduly to general acoustic inconvenience, or ASLA may require discontinuance of their use. Should the wording on any sign or area in Exhibitor's booth be deemed by ASLA to be contrary in any way to the best interests of the trade show, Exhibitor shall make such changes as are requested by ASLA. All demonstrations of services or equipment, interviews, and other exhibit activities must be conducted so as not to infringe on the rights of other Exhibitors or offend visitors to the exhibit.

## 7. MUSIC LICENSING.

Exhibitors using music in their booth, either live or mechanical, must provide ASLA with a copy of the Exhibitors Licensing Agreement with ASCAP, BMI, or other such licensing organization.

Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold ASLA harmless from any action brought against ASLA by ASCAP, BMI, or other such licensing organization for the playing of such music.

## 8. REJECTED DISPLAYS.

Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules herein laid down. ASLA reserves the right to reject, eject, or prohibit any exhibit in whole or part, or Exhibitor or its representatives, with or without giving cause. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return of payment shall be made.

## 9. DAMAGE TO PROPERTY.

Exhibitor is liable for any damage caused by Exhibitor or its representatives to building floors, walls, or columns, or to the property of other Exhibitors. Exhibitor may not apply paint, lacquer, adhesive, or other coating to building columns or floors or to standard booth equipment.

## 10. FIRE AND SAFETY REGULATIONS.

Exhibitor agrees to accept full responsibility for compliance with federal, provincial, and municipal regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.

Exhibitor agrees to comply with all state and local fire and safety regulations.

Combustible or explosive materials and substances must be flame-proofed. Packing containers, excelsior, wrappings and similar materials must be removed from the exhibit area and must not be stored under tables or behind displays.

## 11. ALCOHOLIC BEVERAGES.

The use of alcoholic beverages in the Trade Show area by the Exhibitor is prohibited except by permission of ASLA.

## 12. ATTENDANCE.

ASLA shall have sole control over admission policies at all times.

## 13. EXHIBITOR'S ADMITTANCE DURING NON-SHOW HOURS.

Booth representatives will be permitted to enter the trade show two hours before the scheduled opening time each day of the show and will be permitted to remain in the exhibit hall up to thirty minutes after the closing hour each night, with the exception of the final night. Exhibitors having special problems that require additional time should check at the Show Office on the day before.

## 14. FAILURE TO HOLD TRADE SHOW.

Should any contingency prevent holding of the Trade Show, this lease shall terminate, and the Exhibitor waives any claim for damages or compensation, and neither party shall have any further obligation against the other, except that ASLA shall refund to the Exhibitor the amounts paid under the Agreement, less a pro rata share of ASLA's actual expenses incurred in connection with said trade show. Said pro rata share of ASLA's actual expenses is to be determined on the basis of the number of square feet of floor space assigned to the Exhibitor in relation to the number of square feet of floor space assigned to all other Exhibitors at the trade show under similar contracts with ASLA.

## 15. EXHIBITOR REPRESENTATIVE'S RESPONSIBILITY.

Exhibitor agrees to indemnify ASLA, the Venue, members, officers, directors, agents, and employees of each of these entities and official show contractors against and hold them harmless for any claims arising out of the acts or negligence of the Exhibitor, his agents, or employees, or out of labor disputes.

## 16. INSURANCE & LIABILITY.

General liability and fire insurance is the responsibility of the Exhibitor. A certificate must be furnished naming ASLA as co-insured with limits of liability of at least \$1,000,000 combined single limits including bodily injury and property damage.

ASLA assumes no risk, and by acceptance of this agreement the Exhibitor expressly releases ASLA, the Venue, members, officers, directors, agents, and employees of each of these entities, and official show contractors of and from any injury to itself or employees while in the trade show quarters. Exhibitor agrees to hold ASLA, the Venue, and official show contractors, harmless for damage to the Exhibitor from any cause whatsoever or from any action of any nature by ASLA, including damage to his business by reason of failure to provide space for his exhibit, or failure to hold the trade show as scheduled, except as provided herein.

## 17. AMERICANS WITH DISABILITIES ACT.

Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (ADA) to make its booth accessible to handicapped persons. Exhibitor shall also indemnify and hold ASLA, the Venue, members, officers, directors, agents, and employees of each of these entities harmless against cost, expense, liability or damage which may be incident to arise out of, or be caused by Exhibitor's failure to have its booth comply with the requirements of this Act.

## 18. LOTTERIES; CONTESTS.

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only on the written approval from ASLA.

## 19. RESTRICTIONS.

ASLA 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 Convention as a whole. It may forbid installation or request removal or discontinuation of any exhibit or promotion which, if continued, departs substantially from the description given advance approval.

In the event of such restrictions or evictions, ASLA is not liable for any refund of rental or other expenses. Advertising, displays, demonstrations, conferences, entertainment, convention registration, and hospitality rooms in the interest of business are not permitted except by firms that have rented space to exhibit.

## 20. OBSTRUCTION OF AISLES OR BOOTHS.

Any demonstration or activity that results in the obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by ASLA.

## 21. INTERPRETATION AND ENFORCEMENT.

These regulations become a part of the contract between the Exhibitor and ASLA. All matters in question not covered by these regulations are subject to the decision of ASLA and all decisions so made shall be binding on all parties affected by them as by the original regulations.

## 22. UNION RESTRICTIONS.

Exhibitors are required to observe all union contracts in effect between ASLA, its official contractors, the hotel, and various other organizations. ASLA cannot take the responsibility for interference with the show caused by disputes involving union personnel and individual Exhibitors.

## 23. SECURITY.

ASLA will provide 24-hour perimeter guard service and take reasonable precautions to safeguard Exhibitors' property. The provision of this service, however, shall not be construed as an assumption of obligation or duty with respect to the protection of the Exhibitor's property. Exhibitor shall not hold ASLA liable for any loss, damage, theft, or destruction of Exhibitors' property, and further shall indemnify ASLA, the Venue, members, officers, directors, agents, and employees of each of these entities and official show contractors against, and hold them harmless from, any complaints, suits, or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of space.

## 24. CONFLICTING MEETINGS AND SOCIAL ACTIVITIES.

In the interest of the success of the entire convention, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members or Exhibitors from the convention or exhibit hall during official exhibit or convention hours.

## 25. RESTRICTION OF ACTIVITIES.

All Exhibitors activities must be confined to the contracted exhibit space. No solicitation or distribution of materials outside of exhibit space will be allowed without written permission from ASLA.