

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

Со	mpany Name(" <b>Exhibitor"</b> ):_						
Tra	<b>nding As</b> Company Name to	appear on signage and in the directory lis	sting:				
			ASID Membership#:				
Со	mpany Address:						
Cit	y:	State, Zip Code:					
			Email				
Ad	vertising Contact:	Tel. #:	Email				
1.	Products or Services to be	displayed:					
<ol> <li>Company person responsible for set-up logistics: Provide the name of the individual who is to receive ALL FUTU CORRESPONDENCE regarding set-up information and ON-SITE INFORMATION. This person is responsible for forwarding show guidelines to on site personnel. Contact Name:</li> </ol>							
	Cell:	Phone:	_Email:				
3.	Show Date:	Tuesday, September 17, 2019					
	Design Fair Hours:	1:00 pm – 5:00 pm. BOOTHS MUST STAY OPEN UNTIL 5:00 pm					
	Move-In Date & Times:	Monday, September 16, 2019, 3 PM – 9 PM					
		Tuesday, September 17, 2019, 8 AM –	11:30 AM				
4.	Show Location:	<b>Bell Works</b> 101 Crawfords Corner Road Holmdel, NJ 07733 732-336-8818					
5.	Exhibitor Information:	Exhibitors are responsible for their own security.					
	<u>Booths</u> :	Booths are 10' wide by 8' deep with 8' high back drape.					
	<u>Tabletops</u> :	Table size is 72"wide x 30"deep, with one (1) chair to <b>side</b> . Tabletop Exhibitor's displays, product and signage must be confined to table surface; no floor space may be utilized.					
	Drape / Skirt Colors:	Rear drape color to be determined /	Black table skirts.				
	Carpet:	The show floor will not be carpeted. Booth carpet is available for rental from the show contractor.					

6. Payment Terms: PAYMENT DEADLINE: Full payment must be received by August 9, 2019 for all booths, tabletops, packages, and ads. NO REFUNDS after August 9, 2019 (see Refund Policy, below). PAYMENT INCENTIVE: Pay 50% of your order by \_\_\_\_\_July 1st, 2019\_\_\_\_\_\_. Booth assignments will be addressed in order of contract and deposit received.

#### 7. Refund Policy:

Any Exhibitor's Contract cancelled by Close of Business on July 1, 2019, will receive a 50% refund on the amount deposited. Any Exhibitor's Contract cancelled by Close of Business on August 9, 2019, will receive a 25% refund on the amount deposited. **After August 9, 2019, there will be no refunds issued**. <u>Cancellations must be emailed to administrator@nj.asid.org by the refund deadline</u>.



### 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 Requires 50% deposit with signed contract by July 1, 2019					
DESCRIPTION of Included Benefits and Available Add-ons	16'x8' Endcap Limited Available	10'x8' Standard	<b>6'</b> Tabletop No floor Space	A la Carte Ald-on floor		<b>16'x8'</b> Endcap Limited Available	10'x8' Standard	<b>6'</b> Tabletop No floor Space	Add-on Items	
Registration Fee	\$3,160	\$1,590	\$1,195	QTY	Rates EACH	\$3,760	\$1,890	\$1,495	QTY	Rates EACH
Booth or Table Signage	1	√	√			1	√	V		
Skirted Table(s) & Wastebasket	2	1	1			2	1	1		
Chair(s)	1	√	√			1	√	V		
Electric Outlet	1	√	√			1	√	√		
8' H Back Drape/3' H (min.) Side Drape	√	√	N/A			1	√	N/A		
Complimentary Passes to Exhibit Floor for Your Non-member Designers	1	1	1			V	√	V		
Continental Breakfast	1	√	√			1	√	V		
Keynote Luncheon Ticket	2	1	1		included	2	1	1		included
ADDITIONAL Keynote Luncheon Tix					\$55					\$55
\$12 Deli Card if not attending Keynote					\$12					\$12
Complimentary Wine or Beer	1	√	√			1	√	√		
Printed Directory Listing	1	√	√			1	√	√		
Half-Page Color Ad in Printed Directory					\$425		√	√		
Full-Page Color Ad in Printed Directory					\$850	1				
Circle your Booth selection, mark QTYs & total Add-on Items:	\$3,160	\$1,590	\$1,195		\$	\$3,760	\$1,890	\$1,495		\$
GRAND TOTAL PURCHASED:				=\$					=\$	
50% DEPOSIT DUE with contract BALANCE DUE AUGUST 9, 2019	GRAND TOTAL X 50%			=\$	= \$ GRAND TOTAL X 50%			=\$		

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

\_\_\_\_I prefer to move-in and Set-up on Monday, September 16, 2019; 3 pm - 9 pm

\_\_\_\_\_I prefer to move-in and Set-up on Tuesday, September 17, 2019; 8 am – 11:30 am



#### 9. Floor Plan Assignment:

*Chapter Sponsors*: If sponsor contract is received before July 1, 2019, sponsor will receive priority status. After July 1, 2019 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 firm will be allowed to assign their contracted location to another firm.

#### 10. Additional Information: Please contact -

Linda Wagner, ASID	732-859-5945	President-Elect@nj.asid.org				
ASID NJ President-Elect						
Charles Sacks	732-381-0683	info@csslighting.com				
CSS Lighting & Design Resource, Co-Chair						

11. 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.

This Agreement is subject to all TERMS AND CONDITIONS printed on the following pages, including but not limited to, all limitations of liability and indemnification obligations, and such TERMS AND CONDITIONS becomes a part of hereof.

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

#### **TERMS AND CONDITIONS**

- **1.** FIRE REGULATIONS: All exhibits must meet the requirements of the Holmdel Fire Department and Bell Works, including the requirements that all decorations, draperies, and/or fabrics meet fire code compliance.
- 2. INSTALLATION/MAINTENANCE & LABOR: Exhibits must be fully installed by Tuesday, September 17, 2019 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") by 11:30 AM on Tuesday, September 17, 2019. 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 Bell Works holding area by 9:00 PM on Tuesday, September 17, 2019. 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 Bell Works from exhibitor's failure to vacate.
- **3.** 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.
- 4. CHANGES: ASID NJ reserves the right to change the EXPO dates or site or to cancel if the EXPO 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.



- 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 Bell Works 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 Bell Works, as may be amended by the ASID NJ and/or Bell Works 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 BELL WORK 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 BELL WORKS, HOLMDEL, 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 BELL WORKS.

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 BELL WORKS 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 Bell Works 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. The Columns and floors in the space are considered historic and therefore, must be protected from damage – nothing is allowed to be placed on the columns. To protect the floors, the building requires the vendors to use only hand trucks and carts with rubber wheels.

8. <u>LIMITATION OF LIABILITY</u>: 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.



- 9. FORCE MAJEURE: If Bell Works 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 Bell Works 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 Bell Works 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. Any vendor with special electrical needs <u>must</u> contact Charles Sacks to discuss 732-381-0683. The Bell Works contract does not permit the distribution of food or drink on the show floor.
- 11. LIGHTING: Additional booth Lighting is available from Ocean Exhibitions. All exhibitor lighting must be LED, and 3-line grounded cords must be used.
- 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 there of.
- **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 ASIDNJ.
- **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.
- **19.** Any modifications to this Agreement must be in writing and signed by both the ASID NJ and the Exhibitor.
- **20.** 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 shall be able to terminate this Agreement and seek any damages.



Accepted and Agreed to:		
BY Exhibitor:	Date:	Mail completed contract and check (payable to ASID NJ) payment to:
Signature & Title:		ASID NJ
0		P.O. Box 6865
BY ASID NJ:	Date:	Freehold, NJ 07728
Signature & Title:		Chapter Office Number: 732 787 5981
		OR Email with Credit Card Auth. Form: administrator@nj.asid.org

# TRADE SHOW SPONSORSHIP OPPORTUNITIES: (WITH BOOTH OR TABLE PURCHASE)

<u>Breakfast</u> - Up to 2 companies = \$1,500.00 Includes signage and sponsor's ad in directory (in addition to company ad)

<u>Keynote Luncheon</u> - Up to 2 Sponsors - \$5,500.00 each = \$11,000 Includes special signage at the luncheon and table recognition along with a 2-minute elevator pitch to the audience

<u>Cocktail Hour</u> - Up to 4 companies - \$1,500.00 each = \$6,000.00 Includes signage and sponsor's ad in directory (in addition to company ad)

<u>Swag Bag</u> - 1 Sponsor - \$1,000.00 Includes imprinting on bag and sponsor's ad in directory

<u>Afternoon Coffee</u> - 1 Sponsor - \$1,000.00 Includes signage and sponsor's ad in directory (in addition to company ad)

<u>Tabletop Sponsor</u> - 1 Sponsor - \$1,000.00 - presents awards to winning students (tabletop) Sponsor's ad in directory (in addition to company ad)

**Easel Display** – Maximum of (9) @\$300.00 each (custom products designed just for Trade Show in special display area), signage

\_\_\_\_YES, I would like to be a sponsor. Please list which option named above that you wish

to sponsor (i.e., Afternoon Coffee at \$1,000).

\_\_\_\_\_ @ \$ \_\_\_\_\_

I have added this amount to my check along with my booth payment. I have added a separate check for this sponsorship. Please charge this fee to my credit card \$\_\_\_\_\_



## Authorization for Credit Card Use

PRINT AND COMPLETE All information will rem		ION AND RETURN.		
Name on Card:			-	
Company:			-	
Billing Address:				
		ZIP	-	
Credit Card Type:	Visa	Master Card	Discover	_ Amex
Credit Card Number:				
Expiration Date:				
Security Code:				
Amount to Charge:	\$	USD)		
I authorize ASID New Je accordance with the iss			credit card provided herein.	I agree to pay for this purchase in
Cardholder – Please Sig	gn and Date			
Signature:			_	

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Return the completed and signed form to the following:

By email: administrator@nj.asid.org