



(For Office Use Only)

Sq. ft. _____ Amt. Due \$ _____

Space Assigned _____

Deposit \$ _____ Date _____

Payment \$ _____ Date _____

Contract Responsibility _____

Number of Years NPCA Exhibitor _____



www.theprecastshow.org

info@theprecastshow.org

CONTRACT AND APPLICATION FOR EXHIBIT SPACE

Charlotte Convention Center, Charlotte, North Carolina • January 27-29, 2011

Instructions: Complete all information in items 1, 3, 5, 6, 7, 8 and 9 below, sign and return it with your payment to National Precast Concrete Association (NPCA), 1320 City Center Dr. Suite 200, Carmel, IN 46032. Questions? Phone 800-366-7731. To fax information to the National Precast Concrete Association, dial (317) 571-0041.

1. This agreement dated _____ is entered into by and between the National Precast Concrete Association (hereinafter called "NPCA") and _____ of _____ (hereinafter called "Exhibitor"). For and in consideration of mutual covenants and agreements hereinafter mentioned to be kept and performed by the parties hereto, said parties agree as follows:

2. The Precast Show agrees to permit Exhibitor to use and occupy the space hereinafter designated as the rental hereinafter provided for the purpose of displaying at The Precast Show 2011 to be held at the opening January 27, 2011, continuing through January 29, 2011. The Precast Show Rules and Regulations are attached hereto and incorporated as a part of this agreement.

3. SPACE SELECTION. Size of space requested _____ feet (width) by _____ feet (depth) at \$ _____ per sq. ft. (see #4) \$ _____ booth cost + \$ _____ corner booth (additional 15%) = \$ _____ total booth cost

4. BOOTH RENTAL COST. Member cost is \$24.00 per square foot. Nonmember cost is \$28.00 per square foot. Minimum of 100 square feet. Membership must be maintained effective as of Jan. 27, 2011 to qualify for the discount. If dues are not current as of that date, discount will not apply.

PLEASE ADD 15% TO BOOTH FEE FOR CORNER BOOTHS

5. SPACE PREFERENCES (indicate booth numbers).

1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____

6. PRODUCTS AND/OR SERVICES. For listing in the Show Guide (25 words or less). PLEASE PRINT (using upper and lower case) _____

7. SPECIAL REQUESTS. (List competitors that you do not wish to be near or exhibitors that you want to be near.) _____

Near: _____

Not Near: _____

NOTE: Please list the following information as you wish it to appear in the official listings, show guide, programs and booth sign. PLEASE PRINT

8. EXHIBITING FIRM _____

Membership Affiliation NPCA ACPA
Please check all that apply Nonmember

Street Address _____

City _____ State/Province _____ Country _____ ZIP/Postal Code _____

Telephone Number _____ Fax Number _____

Official Show Guide Contact Name _____ E-mail _____

Title _____ Web Site _____

Signature **X** _____ (Required) Initial bottom of pages 2 and 3. Date _____

9. METHOD OF PAYMENT (50% DEPOSIT DUE WITH APPLICATION TO RESERVE BOOTH). Balance is due no later than September 30, 2010. After September 30, 2010, 100% of total fee must accompany this application (refer to item #27 on attached).

Check. All checks payable in U.S. Funds to NPCA.
Deposit Amount 50% 100%
Credit Card (please check): MC AMEX VISA DISCOVER
 Charge credit card with additional 50% when due.

Credit Card # _____

Security # (back of card) _____ Expiration Date _____

Name on card (please print) _____

Signature _____

Person responsible for show logistics

Contact Name: _____

Title: _____

Company: _____

Phone: _____

Fax Number: _____

E-mail: _____

The Precast Show Rules and Regulations

1. Definitions. The following defined terms are used throughout these Rules and Regulations:

Exposition: The Precast Show to be held at the Charlotte Convention Center, Charlotte, North Carolina, January 27-29, 2011.

The Precast Show Management: The National Precast Concrete Association Inc. manages and is responsible for The Precast Show.

Exhibiting Firm: Any manufacturer, distributor, or other entity that has a contract signed by NPCA and fully paid for to attend and exhibit at The Precast Show. The term shall include all employees, agents, and other persons acting on behalf of the Exhibiting Firm at The Precast Show. A Firm that has not paid in full its booth rental cost as of 8:00 a.m. January 24, 2011 will not be an Exhibiting Firm and will not be permitted to move in.

Rules and Regulations: These Rules and Regulations, together with the contract executed by each Exhibiting Firm with respect to its participation in the Exposition.

2. Authority and Interpretation. These Rules and Regulations are part of the contract between the Exhibiting Firm and The Precast Show Management. The Precast Show Management shall have the authority to interpret and enforce these Rules and Regulations. All matters not covered by these Rules and Regulations are subject to the decision of The Precast Show Management in its sole discretion, and all decisions made by The Precast Show Management concerning these Rules and Regulations shall be as binding on all parties as the Rules and Regulations themselves. Any Exhibiting Firm that fails to comply with the requirements and obligations set out in these Rules and Regulations may be immediately excluded from The Precast Show without refund and, in the sole discretion of The Precast Show Management, from future exhibitions.

3. Variations. All requests for variations in these Rules and Regulations must be received in writing by The Precast Show Management at least 60 days prior to the beginning of The Precast Show. Variations will not be permitted without the prior written approval of The Precast Show Management. Sketches and/or engineering drawings illustrating the variation request should accompany such requests when appropriate.

4. Type of Exhibit. Exhibits will be limited to the display and description of materials, equipment, or services used in the manufacture, marketing, sale or enhancement of manufactured concrete products. The Precast Show Management reserves the right, in its sole discretion, to decline, prohibit, or order alterations to any exhibit that does not meet with this classification. Exhibits are permitted only in the official exhibit area assigned to the Exhibiting Firm. The Exhibiting Firm may not display or advertise within its exhibit space equipment, products or services bearing the names or logos of any company, dealer, or distributor other than that of the Exhibiting Firm; provided, however, that Exhibiting Firms are permitted to promote the dealers and distributors of their respective manufactured products so long as such promotion conforms to these Rules and Regulations. Exhibiting Firms shall not display or distribute any material containing negative remarks about competitors or comparison with other products, materials, or services.

5. Staffing of Exhibit Space. Booths should be staffed by qualified representatives to discuss the Exhibiting Firm's products or services in the area of concrete. Representatives of Exhibiting Firms should be in their booths no fewer than 15 minutes before the day's opening and remain in their booths throughout the official hours of the Exposition. Any models or demonstrators must be properly dressed in good taste at all times.

6. Allocation of Space. The Precast Show Management reserves the right to assign all exhibition space in its sole discretion, without limitation of such discretion. In the event two or more Exhibiting Firms desire the same space, the Exhibiting Firm with the higher "priority points" will generally receive first consideration during the initial booth placement process.

In the event it becomes necessary prior to the Exposition to adjust the configuration of the exposition hall for any reason The Precast Show Management will notify each Exhibiting Firm and make every effort to accommodate each Exhibiting Firm in an equal or better booth location.

7. Uses of Exhibit Space. Each exhibit and all marketing activities shall be enclosed entirely within the floor space and height limits allocated and shall not interfere with the light, space, or view of any other exhibit. Demonstrations, presentations and sampling (hereafter "demonstrations") must be conducted far enough within the booth so that crowds that gather are contained within the limits of the booth. Spectators are not permitted to stand in the aisle to watch such demonstrations. If a demonstration results in spectators in the aisle or in neighboring booths, The Precast Show Management may request modification or elimination of the demonstration. Displays of any kind, including products, advertising or promotional signs or literature, will not be permitted in other exhibit spaces or public areas such as aisles, entranceways, lounges, approaches, corridors, hospitality rooms, restrooms, meeting rooms or other areas of the exposition hall or surrounding areas of the exposition hall or of the hotel property, including parking lots and other outdoor spaces. Marketing opportunities are available and must be approved by The Precast Show Management.

8. Field Trips, Tours, Site Visits, Invitations. Exhibiting Firms shall not sponsor functions such as tours to plant installations, job sites, film showings, speeches, social events, educational programs or other activities during show hours of The Precast Show and sponsoring association events.

9. Prizes And Giveaways; Novelties. No raffles, drawings or prize giveaways will be permitted at the Exposition except by The Precast Show or its sponsoring associations. Novelty items may be distributed only from each Exhibiting Firm's booth. No balloons of any type or size will be permitted in the exhibit hall.

10. Selling. Exhibiting Firms may take orders but may not make actual sales in the exhibition hall during the Exposition.

11. Access To Exposition. At all times (including the move-in and move-out periods), every person in the exhibit hall must wear the official The Precast Show badge. Exhibitor Representatives will be permitted to be in the hall no more than 60 minutes prior to the official opening and no more than 60 minutes after the official closing of the hall. Once any Exhibitor Representative leaves the hall after closing, he/she will not be permitted to re-enter. Only authorized personnel are allowed on the show floor during non-show hours. All other persons will be asked to leave.

12. Exhibitor Entrance. Exhibiting Firms must enter and exit through the designated entrances at all times.

13. Set Up And Dismantling of Exhibits. A move-in schedule will be decided and supplied by The Precast Show Management in its sole discretion, which shall provide for Exhibiting Firms to begin to move in no earlier than the designated date and time. Dismantling of exhibits must not begin before the official closing time on the final day of the Exposition,

14. Care of Exposition Facility. Exhibiting Firms shall not deface, injure or make attachments to wall, ceiling, columns, floors, booth furnishings and property placed in the exhibit hall. Spray painting on the exhibition property is strictly prohibited. Each Exhibiting Firm shall be liable for any property damage incurred by it in the operation of its exhibit.

15. Limited Food Items. Subject to the rules and regulations of the particular convention center in which The Precast Show is being held, limited food items are allowed to be served in Exhibiting Firms' booths. Exhibiting Firms must work directly with the convention center's

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in-house catering company for pricing, ordering information and selection. Any cleaning charges assessed to The Precast Show Management because of food items being served in the exhibition hall will be billed back to the Exhibiting Firm. No food or beverages may be brought into the exhibition hall from an outside source or vendor.

16. Alcohol. Serving alcohol is strictly prohibited in Exhibitors' booths.

17. Sound and Light-Producing Devices. The uses of sound and light-producing devices, megaphones, loud speakers, aid show tactics or undignified methods of attracting attention is prohibited. Exhibiting Firms may use, within their booths, sound motion pictures, video equipment or slides that illustrate products, techniques, or applications if an appropriate volume is maintained. Films or videos of purely entertainment character, without educational or informative value, will not be permitted.

18. Photographs. No photography, video production and/or graphic reproduction of other Exhibitors' booths and products are allowed. Equipment used will be confiscated by The Precast Show Management.

19. Security Devices – No Liability. The Precast Show Management will provide perimeter guard service in the exhibit hall around the clock during the Exposition, including move-in and move-out days. However, each Exhibiting Firm will be responsible for the security and protection of its displays and other materials at all times. Each Exhibiting Firm is urged to take whatever precautions it feels necessary to protect valuable materials and equipment, including but not limited to providing special guards. Neither The Precast Show Management nor its sponsoring organizations will be held responsible for, and each Exhibiting Firm agrees to make no claim against The Precast Show Management or the Sponsoring Associations on account of, loss occasioned by fire, accident, theft, storm or damage from negligence at The Precast Show or for damage of any other nature or character, including any damage to the Exhibiting Firm's business as a result of the exhibit or as a result of its installation or removal, or for failure to hold the Exhibition as scheduled.

20. Insurance. Each Exhibiting Firm is required to have adequate insurance covering the transportation of their booth materials and/or equipment from its home base to The Precast Show, the display of the exhibit during the Exhibition, and the transporting of the booth materials and/or equipment to its home base. Each Exhibiting Firm must also have public liability and property damage insurance, including product liability coverage. A Certificate or Certificates of Insurance shall be filed with The Precast Show Management by each Exhibiting Firm prior to the first day of The Precast Show.

21. No Subletting. No Exhibiting Firm shall assign sublet, or apportion the whole or part of its allotted exhibit space.

22. Restrictions. The Precast Show Management reserves the right to restrict or exclude exhibits that, in the reasonable judgment of The Precast Show Management, detract from or are out of keeping with the character of The Precast Show as a whole. Reasons for restriction or exclusion might include, but are not limited to noise, method of operation, type of product or creation of safety hazards. Only exhibiting companies of The Precast Show are allowed to solicit on the show floor.

23. Non-Official Contractors. Exhibiting Firms shall neither contract for nor use any services in connection with its exhibit space at the Exposition without prior approval of The Precast Show Management. No fewer than 60 days prior to the beginning of the Exposition, Exhibiting Firms shall furnish in writing to The Precast Show Management the names of any persons or entities (other than those officially designated as official contractors by The Precast Show Management) that the Exhibiting Firm proposes to utilize to perform any services at the Exposition. Non-official contractors must abide by all Rules and Regulations applicable to them.

24. Compliance. Each Exhibiting Firm agrees to comply with all federal, state and local laws

and ordinances applicable to the space lease, including but not limited to all building, fire and life safety codes and mandates, and also with such rules and regulations as may be deemed necessary by the exposition facility and The Precast Show Management.

25. Indemnification. Each Exhibiting Firm agrees to indemnify and hold harmless The Precast Show Management, its Sponsoring Organizations and all of their employees, directors, volunteers, guests, invitees and attendees from and against any and all damages, losses, liabilities, judgments and expenses (including attorney fees and court costs) arising directly or indirectly from (i) any actions or failure to act by the Exhibiting Firm related to its participation in the Exposition, including but not limited to setting-up, exhibiting at the Exposition, and disassembling its exhibit; (ii) any violations by the Exhibiting Firm of any terms of these Rules and Regulations, or (iii) any action or actions required to be taken by The Precast Show Management to enforce the terms of these Rules and Regulations as against the Exhibiting Firm. The Exhibitor shall fully insure all of its equipment, supplies and other property against damage, loss and theft. The Exhibitor waives any claim and releases from liability NPCA, The Precast Show, and every other exhibitor for damage, the loss or theft of any such property, regardless of cause.

26. Cancellation of Exposition. Should any contingency interrupt or prevent the holding of The Precast Show, The Precast Show Management shall inform each Exhibiting Firm in writing and refund such portion of the amount paid for the exhibit space as The Precast Show Management shall determine in its sole discretion to be equitable after deducting amounts necessary to cover expenses of the Exposition. In the event of fire, natural disaster or terrorism, exhibitors will hold The Precast Show and its sponsoring associations harmless for any loss or damages.

27. Cancellation of Exposition Space. Cancellations by Exhibiting Firms must be submitted in writing and must be received by The Precast Show Management on or before the dates shown below to receive any refund. In the event of cancellation (other than because of reconfiguration of the exhibit hall as described in paragraph 6 above or cancellation of The Precast Show as described in paragraph 26 above), the Exhibiting Firm will be charged a cancellation fee in the amount indicated below and thereupon will be refunded the amount previously paid after deduction of the cancellation fee:

| DATE OF CANCELLATION | CANCELLATION FEE |
|------------------------|-------------------------------|
| On or before 6/30/10 | 50% of Space Fee |
| From 7/1/09 to 9/30/10 | 75% of Space Fee |
| After 9/30/10 | 100% of Space Fee (no refund) |

Cancellation fees will be imposed regardless of whether the exhibit space is resold. Failure to occupy an exhibit space does not relieve the Exhibiting Firm from its obligations pursuant to these Rules and Regulations. If any exhibit space is not occupied by the end of the first day of the The Precast Show, The Precast Show Management may possess such space for such purposes as it may see fit and may relet the space in its sole discretion. Requests for reductions in exhibit space will be treated as requests for cancellations of the space not used, and may be accepted or rejected by The Precast Show Management in its sole discretion. If a reduction of space is accepted by The Precast Show Management, the applicable cancellation fee indicated above shall be applied pro-rata to the fees related to the unused space.

28. Exhibitor Service Manual. An exhibitor service manual covering services and prices for shipping, warehousing, setting up and dismantling, move-in and move-out days, exhibit display rules, and regulations will be sent to each exhibitor. Any additional rules & regulations will be furnished to each exhibiting firm by show management prior to the show.

29. By signing this agreement, the Exhibiting Firm agrees to abide by all rules set forth in this contract and the Exhibitor Handbook.

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