



**EXHIBITOR LEASE - BOOTH**

*The ECO Show*  
**November 5<sup>th</sup> & 6<sup>th</sup>, 2010**  
**Hudson Valley Community College**  
**Troy, New York**  
**Ph: (518) 377-3344**

PLEASE DO NOT WRITE IN THIS BOX

Date Rec'd \_\_\_\_\_

Amt Rec'd \_\_\_\_\_

We hereby apply for exhibit space in the **2010 ECO Show** to be held at the **Hudson Valley Community College** in **Troy, NY**. Show dates are **November 5th & 6th, 2010**. We agree to abide by the Exhibitor Terms, Conditions, and Rules included with this contract.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Key Company Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_ Fax: \_\_\_\_\_

**DESCRIPTION:**

Describe your firm, its product(s), and service technology to be exhibited in fifty (50) words or less. This will be printed in the Exhibitor directory. **PLEASE ATTACH SEPARATE COPY.**

**COMPETITORS/ALLIES:**

We would like to be near: \_\_\_\_\_  
 (Companies)

We would like to be away from: \_\_\_\_\_  
 (Companies)

**All booths are sold on a first-come/first-served basis.**

Exhibitor Booth Fee – Single (10' x 10') \$295.00	\$
Exhibitor Booth Fee – Double (10' x 20') \$550.00	
Sponsorship packages available (Call for details)	
<b><u>Payment must be submitted with this exhibitor lease.</u></b>	
Extra Operating Expenses (Optional) for Electric and Internet Access <i>Call sales office for pricing</i>	\$
<b>TOTAL AMOUNT DUE</b>	\$

**PAYMENT AND CANCELLATION:**

If Exhibitor cancels their participation in the show, such cancellation shall be considered a default on its part, and any monies paid hereunder shall be retained by the Sponsor as liquidated damages. Exhibitor and sponsor shall be bound by the Exhibitor Terms, Conditions and Rules included with this contract, all of which are incorporated and form a part of this contract.

PLEASE CHECK METHOD OF PAYMENT: \_\_\_\_\_ CHECK \_\_\_\_\_ MC \_\_\_\_\_ VISA \_\_\_\_\_

MC or VISA # \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_ CVV Code: \_\_\_\_\_

(3 or 4 digits on the back of the credit card)

AUTHORIZED SIGNATURE: \_\_\_\_\_

CREDIT CARD BILLING ADDRESS \_\_\_\_\_

Please make check payable to: **I.E.R.C.C.** and remit to **P.O. Box 16222, Albany, NY 12212**  
 Or fax credit card information to: **(518) 377-8800**. For questions or inquiries, call us at **(518) 377-3344**.

**INCLUDED IN EXHIBITOR LEASE**

- 10' x 10' Exhibit Space
- Listing in the Program Guide
- 1 Table and 2 Chairs

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**SPONSOR / EXHIBITOR TERMS, CONDITIONS AND RULES**  
**THE 2010 ECO SHOW**

**1. SPONSOR:** The word "Sponsor" as used herein shall mean the sponsoring organization(s), association(s) or their officers, agents or employees acting for them in the management of the exhibit.

**2. ASSIGNMENT AND ELIGIBILITY:** The sponsor shall assign the exhibit space to the exhibitor for the period of the show, provided the Show Building is made available to the sponsor. Such assignment is made for the period of this show only and does not imply that the same or similar space will be held or offered for future shows. The sponsor reserves the right to determine the eligibility of any company or product for inclusion in the exhibit

**3. INDEMNITY AND LIMITATION OF LIABILITY:** Neither the sponsor nor the Show Building nor any of its officers, agents, employees or other representatives shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the exhibitor or any of its officers, agents, employees or other representatives resulting from theft, fire water, accident or any other cause. The exhibitor shall indemnify, defend and protect the sponsor and the Show Building against, and hold and save the sponsor and the show Building harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses or whatever kind of nature, including, but not limited to, claims of damage or loss resulting from the breach of these terms, conditions and rules, claims of property or personal injury caused by or attributable in whole or in part to any action or failure to act, whether by negligence or otherwise, on the part of the exhibitor or any of its officers, agents, employees or other representatives, and claims of damage or loss to any third party resulting from an infringement of a copy right or patent or the unauthorized use of a registered trademark.

**4. DEFACING OF THE BUILDING:** The exhibitor shall not injure, nor mar, nor in any manner deface said premises. The exhibitor shall be liable for any damages caused to building walls, floors or column, or to booth equipment, or to any other property and will pay the sponsor upon demand such sum as shall be necessary to restore said premises to their present condition.

**5. COMPLIANCE OF LAWS:** The exhibitor shall abide by and observe all laws, rules, regulations and ordinances or any applicable government authority and all rules of the Show Building. Cloth decorations must be flame proof. Wiring must comply with fire department and underwriters' rules. Smoking in exhibits may be forbidden. Crowding will be restricted. Aisles, fire exits and fire hoses cannot be blocked by exhibits. No decorations or tree branches are allowed. All use of any type of equipment in the booth and any booth or booths contents exceeding eight feet in height, must meet fire marshal standards and be approved by the sponsor and the Show Building.

**6. SECURITY:** The sponsor will employ a reputable security service during the course of the show. The responsibility of the guards will be to protect the general exhibit against fire or other catastrophes. Neither the sponsor nor the owners or leasers of the exhibit premises will assume any responsibility for exhibitors property or injury. It is required that the exhibitor insure its exhibit for the duration of occupancy in the exhibit facility.

**7. INSURANCE:** Insurance for fire, property damage, public liability and theft must be taken out by each exhibiting company at its own expense. The insurance is to cover the full period of occupancy in the exhibit facility.

**8. EXHIBITOR RESPONSIBILITY:** Each exhibitor must name at least one person to be its representative in connection with installation, operation and removal of the exhibit. All exhibits must be open for display during exhibit hours and no display dismantling will be permitted until the Expo is officially ended. ALL exhibitors must clear the exhibit space promptly at show closing. The sponsor reserves the right to utilize any unoccupied space after the show has officially opened.

**9. SUBLEASING:** The exhibitor shall not assign this agreement or permit its space, or any part thereof to be used by another, or allow any use of the premises other than herein specified without the written consent of the sponsor. Ruling of the sponsor shall in all instances be final with regard to use of any exhibit space.

**10. SOUND:** Sound or music within the booths is permitted but must be controlled. Sound of any kind must not be projected outside the confines of each exhibit space. The sponsor may, in its sole and absolute discretion, withdraw its consent at any time if sound is in violation of this rule., in which event exhibitor shall terminate such activity forthwith.

**11. FOOD AND BEVERAGE:** Any items of food or drink which are distributed from the booth must be procured through the official Show Building caterer.

**12. CHARACTER OF DISPLAY:** Advertising materials, samples and souvenirs may be distributed by the exhibitor only from within its booth. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations.

**13. CHANGE OF FLOOR PLAN:** The sponsor reserves the right to change the floor plan design without notice or to move an exhibitor to another booth location prior to or during the show if the overall best interest of the show as determined by the sponsor.

**14.. AGREEMENT TO TERMS, CONDITIONS AND RULES:** Exhibitor agrees to observe and abide by the terms, conditions and rules set forth herewith and by such additional terms, conditions, and rules made by the sponsor for the efficient or safe operation of the show including, but not limited to those contained in this contract and in the official Exhibit and Display Regulations contained in the Exhibitors Information Kit. The kit, which will be mailed to each exhibitor after their deposit has been received, contains detailed information pertaining to display dimensions, shipment, labor, electrical services, rental items, exhibit hours, etc. It is the exhibitor's responsibility to familiarize themselves with the show rule, terms, and conditions and observe all the deadlines stated in the kit.

**15. PAYMENT AND CANCELLATION POLICY:** Payments are due in full according to the dates shown on the Exhibit Lease. If exhibitor fails to pay the balance on schedule, sponsor may cancel exhibitor's right to exhibit without further notice or refund of any deposit or payment. If exhibitor cancels its participation in the show, such cancellation shall be considered a default on its part and any moneys paid hereunder shall be retained by the sponsor as liquidated damages. If exhibitor cancels its participation in the show after **October 22, 2010** or fails to utilize the exhibit space, exhibitor shall remain liable for the full amount of its exhibit space fee.

**16. INABILITY TO HOLD SHOW:** If because of water, fire, strike, exhibit facility construction or renovation project government regulation, acts of terrorism, public catastrophe or act of God, or other cause beyond the control of the sponsor, the show, or any part thereof is prevented from being held, is cancelled by the sponsor or the exhibit space becomes unavailable the sponsor in its sold discretion shall determine and refund to the exhibitor fees received which remains after deducting expenses incurred by the sponsor and reasonable compensation to the sponsor, but in no case shall the amount of the refund to exhibitor exceed the amount of the exhibit space fee paid.

**17. AMENDMENT TO RULES:** Any and all matters or questions not specifically covered by the official rules and regulation shall be subject solely to the decision of the sponsor. These rules and regulations may be amended at any time by the sponsor and all amendments so made shall be binding on exhibitors equally with the foregoing rules and regulations.