

This Agreement dated between the New Jersey Chapter of the American Society of Interior Designers ("ASID NJ"), a not-for-profit membership association in the State of New Jersey, and ("Exhibitor") an ASID Industry Partner with ASID Membership No,, or a Non-Industry Partner in the interior design trade.							
		is to appear on signage and in the dire	ectory listing:				
Cit	City: State: Zip Code:						
Ма	in Contact:	Phone:	Email:				
Adv	vertising Contact:	Phone:	Email:				
1. 2.							
	guidelines to on-site person	nel.	Email:	·			
•							
3.			5:00 PM BOOTHS MUST STAY OPEN UNT				
4.	Move-In Date & Times:		e in: 7:00 to 11:30 AM / Move out: 5:00 to 7				
5.	Show Location:	Birchwood Manor 111 North Jefferson	Road, NJ 07981 Phone: 973.887.14	414			
6.	Exhibitor Information:	Security; Exhibitors are responsible food: The Birchwood Manor contract do	for their own security. es not permit the distribution of food or drink	on the floor.			
BoothsBooths are 10-feet wide by 8-feet deep with full back drapery, ½ sidewall drapery, (1) 6-foot x 30-inch table with white top cloth and black table skirt, (1) folding chair, (1) trash can, electricity, signage, and (1) lunch ticket, and a journal listing.				ing chair,			
Lighting : No additional lighting will be provided. Any Exhibitor with special electrical contact Charles Sacks at 732-381-0683 to discuss them. All Exhibitor lighting must 3-line grounded cords must be used.							
Multiple Booth Discount : A \$100.00 (one hundred dollar) discount will be applied to ear additional booth when more than one is contracted.							
basis. Only on includes (1) 6- signage, and a		basis. Only one (1) tabletop per Exhil includes (1) 6-foot x 30-inch table wit	as are available to ASID Industry Partners ONLY on a first-come, first-served bletop per Exhibitor is permitted. Tabletops may not be combined. The set-up 0-inch table with white top cloth and black skirt, (1) folding chair, (1) trash can, I listing. Note: Tabletop Exhibitor's displays, product, and signage must be ace; no floorspace may be used.				
Drapery / Skirt Colors Rear and side drapery color TBD							
<u>Carpet</u> The exhibit floor is carpeted. Birchwood Manor requires Exhibitors to only use hand trucks and carts with rubber wheels while bringing in and moving and products or displays.							



7. Payment Terms and Deadlines: Full payment is due at signing of contract for all booths, tabletops, sponsorships, and ads. NO REFUNDS after August 11, 2022 (see Refund Policy below) and shall be made in a manner mutually agreed upon by both Parties. Booth assignments will be addressed in order of contract and deposit received.

8. Refund Policy: Any Exhibitor's Contract cancelled by Close of Business on July 15, 2022, will receive a 50% refund on the amount deposited. Any Exhibitor's Contract cancelled by Close of Business on August 11. 2022, will receive a 25% refund on the amount deposited. After Thursday, August 11, 2022, there will be no refunds issued. Cancellation notifications must be Emailed by the refund deadline to: administrator@nj.asid.org

9. ASID NJ Industry Partner and Non-IP Exhibit Space and Add-on Agreements: The Exhibitor requests to utilize the Booth(s) or Tabletop, and Add-ons from ASID NJ as described and selected below:

IP Booth Pricing	Number of Booths	Total
IP Early Bird Booth Price \$1100		
paid by Friday, July 15, 2022		
IP Early Bird Additional Booths Price \$1000		
paid by Friday, July 15, 2022		
IP Standard Price \$1250		
paid after Friday, July 15, 2022		
IP Standard Additional Booths Price \$1150		
paid by Friday, July 15, 2022		
IP Tabletop (limited availability) \$800		
Only one (1) tabletop per IP Exhibitor.		
Non-IP Booth Pricing	Number of Booths	Total
Non-IP Booth Price \$1650		
(Note: There is no Early Bird Pricing.)		
Non-IP Additional Booth Price \$1550		
(Note: There is no Early Bird Pricing.)		
Additional Lunch Tickets	Ticket Requests	Total
Additional Lunches \$62 each		
(Note: Each individual booth, group of booths, and		
tabletop will receive one (1) free lunch ticket.) Journal Advertising Pricing	Number of Ads	Total
	Number of Aus	TOLAI
IP one-half (1/2) page Color Ad \$200 each		
IP full page Color Ad \$400 each		
Non-IP one-half (1/2) page Color Ad \$300 each		
Non-IP full page Color Ad \$600 each		
		TOTAL
Company Name:	Date:	\$



10. ASID NJ Industry Partner and Sponsorship Levels: The Exhibitor requests to become 2022 ASID NJ Expo & Trade Show Sponsor and agrees to furnish payment in the amount as described below upon signing:

Available Sponsorships for Trade Show Only		
Platinum	\$5000	
Gold	\$3000	
Silver	\$2000	
Bronze	\$1500	
CEU Sponsors	\$1000	
Keynote Sponsors	\$1000	

Trade Show Sponsorship Perks	Platinum \$5000	Gold \$3000	Silver \$2000	Bronze \$1500	CEU or Keynote \$1000
Complimentary Booth (s) w/choice of location	2	1			
Tabletop or Host 1 "in-person" non-conflicting event during the 2023 Year	x				
Full Page Color Ad / Back Cover	х				
Full Page Color Ad		х			
One-half (1/2) Page Color Ad			х	Х	х
Logo on all "day of signage"	x	x	x	х	signage in the CEU or Keynote Area
Logo on all Email /Advertising pertaining to the Trade Show	x	x	x	х	x
A "still" Ad or Logo to run on screen during lunch	x	x	x	х	x
Step n Repeat w/Logos	х	х	х		х
Complimentary E-Blasts	3	2	1		
Additional Lunches	2	2	1	1	1

Sponsorship Category Selection (s)	Price	
Sponsorship 1:		\$
Sponsorship 2:		\$
		Total
Company Name:	Date:	

11. Floor Plan Assignment Chapter Sponsors: If sponsor contract is received before August 15, 2022, sponsor will receive priority status. After August 15, 2022, sponsor will be allowed to pick from available locations. All other floor plan placements will be assigned shortly before the show date. ASID NJ will be the only source of floor plan assignment. We will make every attempt to accommodate requests but there are no guaranteed locations except as indicated for major sponsors on the sponsor benefits page. No Exhibitor will be allowed to assign their contracted location to another Exhibitor without written authorization from ASID NJ.





12. Additional Information: For information not provided in this contract. please contact

Nada Alzoubi, Allied ASID ASID NJ President-Elect and Trade Show Honorary Chair	973-202-0208	President-Elect@nj.asid.org
<u>Diana Rattazzi, Benjamin Moore & Co.</u> Industry Partner, ASID, NJ and Trade Show Co-Chair	914-261-8603	diana.rattazzi@benjaminmoore.com

13. Exhibitor understands and agrees that only the New Jersey Chapter of the American Society of Interior Designers ("ASID NJ"), an unincorporated nonprofit association of the state of New Jersey, and NOT the American Society of Interior Designers, Inc. ("ASID, Inc."), is a party to this Agreement. Under no circumstance shall the American Society of Interior Designers, Inc. be responsible for any claim or dispute arising under this Agreement. Nothing in this Agreement shall imply the existence of an employment, principal-agent, or joint venture relationship between the parties, and Exhibitor shall not bind ASID NJ to a third party without prior written authorization by ASID NJ. This Section shall survive the termination of this Agreement.

BY SIGNING THIS AGREEMENT, EXHIBITOR WARRANTS THAT IT HAS READ THE TERMS AND CONDITIONS, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEM. I understand that by signing this Agreement, I am waiving certain rights that I may have against ASID, ASID NJ, and all others.

TERMS AND CONDITIONS

1. FIRE REGULATIONS: All exhibits must meet the requirements of the Whippany Fire Department and Birchwood Manor, including the requirements that all decorations, draperies, and/or fabrics meet fire code compliance.

INSTALLATION, MAINTENANCE and LABOR: Exhibits must be fully installed by Thursday, September 29, 2022, at 11:30 AM and must be completely ready for inspections by the New Jersey Chapter of the American Society of Interior Designers ("ASID NJ") and the Whippany Fire Department by 11:30 AM on Thursday, September 29, 2022. Exhibits may not be dismantled before the official closing of the Trade Show at 5:00 PM. Exhibitor's property is required to be removed from Birchwood Manor exhibit areas by 7:00 PM on Thursday, September 29, 2022. Exhibitor agrees to reimburse ASID NJ for all costs incurred by ASID NJ as a result of exhibitor's failure to comply with the provisions of this paragraph, including, but not limited to, all fines, fees, and expenses imposed on the ASID NJ by Birchwood Manor from exhibitor's failure to vacate. Exhibitors who do not dismantle and remove their products and displays by 7:00 PM will be charged a fee of \$650 (six hundred and fifty dollars) for each hour their items remain in the exhibit areas. **After 9pm**, exhibitor fails to remove all personal items within 2 hours of the conclusion, such items will be discarded at the sole expense of Exhibitor and Exhibitor will be responsible for all penalties and costs associated with such removal.

- 2. MARKETING AND PROMOTION: Exhibitor grants ASID NJ a limited, nonexclusive, and royalty-free license to use Exhibitor name, logo and relevant identifying information ("Marks") as necessary to comply with the requested level of Sponsorship sought by Exhibitor, and to promote the Event as Chapter deems necessary, provided that Exhibitor shall furnish copies of requested Marks to ASID NJ in a timely fashion or risk being excluded from promotional materials. Exhibitor shall be solely responsible for ensuring that Marks are accurate and up to date. Exhibitor further warrants and represents that all Marks provided to ASID NJ in connection with the Event are owned by Exhibitor or that Exhibitor has the right to furnish such marks to ASID NJ and the use and publication of such marks by ASID NJ shall not infringe on a third party's intellectual property rights in any manner. ASID NJ shall not use Exhibitor's marks in a false, misleading, or disparaging manner and shall cease use of all marks at the conclusion of the Event unless otherwise provided for in this Agreement. Upon request by Exhibitor, ASID NJ shall return, at Exhibitor's expense, all copies of Exhibitor's name and logo to Exhibitor that ASID NJ has retained beyond what is necessary for record-keeping purposes.
- 3. INTELLECTUAL PROPERTY: Exhibitor shall not use, produce, or distribute ASID NJ's name, logo, trademarks, or related identifying information ("Intellectual Property") without prior written authorization from ASID NJ. ASID NJ shall approve all use of its Intellectual Property by Exhibitor prior to publication or distribution to ensure that such use complies with ASID NJ's quality assurance standards. Exhibitor shall not use ASID NJ's Intellectual Property in a false, misleading,



^{sr} or disparaging manner and shall cease all such use at the conclusion of the Event. Upon request by ASID NJ, Exhibitor shall return at its own expense, all copies of ASID NJ's Intellectual Property that Exhibitor has retained beyond what is necessary for record-keeping purposes.

- 4. USE LIMITATIONS: Only one exhibitor may utilize a booth or booths; sharing of space or transfer of right to use space in whole or in part is not permitted without ASID NJ's written authorization. Only one firm's name will appear in the contract, in the official ASID NJ program and on the official booth sign.
- 5. CHANGES AND CANCELLATIONS: ASID NJ reserves the right to change the TRADE SHOW dates or site or to cancel if the TRADE SHOW cannot be conducted for any reason beyond ASID NJ's reasonable control; exercise of any such right will be in written notice to Exhibitor as soon as reasonably practicable; ASID NJ reserves the right to make final assignment or to change the space assignment after exhibitor's application is accepted should it be necessary in the best interest of the show as determined solely by ASID NJ.
- 6. INSURANCE: Each exhibitor assumes the risk of loss and damage, however and wherever caused, to its equipment and supplies and to its exhibited goods and materials and acknowledges that neither ASID NJ or Birchwood Manor has promised or is obliged to maintain insurance coverage for the exhibitor's equipment, supplies, goods and materials. Exhibitor shall affect insurance coverage of all exhibit merchandise at site and in transit inclusive of business interruption insurance. The Exhibitor must carry its own fire insurance and general liability insurance of not less than one million dollars. A current copy of certificate of insurance ("COI") adding the "New Jersey Chapter of the American Society of Interior Designers" as an additional insured must be provided by or before Thursday, September 22, 2022.
- 7. RULES AND REGULATIONS: Exhibitor agrees to and represents that it shall comply, at all times, with the rules and regulations of the ASID NJ and/or Birchwood Manor, as may be amended by the ASID NJ and/or Birchwood Manor from time to time, as well as all applicable federal, state and local laws, ordinances, rules and regulations.
- 8. HOLD HARMLESS AND INDEMNIFICATION CLAUSES: TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER ASID NJ NOR BIRCHWOOD MANOR NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS, SERVANTS OR EMPLOYEES SHALL BE LIABLE TO EXHIBITOR, ITS AGENTS, EMPLOYEES, CONTRACTORS, PATRONS, GUESTS, LICENSES OR TO ANY OTHER PERSON WHOSOEVER, FOR ANY CLAIM, INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY CAUSED BY OR ARISING OUT OF, RELATED TO OR IN CONNECTION WITH (I) ANY ACT, OMISSION OR NEGLECT OF EXHIBITOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, GUESTS, LICENSES OR INVITEES, OR ANY PERSON ENTERING THE BUILDING KNOWN AS BIRCHWOOD MANOR, WHIPPNY, NJ, UNDER EXPRESSED OR IMPLIED INVITATION BY EXHIBITOR; AND/OR(II) ANY OTHER CLAIM, LOSS, INJURY OR DAMAGE ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE USE OF EITHER THE LICENSED BOOTH SPACE OR THE BUILDING IN WHICH THE BOOTH SPACE IS LOCATED. THE EXHIBITOR ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR LOSSES, DAMAGES AND CLAIMS DERIVING OUT OF INJURY OR DAMAGE TO EXHIBITOR'S DISPLAYS, EQUIPMENT AND OTHER PROPERTY BROUGHT UPON THE PREMISE OF BIRCHWOOD MANOR.

THE EXHIBITOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASID NJ, ITS OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES ALONG WITH BIRCHWOOD MANOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, OBLIGATIONS, INCLUDING REASONABLE ATTORNEY'S FEES AND RELATED COSTS, ARISING OUT OF OR RELATING IN ANY MANNER TO THE EXHIBITOR'S USE OF EITHER THE LICENSED BOOTH SPACE OR THE BUILDING IN WHICH THE BOOTH SPACE IS LOCATED, OR RESULTING FROM THE BREACH OF ANY OF EXHIBITORS REPRESENTATIONS OR WARRANTIES CONTAINED IN THE EXHIBITOR'S AGREEMENT WITH ASID NJ INCLUDING ANY BREACH OF THESE TERMS AND CONDITIONS. The Exhibitor acknowledges that neither ASID NJ NOT BIRCHWOOD MANOR maintains insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property insurance covering such losses by the exhibitor. Exhibitor will be liable for any damage caused to floor (including carpeting), wall or columns, or to the standard booth equipment, or to other Exhibitors' property. No signs or other articles are to be fastened to walls or fixtures or electrical equipment. Use of thumb tacks, screws, bolts or any tool or material that may mark the floor or wall is prohibited. Birchwood Manor requires Exhibitors to use only hand trucks and carts with rubber wheels while bringing in and moving and products or displays.

9. LIMITATION OF LIABILITY: PARTICIPATION IN THE TRADE SHOW IS AT EXHIBITOR'S OWN RISK. EXHIBITOR EXPRESSLY UNDERSTANDS AND AGREES THAT ASID NJ'S TOTAL AGGREGATE LIABILITY TO EXHIBITOR (OR TO ANYONE CLAIMING THROUGH OR UNDER EXHIBITOR) FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE(S) WHATSOEVER (INCLUDING NEGLIGENCE_AND/OR BREACH OF CONTRACT) IS LIMITED TO THE



AMOUNT OF THE EXHIBITOR'S FEES PAID TO ASID NJ UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL ASID NJ BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THESE TERMS AND CONDITIONS, EXHIBITOR UNDERSTANDS AND AGREES THAT TO THE EXTENT THAT THE PROCEEDS, IF ANY, FROM ANY INSURANCE POLICY MAINTAINED BY THE ASID NJ ARE INSUFFICIENT TO SATISFY ANY JUDGMENT OBTAINED AGAINST ASID NJ, OR IF THE EVENT GIVING RISE TO THE ASID NJ'S LIABILITY IS NOT COVERED BY INSURANCE, ONLY THE ASSETS OF THE ASID NJ, NOT THE INDIVIDUAL ASSETS OF ANY ASID NJ OFFICER, DIRECTOR, MEMBER AND/OR EMPLOYEE, MAY BE USED TO SATISFY ANY SUCH JUDGMENT REQUIRING THE PAYMENTS OF MONIES.

- 10. FORCE MAJEURE: If Birchwood Manor or ASID NJ is unable to make all or part of the exhibit space available to Exhibitor as a result of Acts of God, strikes, lock out or labor difficulties, explosions, sabotage, accident, riot, civil commotion, Acts of war, Acts of terrorism, fire or other casualty, legal requirements, disease, epidemic or pandemic, or government action or regulation (including but not limited to quarantine orders, travel restrictions, and mandatory closings), or acts of third parties or any causes beyond the reasonable control of ASID NJ that would make it impossible, illegal, or commercially impracticable to host the Event as originally intended, then ASID and NJ and Exhibitor shall be released of any further obligation as to one another upon written notice sent by ASID NJ. Exhibitor hereby waives any claim against ASID NJ and Birchwood Manor for damages by reason of such termination, except that any unearned portion of the monies paid by exhibitor pursuant to the Agreement shall be refunded to Exhibitor. Should Event be cancelled by reason of force majeure and ASID NJ arranges an alternative event or date for the Event, ASID NJ may notify Exhibitor of such a reschedule and Exhibitor shall be able to renew this agreement accordingly, provided that any amounts paid by Exhibitor under this Agreement shall apply to the alternative event.
- 11. CHARACTER OF EXHIBITS: Each exhibit shall be in good taste and in keeping with the general nature and elegance of the TRADE SHOW. ASID NJ shall be entitled to limit or require change in any exhibit that interferes with other exhibitors or general movement, is excessively noisy or carnival-like in presentation or does not conform to the regulations herein or to any agency having jurisdiction at the convention site (i.e., fire department). All exhibitor activities shall be conducted solely within licensed space and use of all aisle space and other public areas of the Trade Show are reserved to ASID NJ. Canvassing solicitations of business or the use of advertising materials or signs by other firms other than those who have contracted for space is prohibited. Selling any item or services from the Trade Show is prohibited except for removal when the show has ended at 5:00 PM. Distribution by the Exhibitor of Circulars, Catalogues or other advertising materials for firms who are not Exhibitors is prohibited.
- **12.** LIGHTING: Any lighting other than the general lighting provided by the Brookside Manor must be supplied by the Exhibitor. All Exhibitor lighting must be LED and 3-line grounded cords must be used. Any Exhibitor with special electrical needs must contact Charles Sacks at 732-381-0683 to discuss them.
- **13. ARBITRATION**: This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration by using the services of the American Arbitration Association in the State of New Jersey in accordance with the Commercial Arbitration Rules of American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court in the State of New Jersey having jurisdiction thereof.
- 14. AMENDMENTS AND ADDITIONAL REGULATIONS: Any issue not specifically covered by the foregoing regulation shall be determined solely by the ASID NJ. ASID NJ shall add and/or amend the foregoing rules provided such changes are reasonable in nature and consistent with the purpose of the foregoing. Each Exhibitor will be responsible for forwarding this information to the parties who will set up and/or man the space.

Any sale of Product from the Exhibit Floor shall comply with sales tax regulations. ASID NJ shall not be held responsible for any tax issues arising from such sale of Product nor for any defects or product complaints. The Exhibitor will indemnify, defend, and hold harmless ASID NJ for any claims arising out of the requirement of the Exhibitor to pay taxes and for any claims arising from product defects sold by the Exhibitor.

ASID NJ does not endorse, warrant, or guarantee any Exhibitor's products, services or business practices and Exhibitor shall not, in any manner, represent or imply otherwise.

15. NO WAIVER: The failure to insist upon the strict performance of this Agreement, including the Terms and Conditions shall not constitute a waiver of ASID NJ's rights hereunder. No waiver of any right shall be deemed a waiver of any succeeding breach of the same or any other provision hereof. No provision of this Agreement may be deemed to have been waived by ASID NJ unless such waiver shall be in writing signed by ASID NJ.



- 16. COMPLIANCE WITH LAWS: By entering into this Agreement, Parties represent and warrant that they are in compliance with all federal, state, and local laws, rules, and regulations necessary to carry out their obligations under this Agreement. Parties shall be individually responsible for maintaining continued compliance with such laws and regulations, including but not limited to licenses, permits, certifications, and insurance.
- 17. SEVERABILITY: This Agreement is complete and represents the entire agreement between the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be modified without a signed writing by both Parties. This Agreement may not be assigned by a Party without the written consent of the other Party. If any clause is declared illegal or invalid, the remainder of this Agreement (including these Terms and Conditions) shall remain enforceable, its clauses being severable.

This Agreement is not binding on the ASID NJ until signed by an authorized representative of ASID NJ.

Any modifications to this Agreement must be in writing and signed by both the ASID NJ and the Exhibitor.

ASID NJ may cancel this Agreement at any time upon written or electronic notice to Exhibitor. The failure of Exhibitor to perform any service under this Agreement or a failure to perform any provision under this Agreement will be considered a Breach of Agreement and ASID NJ shall be able to terminate this Agreement and seek any damages.

Accepted and agreed to:

BY Exhibitor:

(Signature and Title)

Date:_____

BY ASID NJ:

(Signature and Title)

Date: _____



Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION AN All information will remain confidential	d return.	Mail completed contract and check (payable to ASID NJ) payment to: ASID NJ Trade Show	
Name: (as it appears on card):		P.O. Box 6865 Freehold, NJ 07728	
Company:		Chapter Office Number: 732.787.5981	
Billing Address:		OR E-mail with Credit Card Authorization Form to: administrator@nj.asid.org	
City/Town:	Zip		
Code:			
Credit Card Type: American Express Visa Other:	Master Card		
Credit Card Number: E Code:	xpiration Date:	Security	
Amount to Charge: \$ (USD)			
I authorize ASID New Jersey to charge the amount listed for this purchase in accordance with the issuing bank ca		provided herein. I agree to pay	
Cardholder – Please Sign and Date			
Signature:			
Print Name:	Date:		

Return the completed and signed form by email to: administrator@nj.asid.org