



Electronic Retailing Association
Leaders in Direct-to-Consumer Commerce

ERA Exhibit Space Contract
 2010 ERA Great Ideas Summit
 Hilton Riverside, New Orleans, LA • February 2-3, 2010

This agreement will become a binding contract upon written acceptance by the Electronic Retailing Association (ERA). By signing the agreement, the exhibitor acknowledges that they have reviewed and accepted the terms of the exhibitor rules and regulations as outlined on ERA's website, www.retailing.org. This contract should serve as your official INVOICE.

Company Name: _____ Address: _____
 City/State/ Zip: _____ Country: _____
 ERA Member? Yes No E-mail: _____
 Phone: _____ Fax: _____

Exhibit Space Fees		
Square Feet	Member	Non-Member
100	\$2,625	\$3,675

Desired Booth Number _____
 Option #1: _____ Option #2: _____
 Total Booth Fee: \$ _____

Contract & Cancellation Policy Acceptance (please read and check box below)

The exhibitor has read and accepted the exhibitor rules as set forth in this contract. The exhibitor understands that participation will be limited to those companies whose products and/or services are of specific interest to the exposition, as determined by ERA in its sole discretion. Please sign below.

CANCELLATION OF BOOTH SPACE. Space will be considered cancelled by the exhibitor on the date that written notice of cancellation is received by ERA. In the event that the exhibitor cancels all or part of the exhibit space contracted for hereunder, refunds will be given as follows: Cancellation prior to December 1, 2009 shall be assessed a cancellation fee of 50% of the total space cost. **After December 1, 2009, there will be NO REFUND.** If the exhibit space is not occupied by the exhibiting company one hour prior to the exposition opening, exhibitor shall be deemed to have cancelled. ERA shall have the right to use such space as it deems appropriate and the exhibitor shall pay ERA all amounts, which would have been due under the terms of the contract.

Signature: _____ Date: _____

Name (Print): _____ Title: _____

Contract Accepted by (ERA): _____ Date: _____ Booth #: _____

Method of Payment (50% deposit due with contract. After December 1, 2009, full payment must accompany contract).

Check (payable to the Electronic Retailing Association) Credit Card (circle one): AMEX VISA MASTERCARD

TOTAL TO BE CHARGED: \$ _____

Card Number: _____ Expiration Date: _____

Cardholder Name: _____ Signature: _____

Mail form complete with payment to:

Electronic Retailing Association • 2000 North 14th Street, Suite 300 • Arlington, VA 22201
 Phone: 703.841.1751 • Fax: 703.841.8290 • Website: www.retailing.org • E-mail: keppsteiner@retailing.org

*Member must be in good standing at time of the event in order to qualify for member pricing rate



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EXHIBITION RULES AND REGULATIONS

ALL OFFICIAL ERA POLICIES & PROCEDURES APPLY.

- 1. PAYMENT AND TERMS.** A 50% deposit must accompany the contract. Final payment is due by December 1, 2009. If contract is submitted on or after December 1, 2009, full payment is required. ERA has the right to reassign any booth not paid for in full by December 1, 2009.
- 2. ELIGIBLE EXHIBITORS AND EXHIBITS.** Exhibitors will be limited to those companies or other entities offering materials, products or services of specific interest to attendees as determined by ERA in its sole discretion. ERA also reserves the right to determine the eligibility of any product for display at the exposition. Only the sign of the company whose name appears on the face of this contract may be placed in the booth or in the printed list of exhibitors.
- 3. BOOTH DISCOUNTS.** ERA policy does not allow discounts on the sale of booth space other than what is permitted according to the official written exhibit contracts of that particular year. The official discount structure will be disclosed on all contracts. Additional booth size discounts will be posted on the ERA website. ERA reserves the right to provide universal discounts for booth participation as long as it is applied to each and every exhibitor.
- 4. EXHIBITS/EXHIBITING.** Booth: A booth is defined as an official space on the tradeshow floor that is purchased on a square foot basis by one single company and provides an avenue for an exhibiting company to display their wares for the allotted period of time.
- 5. DISPLAY RULES.** Exhibit features, components, and identification signs will be permitted to a maximum height of 10'. Exhibit fixtures, components, and identification signs will be permitted at a maximum height of 8'. If a portion of an exhibit booth extends above 8' height, the exhibit booth background will detract from the overall impact of the exhibit directly behind that booth regardless of how the rear of the offending exhibit is finished. All display fixtures over 4' in height and placed within 10 linear feet of an adjoining exhibit, must be confined to that area of the exhibitor's space that is a least 5' from the aisle line.
- 6. EXHIBITOR USE OF SPACE.** You may not assign, sublet, or apportion the whole or any part of your allotted booth space. In addition, you may not advertise or display products or services other than those manufactured or sold in your regular business. Exhibiting company descriptions in the on-site program will be limited to one company name and identity listing regardless of affiliations or mergers.
- 7. ARRANGEMENTS FOR EXHIBITS.** Prices quoted include aluminum framed; draped booths and a one-line ID sign, 7" high and 44" long, carrying the exhibiting company's name. The background will consist of standard 8' drapes with 36" side rail drapes. Aisles will be carpeted. Exhibitors are required to carpet their booths if the exhibit hall is not already carpeted by the facility. Exhibitors assigned island space may exceed height limitation only with prior show management approval. This approval to exceed the height limitations must be requested in writing no later than 90 days prior to the exposition. Approval for a company to exceed height limitations will be granted in writing from ERA only. ERA is the sole judge of what is objectionable and may require the exhibiting company to drape off offending areas and bill the exhibitor for the cost of draping (close off drape). Displaying signage for product or activity promotion is not permitted outside the contracted space. No display, custom built or regular may have fins or side extensions of any kind that interfere or obscure the view of the adjoining booths. No exhibit will be permitted which interferes in any way with adjoining booths. Pre-show approval is needed from ERA on all advertising adjustments that are outside the physical space of your booth. Advertising material or signs are prohibited in the exhibit area, registration area or meeting room except in booths rented for that purpose.
- 8. SIGNS AND BANNERS.** All signs and banners must be kept within your booth height restriction and set back 10 feet from adjacent booths. All exposed parts of displays must be finished and attractive when viewed from the aisles or adjoining booth. All hanging signs must have drawings available on-site for inspection. All signage, banners, etc. that will be hung from the ceiling in the convention area must be hung from existing structures. Load is not to exceed 75 lbs. per running foot. Note: exhibitors are encouraged to use lightweight materials in the construction of a hanging sign to eliminate excessive stress on the facility ceiling structure.
- 9. CANOPIES & CEILINGS.** Canopies, false ceilings, and umbrellas will not be permitted.
- 10. HOURS OF EXHIBITS.** ERA reserves the right to adjust exhibit hours to conform to the overall convention format. All exhibitors must be in place and in readiness one hour prior to the exposition opening. Each exhibiting company also agrees to dismantle their exhibit immediately after close of the exposition. Dismantling of exhibits may begin promptly at the close of the show on the final day. No portion of any exhibit may be removed before this time. Exhibitors must have all crates packed and ready for removal by the date established in the Exhibitor Service Manual. This contract incorporates all provisions of the Rules and Regulations as well as all provisions of the Exhibitor Service Manual and the Exhibitor agrees that all of these constitute part of this contract and are enforceable under the contract. ERA reserves the right to adjust installation and dismantle hours to conform to the overall convention program.
- 11. CANCELLATION OF BOOTH SPACE.** Space will be considered cancelled by the exhibitor on the date that written notice of cancellation is received by ERA. In the event that the exhibitor cancels all or part of the exhibit space contracted for hereunder, refunds will be given as follows: Cancellation prior to December 1, 2009 shall be assessed a cancellation fee of 50% of the total space cost. **After December 1, 2009, there will be NO REFUND.** If the exhibit space is not occupied by the exhibiting company one hour prior to the exposition opening, exhibitor shall be deemed to have cancelled. ERA shall have the right to use such space as it deems appropriate and the exhibitor shall pay ERA all amounts, which would have been due under the terms of the contract.
- 12. DECORATIONS.** ERA shall have full discretion and authority over the placing, arrangements, and appearance of all items displayed by exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach ERA for costs that may devolve upon Exhibitor thereby. An exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booth (i.e., no logos or graphics). If such surfaces remain unfurnished two hours before the show opens, ERA shall authorize the official decorator to effect the necessary finishing, and the exhibiting company must pay all charges incurred thereby. In addition, if set up has not been started on any display by 2 hours before the show opens, ERA reserves the right to have such display installed at the exhibitor's expense. All exhibits must be ready for the opening hour of the exposition. ERA will not allow any noise or moving of exhibits after the show opens.
- 13. ADDITIONAL SERVICES.** Carpenters, furniture, carpets, draperies, special signs, electrical and telephone service, etc., are available at extra cost to exhibitors. Exhibitors must arrange for all decorations and services. Arrangements for these materials and services should be made with ERA's Official Contractor. An Exhibitor Service Manual with order blanks and prices for these additional services will be provided each exhibitor approximately 60 days in advance of the show.
- 14. LABOR.** The exhibitor shall employ only labor, which will work in harmony with other labor employed at the site of the exposition. In the event that harmonious labor relations require the hiring of union labor, or in the event that ERA so requests, exhibitor shall employ (and cause its contractors to employ) only union labor. Refer to the Exhibitor Service Manual for details on union jurisdiction for the city the conference is held in.
- 15. PHOTOGRAPHY.** The photographic rights for the exposition are reserved to ERA. Photography of booths/pavilions other than your own is strictly prohibited. ERA reserves the right to remove anyone who is photographing the conference or any booths herein without express written pre-show approval from ERA. Individual booth photography in the exposition required by the exhibitors can be carried out at moderate charges by the official conference photographers (as designated by ERA) if desired. Exhibitors wishing to make their own arrangements for the photographing of their exhibit must seek pre-show written permission from ERA, whose permission shall not be unreasonably withheld.
- 16. SAFETY AND FIRE LAWS.** The exhibitor must strictly observe all applicable fire and safety laws and regulations. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden by ERA. Crowding will be restricted, and exhibits must not block aisles and fire exits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited by ERA. No storage behind exhibits is provided or permitted. Exhibitor must have flameproof certificates on site. All materials and fluids that are flammable/combustible are to be kept in safety containers outside convention center. Open fires, butane gas, oxygen tanks, compressed gas cylinders, hazardous materials, chemicals, lasers, etc., are not permitted. Anything in connection therewith necessary or proper for the protection of the building, equipment or furniture will be at the expense of the Exhibitor.
- 17. SECURITY.** ERA shall provide security service during the period of installation; show and dismantling of the exposition, but shall have no liability to exhibitor arising from the performance of such duties by said agency. The exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of ERA to supervise and protect the exhibitor's property within the exposition. Exhibitors may furnish additional guards at their own cost and expense.
- 18. ELECTRICAL SAFETY.** All wiring on displays or display fixtures must conform to the applicable standards established by the applicable government agencies and fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the exposition.



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19. SOUND LEVEL. Mechanical or electrical devices that produce sound must be operated so as not to prove disturbing to other exhibitors. ERA reserves the right to determine the acceptable sound level.

20. PERFORMANCE OF MUSIC. The exhibitor acknowledges that any live or recorded performances of copyrighted music, which occur in the exhibitor's booth, must be licensed from the appropriate copyright owner or agent. The exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold ERA harmless from any damages or expenses incurred by ERA due to the exhibitors' failure to obtain such licenses. Pre-show approval is required for any exhibitor who wishes to play or demonstrate music and or musicians at the conference.

21. EXHIBITOR CONDUCT, LOTTERIES, CONTESTS, IN-BOOTH, FOOD & BEVERAGE, MODELS, ENTERTAINMENT, DEMONSTRATIONS, DISTRIBUTION OF LITERATURE. The above, Operation of games of chance, lottery devices, the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written pre-show approval from ERA. Demonstrations or distribution of literature, samples, souvenirs, and publications, etc. must be conducted within the confines of the exhibitors' own booth. Distribution may not be conducted in the exhibit hall aisles or outside the contracted exhibit space. All demonstrations, advertising and promotional activities of an exhibitor must be confined to the limits of the assigned exhibit space. No outside demonstrations, meetings, product exhibits, displays or group product discussions may be conducted anywhere without the express written consent of ERA. Exhibitors are not permitted to bring their own food and beverage into the booth. With approval from ERA, all food & beverage must come directly from Hotel's catering service. The distribution of any articles that interferes with the activities or obstructs access to neighboring booths, or that impedes aisles is prohibited. The exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and attendees. Any practice resulting in complaints from any other exhibitor or any attendee, who in the opinion of ERA interferes with the rights of others or exposes them to annoyance or danger, may be prohibited by ERA. In addition, exhibitors are expected to conduct themselves in a rightful and civil manner so as to maintain reputation and credibility of the company exhibiting, the venue, and that of ERA. Gambling, drinking and boisterous behavior are not allowed. All giveaways must be approved by ERA. ERA has the right to request removal of exhibitor and offender for non-compliance. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for a period specified by ERA.

22. INSURANCE. Each exhibitor must provide ERA with a certificate of public liability insurance insuring against all claims, suits, and demands for personal property damage or injury occurring in or on the exhibitor's booth or island space or caused by any act or omission of the exhibitor, its agents, servants or employees. A minimum requirement of insurance coverage required is \$2,000,000.00 per occurrence. This certificate must also confirm that the exhibitor has its own theft insurance.

23. HANDLING AND STORAGE. All arriving goods and exhibits will be received at areas designated by ERA. The exhibitor shall make its own arrangement for shipment, delivery, receipt and the storage of such materials and empty crates. Such arrangements can be made through ERA's Official Contractor if desired, and the exhibitor shall in any event provide ERA's Official Contractor with copies of all Bills of Lading. All incoming goods and exhibits must be plainly marked and all charges prepaid. ERA is not liable for any claims or damages relating to damage to or loss of goods and exhibits shipped, delivered, received and stored by exhibitors.

24. REMOVAL OF EXHIBITS. ERA will maintain the cleanliness of all aisles. The exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the exposition has officially ended. Disturbing or tearing down an exhibit, without express pre-show written approval from ERA, prior to the official closing hour of the exposition, can result in a refusal by ERA to accept or process exhibit space applications for subsequent expositions. Exhibits must be removed from the exposition premises by the time specified in the Exhibitor Service Manual. In the event any exhibitor fails to remove its exhibit in the allotted time, ERA reserves the right, at the exhibitors expense, to remove and ship the exhibit through a carrier of ERA's choosing or to place the same in a storage warehouse subject to the exhibitors disposition, or to make such other disposition of the property as it may deem desirable without any liability to ERA.

25. DAMAGE TO PROPERTY. The exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns or floors or to standard booth equipment.

26. LOSSES. ERA shall bear no responsibility for damage to exhibitor's property, or for lost shipments either arriving at or departing from the exposition, or for moving costs. Damage to such property is the exhibitor's own responsibility. If an exhibit fails to arrive at the exposition, the exhibitor is nevertheless responsible for the exhibit space rental fee. The exhibitor is advised to insure against these risks.

27. ADMISSION. Admission to the exposition is open to adults affiliated with the industry served by the exposition. ERA shall have sole control over admission policies at all times. No persons less than 18 years of age will be admitted to the trade show at any time, especially during set up and break down.

28. EXHIBITOR PERSONNEL. Exhibitor personnel shall be restricted to exhibitors, employees, and agents and authorized full or part-time company representatives. Badge swapping is strictly prohibited. In the event that ERA has relevant proof that a badge swap has occurred, ERA has the right to remove both parties involved in the badge exchange from the conference. ERA also reserves the right to remove the priority points for the current exhibit year from the exhibitors point history. Exhibitor personnel shall wear badge identification furnished by ERA at all times. ERA may limit the number of exhibitor personnel at any time. The exhibitor must adequately staff booths during all open exposition hours. Exhibitor is not permitted to leave the booth unattended. Points will be deducted for booths left unattended as approved by ERA. ERA reserves the right to determine whether the character and/or attire of exhibitor personnel is acceptable and in keeping with the best interests of the exhibitors and the exposition.

29. CANCELLATION OR POSTPONEMENT OF EXPOSITION. In the event that the premises in which the exposition is or is to be conducted shall become, in the sole discretion of ERA, unfit for occupancy, or in the event the holding of the exposition or the performance of ERA under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of ERA, said contract and/or the exposition (or any part thereof) may be terminated by ERA. ERA shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of ERA. If ERA terminates said contract and/or the exposition (or any part thereof) as aforesaid, then ERA may retain such part of an exhibitors rental fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of ERA" shall include, but shall not be limited to, fire; casualty; flood; earthquake; explosion or accident; blockade embargo; inclement weather; government restraints; restraints or orders of civil defense or military authorities; acts of public enemy; riot or civil disturbance; strike; lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules orders, decrees, or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.

30. LIMITATION ON LIABILITY. The exhibitor agrees to indemnify, defend and hold harmless ERA, the exhibition hall facility, the owner of such facility, and the city in which this exposition is being held, and their respective officers, agents and employees, from and against all bodily and personal injury, loss, claims, or damage to any person or any property arising in any way from the use or occupancy of the space herein contracted by the exhibitor, its employees, agents, licensees, contractors or customers. The exhibitor shall also indemnify, defend and hold such parties harmless from and against all bodily and personal injury, loss, claims or damage to any person or property anywhere on the grounds of the exposition which is occasioned by any act or negligence of the exhibitor, its employees, agent

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