



# 2018 *Design IT* DESIGN EXPO ASID NJ NON-MEMBER EXHIBITOR CONTRACT

This Agreement, dated \_\_\_\_\_ is between the New Jersey Chapter of the American Society of Interior Designers, a not-for-profit membership association in the State of New Jersey ("ASID NJ"), and

Company Name ("Exhibitor"): \_\_\_\_\_

**Trading As** Company Name to appear on signage and in the directory listing:

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

City: \_\_\_\_\_ State, Zip Code: \_\_\_\_\_

1. **Products or Services to be displayed:** \_\_\_\_\_

2. **Company person responsible for set-up logistics:** Provide the name of the individual who is to receive ALL FUTURE CORRESPONDENCE regarding set-up information and ON-SITE INFORMATION. This person is responsible for forwarding all show guidelines to on site personnel.

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ ASID Membership #: \_\_\_\_\_

Cell: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. **Show Date:** **Wednesday, September 12, 2018**

Design Fair Hours: 1:00 pm – 5:00 pm. BOOTHS MUST STAY OPEN UNTIL 5:00 pm

**Move-In Date & Time:** *2018 move-in and set-up is day BEFORE show as follows:*

Day BEFORE show: **Tuesday, September 11, 2018; 1:00 pm – 6:00 pm**

*Accommodations will be made for completing set-up on morning of show during these hours:*

Wednesday, September 12, 2018; **6:30 am – 11:30 am**

**Note: Day of Show move-in will be RESTRICTED to those exhibitors unable to move-in Tuesday**

4. **Show Location:** **LIBERTY SCIENCE CENTER**

**222 Jersey City Boulevard**

**Jersey City, NJ 07305**

**Phone: (201) 200-1000**

5. **Exhibitor Information:** Exhibitors are responsible for their own security.

**Show Floor Location:** First floor in the PSE&G Court and the adjoining Museum Store.

**Booths:** All booths are 8' deep with 8' high rear drape and 3' minimum height side drape. There are three (3) widths: 8' width, 10' width and seven (7) Premium 16' width 'double booths' capping the end of each row (aka/ Endcap locations).

**Tabletops:** Table size is 72" wide x 30" deep with one (1) chair to side of table. Tabletops are only in areas where booths cannot be accommodated. Tabletop Exhibitor's displays, product and signage must be confined to table surface; no floor space may be utilized.

**Drape / Skirt Colors:** Light Gray drape (for booth rear and sides). Black table skirts.

6. **Payment Terms:** PAYMENT DEADLINE: Full payment must be received by **August 10, 2018 for all booths, tabletops, packages, and ads. NO REFUNDS after August 10, 2018** (see Refund Policy, below). PAYMENT INCENTIVE: Pay 50% of your order by **July 2, 2018** to participate in the *Pick Your Booth* at the Chapter's summer social event.

7. **Refund Policy:**

Any Exhibitor's Contract cancelled by Close of Business on July 2, 2018, will receive a 50% refund on the amount deposited.

Any Exhibitor's Contract cancelled by Close of Business on August 10, 2018, will receive a 25% refund on the amount deposited. **After August 10, 2018, there will be no refunds issued.** Cancellations must be emailed to administrator@nj.asid.org by the refund deadline.



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### 8. ASID NJ IP-Member Agreement for your Booth(s) and/or Tabletop(s):

a. The Exhibitor requests to utilize the Booth(s) or Tabletop(s) and Add-ons from ASID NJ as described and selected below:

Please print your Company Name:	NON-MEMBER EXHIBITOR REGISTRATION												
	À LA CARTE REGISTRATION						EARLY BIRD PACKAGES <small>Requires 50% deposit with signed contract by July 2, 2018</small>						
	DESCRIPTION of Included Benefits and Available Add-ons	16'x8' Endcap Only 7 Available	10'x8' Standard	8'x8' Standard Limited Availability	6' Tabletop No floor Space	À la Carte Add-on Items		16'x8' Endcap Only 7 Available	10'x8' Standard	8'x8' Standard Limited Availability	6' Tabletop No floor Space	Add-on Items	
Registration Fee [ Early Bird Package VALUE ]	\$3,000	\$1,500	\$1,425	\$1,125	QTY	Rates	\$3,720 [ \$4,236 ]	\$1,860 [ \$2,376 ]	\$1,785 [ \$2,301 ]	\$1,485 [ \$2,001 ]	QTY	Rates	
Booth or Table Signage	✓	✓	✓	✓			✓	✓	✓	✓			
Skirted Table(s)	2	1	1	1			2	1	1	1			
Chair(s)	2	2	2	1			2	2	2	1			
Electric Outlet(s)	2	1	1	None			2	1	1	None			
8' H Back Drape/ 3' H (min.) Side Drape	✓	✓	✓	N/A			✓	✓	✓	N/A			
Complimentary Passes to Exhibit Floor for Your Non-member Designers	✓	✓	✓	✓			✓	✓	✓	✓			
Continental Breakfast	✓	✓	✓	✓			✓	✓	✓	✓			
Keynote Luncheon Ticket	✓	✓	✓	✓		\$65	✓	✓	✓	✓		\$65	
Exhibitor Lunch ( <i>not</i> Keynote Luncheon)						\$32						\$32	
Closing Celebration Party Ticket	2	✓	✓	✓		\$60	2	✓	✓	✓		\$60	
Mobile Guidebook Listing	✓	✓	✓	✓			✓	✓	✓	✓			
Mobile Guidebook Listing with Live Link to your Website						\$36	✓	✓	✓	✓			
Printed Directory Listing	✓	✓	✓	✓			✓	✓	✓	✓			
Printed Directory Listing with your Company Logo						\$240	✓	✓	✓	✓			
Half-Page Color Ad in Printed Directory						\$360		✓	✓	✓			
Full-Page Color Ad in Printed Directory						\$720	✓						
Single Slide Ad on 2nd Fl. Video Screen						\$240	✓	✓	✓	✓			
15 Second Video or Multi-Slide Ad on 1st Fl. Jumbotron (without sound)						\$360						\$360	
With 50% deposit & contract received by July 2, participate in Pick Your Booth at July Summer Social event!	Register for Summer Social-Pick Your Booth Online						\$TBA	Register for Summer Social-Pick Your Booth Online					\$TBA
Circle your Booth selection, mark QTYS & total Add-on Items:	\$3,000	\$1,500	\$1,425	\$1,125		\$	\$3,720	\$1,860	\$1,785	\$1,485		\$	
GRAND TOTAL PURCHASED:	= \$						= \$						
50% DEPOSIT DUE with contract <b>BALANCE DUE AUGUST 10, 2018</b>	GRAND TOTAL X 50% = \$						GRAND TOTAL X 50% = \$						

### b. MOVE-IN and SET-UP (please initial below):

\_\_\_\_\_ I will Move-in and Set-up on **Tuesday, September 11, 2018; 1:00 pm – 6:00 pm**

\_\_\_\_\_ I am *unable* to Move-in Tuesday, please contact me.



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5. **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 Liberty Science Center 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 adding the "New Jersey Chapter of the American Society of Interior Designers" as an additional insured must be provided prior to exhibiting in the EXPO.**
6. **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 the Liberty Science Center, as may be amended by the ASID NJ and/or Liberty Science Center from time to time, as well as all applicable federal, state and local laws, ordinances, rules and regulations.
7. **HOLD HARMLESS AND INDEMNIFICATION CLAUSES:** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER ASID NJ NOR LIBERTY SCIENCE CENTER 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 NEGLIGENCE OF EXHIBITOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, GUESTS, LICENSES OR INVITEES, OR ANY PERSON ENTERING THE BUILDING KNOWN AS THE Liberty Science Center, Jersey City, 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 THE Liberty Science Center.

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 LIBERTY SCIENCE CENTER 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 EXHIBITORS AGREEMENT WITH ASID NJ INCLUDING ANY BREACH OF THESE TERMS AND CONDITIONS. The Exhibitor acknowledges that neither ASID NJ nor Liberty Science Center 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.

8. **LIMITATION OF LIABILITY:** PARTICIPATION IN THE EXPO 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.



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9. **FORCE MAJEURE:** If the Liberty Science Center is unable to make all or part of the exhibit space available to ASID NJ, and as a result, the ASID NJ is unable to make all or part of the exhibit space available to Exhibitor; or if Liberty Science Center is prevented from performing or providing any of its obligations, services and/or utilities to ASID NJ, and as a result, the ASID NJ is unable to provide same 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, acts of third parties or any causes beyond the reasonable control of ASID NJ, then this Agreement shall terminate and the Exhibitor hereby waives any claim against ASID NJ and the Liberty Science Center 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.
10. **CHARACTER OF EXHIBITS:** Each exhibit shall be in good taste and in keeping with the general nature and elegance of the EXPO. 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 Exposition 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 Exposition 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.
11. **LIGHTING:** Banquet Hall overhead lighting is provided.
12. **ARBITRATION:** 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 at a mutually agreeable location 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.
13. **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 whom will set up and/or man the space.
14. 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 vendor will indemnify, defend, and hold harmless ASID NJ for any claims arising out of the requirement of the vendor to pay taxes and for any claims arising from product defects sold by the vendor.
15. 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.
16. **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.
17. **SEVERABILITY:** 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.
18. This Agreement is not binding on the Chapter until signed by an authorized representative of the Chapter.

**Accepted and Agreed to:**

BY Exhibitor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature & Title:

BY ASID NJ: \_\_\_\_\_ Date: \_\_\_\_\_

Signature & Title:

<p><b>Mail completed contract and check</b> (payable to <i>ASID NJ</i>) <b>payment to:</b> <b>ASID NJ</b> <b>P.O. Box 6865</b> <b>Freehold, NJ 07728</b></p> <p><b>OR Email with Credit Card Auth. Form:</b> <b>administrator@nj.asid.org</b></p>
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