



# National Auctioneers Association

## EXHIBITOR CONTRACT

ID# \_\_\_\_\_

(FOR NAA USE ONLY)

### 61<sup>st</sup> International Auctioneers Conference and Show

July 13-17, 2010

Sheraton Greensboro Hotel at Four Seasons/Joseph S. Koury Convention Center, GREENSOBRO, NC

**Type or Print** \*This information will appear in the Conference and Show Program **EXACTLY** as typed.

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

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

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

Contact Name \_\_\_\_\_ Email Address \_\_\_\_\_

Web Address \_\_\_\_\_

**EXHIBITOR BADGE REQUEST** (A maximum of two complimentary exhibitor badges per 10x10 booth purchase, \$150 for each additional badge)

Representative 1 \_\_\_\_\_ Representative 2 \_\_\_\_\_ (complimentary) \$ \_\_\_\_\_ 0

Representative 3 (\$150) \_\_\_\_\_ Representative 4 (\$150) \_\_\_\_\_ \$ \_\_\_\_\_

**PAYMENT OF EXHIBIT SPACE**

All exhibit space is \$1,150 per 10' x 10' booth ..... # of booths \_\_\_\_\_ x \$1,150 \$ \_\_\_\_\_

**BOOTH SELECTION:** (see floor plan)

1st Choice \_\_\_\_\_ 2nd Choice \_\_\_\_\_ 3rd Choice \_\_\_\_\_ 4th Choice \_\_\_\_\_

Other exhibitors you do not wish to be near (be specific): \_\_\_\_\_

**SOCIAL MEAL TICKETS** (ALL Optional Social Meals require additional fees. One ticket required per person, per meal)

Welcome Party (Tuesday evening) \$35 x \_\_\_\_\_ = \$ \_\_\_\_\_

NAA's Fun Auction (Wednesday evening) \$45 x \_\_\_\_\_ = \$ \_\_\_\_\_

President's Gala (Thursday evening) \$60 x \_\_\_\_\_ = \$ \_\_\_\_\_

IAC Dinner (Friday evening) \$45 x \_\_\_\_\_ = \$ \_\_\_\_\_

Recognition Ceremony (Saturday lunch) \$35 x \_\_\_\_\_ = \$ \_\_\_\_\_

Networking Lunches (on trade show floor - one ticket required per lunch, per day)  Wed.  Thur  Fri \$30 x \_\_\_\_\_ = \$ \_\_\_\_\_

**MARKETING OPPORTUNITIES:** (Optional: Direct Mail List)

Select File Format:

1. Pre- and Post-Show Labels (Registered Auction Professionals)  Microsoft Excel File  Printed Labels \$250 \$ \_\_\_\_\_

2. Pre-Show Labels Only (Pre-registered Auction Professionals)  Microsoft Excel File  Printed Labels \$125 \$ \_\_\_\_\_

3. Post-Show Labels Only (Registered Auction Professionals)  Microsoft Excel File  Printed Labels \$175 \$ \_\_\_\_\_

**SUB TOTAL COST**

Full payment for contract space insurance and/or marketing opportunities. .... \$ \_\_\_\_\_

Add 3% convenience fee if paying by credit card ..... \$ \_\_\_\_\_

**TOTAL COST \$ \_\_\_\_\_**

**PRODUCT/SERVICE CATEGORIES**

Advertising	Auction Toppers	Consultants	Internet "Live" Auction Svc	Management Companies	Multimedia Services	Sign Lighting
Allied Association	Audio Systems	Credit Card Processing	Internet Marketing	Management Software	Online Auction/Reference Data	Signage
Apparel	Benefit Auction Software	Education	Internet Services	Mapping Services	Packing and Shipping	Title Company
Auction Equipment	Bond Companies	Financial Services	Lead Generation	Marketing Materials	Print Company	Trailers
Auction Schools	Brokerage Services	Franchise	Leasing Services	Marketing Services	Publications/Directories/Reference Materials	Video Production Services
Auction Software	Cell Phone Messaging	Insurance Carriers	List Rental Services	Merchandise		Virtual Tours
Auction Supplies	Consignment Services	Internet Audio Broadcasts	Mailing Services	Merchandise Liquidations		Web Design/Hosting

Using the list of categories on this contract, please circle the codes that represent the products/services you would like listed in the Conference & Show Program. These products/services will appear in the product/service index for cross-referencing. **PLEASE CIRCLE A MAXIMUM OF THREE CODES.**

**PAYMENT OPTIONS**

**Check enclosed** Remit in U.S. funds only

**Charge my Credit Card For Faster Service!** (add 3% convenience fee)

I authorize NAA to charge this credit card for the balance due.

Initial here \_\_\_\_\_

MasterCard  Visa  American Express  Discover

Credit Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

I agree to the terms and conditions as outlined with this agreement.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

COMPLETE &amp; RETURN SPACE CONTRACT WITH CHECK PAYABLE TO NAA.

**MAIL TO:** NAA  
Attn: Exhibit Sales  
8880 Ballentine Overland Park, KS 66214

**EXHIBITOR AGREES:**

Upon execution of this contract to pay the total cost of booth space. No space allocations will be made, nor will this contract be processed until payment is made for debts and obligations to NAA that are in excess of 30 days due and owing. NAA reserves the right to offset any debt 30 days past due with payments received under this contract, and in the event such exhibitor fails to submit payment for such past due indebtedness and its proportional payment due and owing pertaining to the space contract, NAA reserves the right to prohibit the exhibitor from participating in the Auctioneers Conference and Show and if monies due are not fully paid in addition to the above referenced indebtedness 60 days prior to the opening of the Show, the Association may, at its option, terminate and reassign this space to another exhibitor.

**That the Terms and Conditions are hereby incorporated in and made a part of this contract, and shall be binding on the parties hereto.**

NAA will have the right to make all space assignments in accordance with a first-come first-served rule. Exhibitors who purchase multiple 10X10 booths will be given precedence in booth selection in order to facilitate the design and flow of the tradeshow. NAA reserves the right to shift space assignment after the contract has been signed if it is necessary.

That NAA will have the right of interpretation and approval of all matters pertaining to the contract, rules and regulations.

**That no exhibitor shall reassign, sublet or share the whole or any part of the exhibit space allotted to the contracting firm without the express written consent of NAA.**

**That space will be considered cancelled by exhibitor upon the date that written notice of cancellation is received by NAA and refunds for cancelled space will be given as follows:**

**If space is cancelled before April 1, 2010, NAA will retain 30% of total booth cost.**

**If space is cancelled on April 1, 2010, or thereafter through and including May 4, 2010, NAA will retain 50% of total booth cost.**

**If space is cancelled after May 4, 2010, NAA will retain 100% of total booth cost.**

In the event the Show is cancelled because of reasons beyond the control of NAA, space fees already made will be returned to exhibitors on a pro rata basis, after all related Show expenses incurred by NAA, through the date of cancellation, have been met and such refund shall be accepted by exhibitor in full settlement of all loss or damage suffered by exhibitor.

If, by reason of fire, hurricane, earthquake, or another cause or condition beyond the control of NAA, Convention Center becomes unavailable, exhibitor hereby authorizes NAA to assign to exhibitor, in lieu of the space described herein, such space, regardless of size or location, in such other buildings as NAA may be able to procure for the holding of such exhibition, regardless of the location thereof. Exhibitor shall use and occupy such substituted space at the same rent and under the same terms and condition as are set forth in this contract, and NAA shall not be liable to Exhibitor for any loss or damage suffered by exhibitor by reason of such unavoidable postponement and relocation of the Exhibition.

**EXHIBIT INSTALLATION AND DISMANTLING****Move-in Schedule**

**Tues. July 13 8:00 a.m.- 5:00 p.m.**

**Wed. July 14 8:00 a.m.- 10:00 a.m.**

**Dismantling of exhibits may occur between 5-7 p.m., Friday, July 16, 2010 for those who can carry out items without assistance and create no noise. No portion of any exhibit may be removed before 5 p.m. on July 16. All others must dismantle between 8 a.m. and Noon on Saturday, July 17. ALL exhibits must be removed completely by Noon on July 17.**

**STANDARD BOOTH EQUIPMENT PROVIDED**

Included in the price of each booth will be an 8-foot-high draped background with 3-foot-high side rail drapery, a 7" x 44" company identification sign with company name, a draped table and two chairs. All other furnishings will be provided by the exhibitor at his/her own expense and responsibility.

**Exhibitor is required to provide floor covering and/or carpeting for the entire occupied booth space. If exhibitor does not have adequate floor covering by 8 a.m. on Wednesday, July 14 NAA will instruct the general**

**service contractor to place carpeting at the exhibitor's expense. The NAA and general service contractor shall not be liable for any damages or expenses incurred if items must be removed from the booth space in order to comply with this floor covering regulation.**

**GENERAL CONTRACTOR**

The NAA official general contractor is responsible for all arrangements with the decorator and drayage company.

A service desk in the exhibit area will be maintained by the NAA General Contractor during installation, exhibit hours and dismantling to handle all requests for service.

**DRAYAGE AND SHIPPING INSTRUCTIONS**

The Exhibitor Service Kit will contain information on where to ship all goods and display materials being shipped by public carrier.

All correspondence regarding drayage service should be directed to the general contractor.

**SPACE REGULATIONS**

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 NAA.

The distribution of magazines, newspapers and other literature outside exhibitor's assigned exhibit space and at official NAA Conference and Show hotels is prohibited.

The host state association cannot sell, rent, or lease exhibit space, demonstration space, allow signs or placards, or other commercial product identification at the convention center or convention hotel contracted by NAA.

Exhibitor agrees to comply with this provision and exhibit only at the conference site covered by this agreement. Exhibitor likewise agrees that exhibits are only allowed within the Convention hall and no outside demonstrations, meetings, seminars, education sessions, product exhibitions, displays, or group product discussions may be conducted anywhere without the express written consent of the NAA.

**ANNOYANCE** Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. In the event that any other exhibitor objects or protests to the noise level, NAA shall reserve the right to require the exhibitor to cease operation of the exhibit or take measures to reduce the noise level (over 85 decibels). Exhibitors are prohibited from using objectionable amplify or special lighting equipment. NAA also reserves the right to require exhibitors (at exhibitor's expense) to change, alter, modify or remove all or part of its exhibit due to any objectionable odors emanating from the display booth.

**FLOOR SAFETY** NAA reserves the right to stop any product demonstration on the show floor which is determined by NAA to be a hazard or not consistent with the rules and regulations of NAA exhibit policies or disrupt the Show.

**PRODUCT DISCOUNTS** - Exhibitors may advertise product discounts on future delivery orders in the exhibit area.

The use of helium balloons in exhibit design and/or promotional activities is prohibited.

The use of gambling or gambling equipment in exhibit design and/or promotional activities is prohibited. This includes the use of slot machines, roulette wheels, card and dice games, etc. The determination of whether any device or activity violates this prohibition will be determined by NAA.

Photography, video production and/or graphic reproduction of other exhibitors' booths and products displayed therein is strictly prohibited.

Serving of alcoholic beverages, beverages of any kind or food from exhibitors' booths is prohibited, unless approved by NAA.

Bridging of aisles or endcapping of booths is prohibited.

Visitors to the booth must be contained within perimeters of same. No overflow into the aisles will be permitted as fire regulations indicate all aisles must be free for egress in the event of an emergency.

All activities, drawings and/or giveaways must be approved in writing 30 days in advance by NAA. Final results must then be reported within 10 days of Show's conclusion.

All vendors must conduct themselves and their activities in a manner consistent with the guidelines expressed by the Equal Employment Opportunity Commission at 29 C.E.R. s1604.11 et seq.

Exhibitors are prohibited from using live animals in their exhibit without NAA approval.

Exhibitors who use costumed models or mannequins should be sure that their appearance and dress will not offend even the most critical.

Violations of any of the above mentioned rules may result in the cancellation of the Exhibitor Contract and removal of the exhibit from the Show without refund or liability to NAA.

#### **EXHIBIT DESIGN REGULATIONS**

It is the exhibitor's responsibility to ensure proper exhibit booth construction. Drapes, signs, banners, acoustical materials, cotton, paper, hay, straw, moss, split bamboo, plastic cloth shall be flame retardant or fabricated of inherently fireproof materials. Note: a flame test may be performed when deemed appropriate by the Fire Prevention Bureau or other such government agency.

Also, all flowers and trees must be live plants. No flammable fluids or substances may be used or shown in booths. All packing materials such as excelsior, cardboard cartons, etc. must be removed from the booth prior to the opening of the Show. No materials may be stored in the area behind the booth.

Operation of gasoline-powered vehicles will be permitted during move-in and move-out periods. However, all fueling of vehicles must be accomplished outside the exhibit hall.

If the Conference Site City has a contrary fire code or the convention dictates otherwise, the exhibitor agrees to comply with those regulations regarding gasoline-operated vehicles/equipment.

Gasoline-operated vehicles/equipment on display must have one (1) gallon or less fuel in tanks. Fuel tank caps must be locked or taped and battery cables must be disconnected and taped. Fuel is to be dispensed or removed with approved safety equipment. No LP tanks, empty or filled, are authorized to be stored in the building. No gasoline or other type of fuel-operated motor may be demonstrated inside the exhibit hall during the Show.

Written authorization by first, the Convention Center General Manager, and then, the Fire Prevention Division shall be required for the display and operation of any electrical, or mechanical devices which may be deemed hazardous by the Fire Prevention Division and the use or storage of flammable liquids or compressed gases.

Hazardous chemicals and materials are prohibited inside the building.

All electrical equipment must be U.I. (Underwriter Laboratories) approved. Installation of all such equipment is to be under supervision of the Convention Center Building Services.

Banners, decorative signs, etc., must be approved a minimum of 30 days prior to installation. Method of installation, location, and material used are subject to approval by the General Manager, Assistant General Manager, Operations, or Director of Building Services.

Any fountains must be waterproof and shall be tested prior to installation.

No "stick-on" decals and similar promotional items may be distributed in the building.

Any event involving movement of a vehicle using fuel as a propellant or use of electrical systems to demonstrate moving parts is prohibited without written approval of the local Fire Department. NAA will solely determine whether any of the articles or things are objectionable and the decision of NAA is final.

**All exhibits must conform to the International Association for Exposition Management display guidelines adopted by NAA and contained in the exhibitor service kit.**

NAA will have sole control over all admissions of persons.

NAA reserves the right to reject or prohibit any exhibit, or part thereof, including, without limitation, any person, article, conduct, printed matter, catalogue, or souvenir, that, in its opinion, is not suitable to and in keeping with the character of the exhibition.

#### **CARE OF BUILDINGS AND EQUIPMENT**

Exhibitors are cautioned that they are directly responsible for any damage to

the Convention Center. Nothing may be affixed to any wall, ceiling or floor without express written permission from the Convention Center. Any damage to floors caused by leaking equipment will be the direct responsibility of the exhibitor. Skids must be used on all pieces of heavy equipment not on wheels. Bolts, fasteners or other projects on skids must be counter-sunk to avoid damage to the floor.

#### **SECURITY SERVICE**

Each exhibitor will be responsible for his/her exhibit at all times. NAA, the Convention Center and the official convention services contractor shall not be liable for any loss, damage or displacement of any exhibitor's property due to any cause. Exhibitors are cautioned that small portable articles of value should be properly secured or removed for safekeeping after exhibit hours or whenever the booth is unattended.

#### **EXHIBITOR HOSPITALITY SUITES**

Exhibitors planning hospitality suites or outside activities of any kind whatsoever either prior to, during or subsequent to this Show, must provide NAA with a written schedule of such activities. Exhibitors on signing this contract expressly agree that such activities will not conflict with Show hours or any official event scheduled by NAA. Failure to comply with this could result in cancellation and removal of an exhibit without refund or liability to NAA.

#### **LIABILITY**

The exhibitor agrees to make no claim against the National Auctioneers Association, its members, any related companies, its agents or employees, or against the Convention Center, its agents or employees for any injury to any exhibitors, his employees, agents or property or for any loss by fire, water, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever while exhibitors and merchandise are in transit, or within the exhibit hall, nor for any damage to his business, for failure to provide space in the exhibit hall, nor for any action of the Association, its members, or agents for failure to hold the Show as scheduled. National Auctioneers Association reserves the right to restrict, close and remove exhibits which because of noise, method of operation, uncooperative personnel, discord in advertising or for any other reason becomes objectionable to the overall conduct, success and high standards established by the NAA Conference and Show.

The exhibitor further agrees to indemnify and hold harmless the National Auctioneers Association from any liability resulting from the acts of omissions of the exhibitor, its agents, servants or employees.

#### **REMOVAL OF EXHIBITS**

National Auctioneers Association reserves the right without notice and with no liability whatsoever for damage or loss, for inconvenience, or business interference, to close down, dismantle, dispose of, store or clear away from the premises, or to order such work to be done at the expense of the exhibitor, any exhibit display material, goods, property or merchandise of any exhibitor who fails to comply with any of the official Rules and Regulations of Show as set forth herein.

#### **SPECIAL REGULATION**

NAA is granted exempt status by the Internal Revenue Service because of the nature of its activities. In order that our annual Auctioneers Conference and Show may be conducted within the rules and regulations stipulated by the IRS, it is imperative that each exhibitor understands and agrees to the following:

That the NAA Show is not a specific sales facility for individual exhibitors. However, exhibitors may take orders for future delivery.

That the main purpose of the Show is the promotion and stimulation of interest in, and demand for the industry's products and services in general, and is conducted in a manner reasonably calculated to achieve the purpose.

That the Show is presented as a service to the industry and for the information and education of members and visitors through contact with exhibit personnel and products. Your cooperation in this matter is solicited.

The exposition is limited to those persons, firms, and corporations which have contracted and paid for exhibit space in exposition facility. No other persons, firms, or corporations will be permitted to demonstrate products, solicit orders, or distribute advertising matter on the floor of the convention or in exposition facility. Any person violating this rule will be promptly ejected from the convention hall.