

# SAWLEX

The Sawmill & Logging Expo

May 29-30, 2009  
Mylan Park, Morgantown, West Virginia

## Exhibit-Space Application & Contract

Please complete all sections and mail with deposit of 50% of total exhibit space fees to:

SAWLEX 2009  
c/o Hugger Event Management, LLC  
231 Front Street, Suite One • South Portland, ME 04106  
T: 207-799-1356 • F: 207-799-1762

### 1. COMPANY INFORMATION

Enter your information as you would like to see it published in all show materials.

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

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

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

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

E-mail: \_\_\_\_\_ Web Site: \_\_\_\_\_

Primary Exhibitor Contact: \_\_\_\_\_

Contact phone/email (if different from above): Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

*By providing your fax, email, and phone information, you are agreeing to receive information from our company.*

#### Billing Address (if different from above)

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

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

### 2. SPACE SELECTION.

Enter exhibit space numbers in order of preference:

1)  2)  3)

For multiple booth spaces, enter combined numbers, e.g. 912/914/916/918.

### 3. EXHIBIT & SHOW DIRECTORY/BUYERS' GUIDE FEES

Indicate total exhibit space requested. All prices are in U.S. dollars. If this request for exhibit space is accepted, the exhibitor agrees to pay for said exhibit space in U.S. currency drawn on a bank located in the United States with 50% of total booth costs to be paid with this application and the balance of total booth costs to be paid before April 1, 2009.

Exhibit Space	Unit Cost	# of Booths/Sq. Ft.	Totals
Inside Booth—standard (10' x 10')	\$895	x _____ =	\$ _____
Inside Booth—corner (10' x 10')	\$995	x _____ =	\$ _____
Outside Display Only Space	\$0.80/sq.ft.	x _____ =	\$ _____
Outside Demo Space	\$0.95/sq.ft.	x _____ =	\$ _____
<div style="border: 1px solid black; padding: 2px; display: inline-block; transform: rotate(-90deg); transform-origin: left top;">           Show Directory &amp; Web Site         </div>	<input type="checkbox"/> Company logo with Directory listing plus Web banner ad .....	\$125	\$ _____
	<input type="checkbox"/> Inside front, inside back, back covers; 4C .....	\$500	\$ _____
	<input type="checkbox"/> Full page ad; B&W .....	\$250	\$ _____
	<input type="checkbox"/> 1/2-page ad; B&W .....	\$150	\$ _____
	<input type="checkbox"/> Center spread (2 pgs).....	\$400	\$ _____
<b>TOTAL</b>			<b>\$ _____</b>

### 4. ABOUT YOUR COMPANY

Brand names we will exhibit: \_\_\_\_\_

Type of equipment and/or services we will exhibit: \_\_\_\_\_

### 5. AUTHORIZATION

We fully understand that this form shall become a binding contract upon acceptance and is subject to the terms, conditions, rules, and regulations set forth herein, on the reverse side, and as set forth in the *Exhibitor Service Manual*.

Applicant's authorized signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print applicant's name: \_\_\_\_\_

## TERMS AND CONDITIONS

- 1. Eligible Exhibits:** HUGGER EVENT MANAGEMENT, LLC, "Show Management", reserves the right to determine the eligibility of any company or product for inclusion in the Show. No exhibitor shall exhibit or permit to be exhibited in the space allocated to him any merchandise other than that specified in his application.
- (a) Exhibitor agrees to display only new, unused, sawmill-, woodlot-, or logging-related products. Exhibitor will not display any products without the endorsement or approval of the manufacturer. Exhibitor represents that it has the full authority and all approvals necessary to display and sell its products at this show.
- (b) Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable, or inappropriate nature.
- (c) Exhibits must be staffed during all show hours.
- (d) Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management; or, if no alternative is available, Exhibitor may be required to forfeit its show participation rights.
- 2. Limitations of Liability and Indemnification:** Exhibitor, without regard to assignment, lease, distributor, or manufacturer's representative occupancy, shall indemnify, hold harmless, defend, and hold harmless the 2007 SAWLEX show, HUGGER EVENT MANAGEMENT, LLC, the exhibition facility/site, and their respective members, officers, directors, managers, agents, and employees ("indemnitees") from and against all losses, claims, liability, damage, actions, judgments, costs or expenses (including, but not limited to, attorney's fees and costs) brought against, recovered from, or assessed against indemnitees (i) from the breach of any representation or covenant set forth herein; (ii) for any injury or death of any person(s), or any loss—through theft or otherwise—of, or damage to, property arising in any way in connection with the use and enjoyment by Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the space; (iii) arising from the use of equipment, devices furnished to or used by Exhibitor, or other persons in connection with the Show, or the use of the space; (iv) arising out of the use of the exhibition premises. Such indemnification shall not apply if damage or injury results solely from the gross negligence or willful misconduct of the indemnitees.
- (a) Each party agrees that the federal and state courts sitting in Portland, Maine, have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent as may be disclaimed by law.
- 3. Building/Site Regulations:** The rules and regulations promulgated and in effect from time to time governing use and occupancy of the exhibit facility/site are incorporated by this reference herein for all purposes. Without limiting the foregoing, it is understood that the exhibitor shall neither injure nor mar, nor in any manner deface the premises. Exhibitor will not be permitted to drive nails, hooks, tacks, or screws into any part of any building or structure, or put up decorations or adhesive that would deface the premises. Also, no signs may be placed on any structure of the building(s), tents, or exhibit facilities.
- 4. Display Characteristics:** Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, but Show Management shall have no responsibility for any discrepancies or errors. Facility lighting may not illuminate all areas evenly and effectively, and Show Management assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see *Exhibitor Service Manual*). Show Management assumes no responsibility for temperature levels during set-up, exhibit, or take-down periods. All booth arrangements shall conform in all respects to the dimensional and height requirements as indicated in the *Exhibitor Service Manual*.
- (a) Distribution of samples and printed matter of any kind and any promotional material is restricted to the confines of the exhibit booth. The exhibitor shall design and maintain the exhibit in conformity with the general theme and tenor of the Show and shall keep said exhibit presentable at all times.
- (b) No signs or advertising devices shall be displayed outside of exhibit spaces other than those furnished by Show Management. Exhibitor shall arrange its exhibit so as not to obscure or prejudice adjacent exhibits.
- 5. Dismantling of Exhibits:** It is expressly forbidden for Exhibitor to dismantle or pack any portion of its exhibit booth prior to the official closing of the Show. All exhibits, samples, and other merchandise must be removed from the facility by Exhibitor according to the move-out schedule published in the *Exhibitor Service Manual*. Exhibitors who do not comply with these regulations will not be offered renewal of their spaces in subsequent shows.
- 6. Objectionable Activity:** The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Any photos, products, or other materials that could be found objectionable by the general public may not be openly displayed in exhibit booths. Exhibitors are prohibited from taking any type of photograph or videotape of the exhibition without the consent of Show Management. Unauthorized use of photography equipment or videotape equipment is subject to confiscation by Show Management.
- 7. Rejected Displays:** Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down and those outlined in the *Exhibitor Service Manual*. Show Management reserves the right to reject, to eject, or to prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without given cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of the ejection. If an exhibitor or an exhibit is ejected for violation of these rules or for any other reason, no return of rental shall be made.
- 8. Insurance:** Show Management shall not be responsible for any loss or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of Show Management, or its employees or agents. Exhibitor is required to follow and use all of the security arrangements made by Show Management for property and valuables when the Show is not open.
- (a) In addition, Exhibitor is required to provide, and keep in force during the Show period, including move-in and move-out periods, the following insurance coverage:
- (i) Worker's compensation and employer's liability insurance covering its employees in the state in which the show is being held, in accordance with the statutes, rules, and regulations promulgated by that state's governing authorities.
- (ii) Comprehensive general liability insurance, including blanket contractual liability insurance naming HUGGER EVENT MANAGEMENT, LLC as additional insured, with limits of \$1,000,000 combined single limit for bodily injury and property damage, or commercial general liability insurance naming HUGGER EVENT MANAGEMENT, LLC as an additional insured with limits not less than \$2,000,000 general aggregate, \$1,000,000 products-completed operations aggregate, \$1,000,000 personal and advertising injury limit, and \$1,000,000 each occurrence limit.
- (iii) All-risk property insurance covering all of Exhibitor's property brought into or used in connection with the Show, including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes (A) a waiver of subrogation against HUGGER EVENT MANAGEMENT, LLC, its members, managers, officers, employees and agents; and (B) limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged.
- (b) Certificates of insurance shall be furnished as soon as possible to Show Management, if requested by Show Management, prior to or following the Show.
- (c) Exhibitor understands that neither Show Management nor the site owners maintain insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance.
- 9. Labor:** Exhibitor hereby agrees to use qualified and approved labor at all times while in the facility/site, and to abide by all agreements made between the facility/site, the Unions (if applicable), and Show Management.
- 10. The Use of Exhibitor-Appointed Show Contractors:** Show Management shall require written notification from any exhibitor using the services of a company other than the official contractor. This notification should include the name and address of the contractor, name of the supervisor to be in attendance, a certificate of insurance, and a statement that the contractor will comply with all rules and regulations of the exhibition including observance of local labor rules. This information should be provided to Show Management at least 30 days in advance of the first day of move-in. Show Management assumes no responsibility for failure of performance by a contractor or subcontractor or their employees, or for their conduct or that of their employees.
- 11. Exhibit Logistics:** Detailed information—in the form of an *Exhibitor Service Manual*—will be mailed to exhibitors who are current according to the stated payment schedule. The manual will contain information regarding shipment, labor, electrical services, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly.
- 12. Payment for Space:** Exhibitor must be paid in full before it is allowed to move into the Show. Exhibitors who fail to make space payments in accordance with the terms on the reverse side will not be considered for space increases, location changes, or upgrades of any kind, and they are subject to cancellation without credit or refund.
- 13. Cancellation Policy:** Exhibitor may cancel this contract or reduce the total amount of space (or spaces). Show Management will refund all payments received only if written notice of the request for cancellation is received by Show Management before the application is accepted and signed by Show Management.
- (a) Once an application has been countersigned, written notice of a cutback or cancellation must be sent to Show Management. A credit of funds received prior to that date will be issued according to the following formula:
- 50% credit: 91 days or more prior to the Show's opening day;
  - 25% credit: 31–90 days prior to the Show's opening day;
  - No credit: 30 days or less prior to the Show's opening day.
- (b) For all exhibitors requesting a space reduction, Show Management reserves the right to relocate the exhibit or reconfigure it as determined by Show Management.
- 14. Official Show Directory:** All exhibitors shall cause to be listed in the official directory of the Show all lines of merchandise to be exhibited in their exhibit space.
- 15. Attendance:** Show Management shall have sole control over attendance policies at all times.
- 16. Subleasing/Sharing:** Assignment (in whole or in part), subletting, or licensing of space by Exhibitor, or use of the space not authorized in writing by Show Management is prohibited. The sharing of an exhibit booth by two or more companies is not permitted.
- 17. Electrical Work:** No wiring, installation of spotlights, or other electrical work shall be done except by the electrical contractor authorized by Show Management or the facility.
- 18. Fire and Safety Laws:** Federal, state, and city laws must be strictly observed. No exhibitor shall use any flammable decorations or coverings; and all fabrics or other material used for decoration or covering of tables or risers shall be flameproof. No decorations of paper, pine boughs, leafy decorations, or tree branches are allowed. Storage of flammable materials in Exhibitor's booth or behind the exhibitor truck wall is strictly forbidden. Exhibitor will be responsible to abide by city fire and safety codes that may be in effect. Smoking is prohibited on the Show floor and within facility buildings or tents. Aisle and fire exits cannot be blocked by exhibits.
- 19. Force Majeure:** In case of cancellation of the Show or due to unavailability of the exhibit space for the specified uses due to war, threat or acts of terrorism, governmental action or order, act of God, fire, strike, infectious disease, labor disputes, or any other causes beyond Show Management's control, this agreement shall terminate, and Exhibitor shall be entitled to the return of the rental fee for the exhibit space, less the pro rata share allocable to the exhibit space of the expenses incurred by Show Management in connection with the exhibition. In case of cancellation by Show Management for any other reason, or a change in the place or date of the exhibition, which is unsatisfactory to Exhibitor, Exhibitor shall be entitled to return of sums paid for the exhibit space. Refund of the rental fees, as provided in this section, shall be the exclusive remedy of Exhibitor against Show Management in the event the exhibition is canceled or rescheduled or the exhibit space is unavailable for use.
- 20. Show Location:** If for any reason, Show Management determines that the location of the Show should be changed, or the dates of the Show should be changed, no refund will be due Exhibitor; but Show Management shall assign to Exhibitor, in lieu of the original space, such other space as Show Management deems appropriate; and Exhibitor agrees to use such space under the terms of this agreement. Show Management shall not be financially liable or otherwise obligated in the event the Show is postponed or relocated.
- 21. Copyrighted Materials:** Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., that may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend, and hold harmless Show Management, its members, managers, directors, officers, employees, and agents, and each of them from and against any and all claims and expenses, including attorneys fees and costs, arising out of, or related to, Exhibitor's breach of this provision.
- 22. Use of Aisles and Common Areas:** The aisles, passageways, space behind exhibit booths, and overhead spaces remain strictly under the control of Show Management; and no signs, decorations, banners, advertising matter, products, trash or other, or special exhibits will be permitted outside the confines of Exhibitor's booth except by special written permission of Show Management. Uniform attendants, models, and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space.
- 23. Taxes and Licenses:** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or federal law applicable to its activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any governmental authority in connection with its activities at the exhibition.
- 24. Amendments to the Rules:** Show Management has full power in the interpretation and enforcement of all terms and conditions, and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.
- (a) Exhibitor agrees to comply with such terms and conditions. Exhibitor's failure to comply with such items, rules, and regulations shall entitle Show Management to terminate its obligations under this contract, and to remove Exhibitor from the Show, or to shut down or to darken Exhibitor's space.
- (b) Exhibitor agrees to comply with all pertinent laws, codes, and regulations of municipal or other authorities that affect the Show space.
- (c) No failure by Show Management to enforce, or any delay in the enforcement of, any rights or power by Show Management shall impair any right, power, or remedy that Show Management may have under this contract.