



ACCA 2019 Conference & Expo
March 4-6, 2019 | San Antonio, TX

Air Conditioning Contractors of America (ACCA)
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EXHIBIT SPACE APPLICATION AND CONTRACT

By completing the following, you are making a formal application for exhibit space, which will become binding upon confirmation from ACCA.

Company Information

Company: _____
Exhibiting as: _____
Address: _____
City: _____ State: _____ Zip: _____ Country: _____
Phone: _____ Fax: _____ Website: _____
Primary Product/Service/ _____

Exhibit Contact Information (This individual will receive all future 2019 Conference communications)

Contact Name: _____ Title: _____
Phone: _____ Mobile: (_____) _____
Email: _____

Exhibit Space Rates: \$27.00 per square foot

Please reference the Online Floor Plan for current booth availabilities or contact Alex Skeete at exhibitsales@acca.org.

10'x10': \$2,700 10'x20': \$5,400 20'x20': \$10,800 Other:

***50% Deposit Required With Exhibitor Agreement to Guarantee Your Position on Show Floor**

Exhibit Space/Booth Number Preferences: 1 2nd

Companies you would prefer not to be near _____

Contract Acceptance for Exhibit Space Rental: The Exhibitor agrees that this agreement including the Rules & Regulations set forth in a separate document by Organizer with or without appropriate or timely payment of any and all fees; this agreement shall become binding and enforceable in accordance with its terms. Although Organizer will attempt to accommodate exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. Exhibitor acknowledges that it is not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in the 2019 ACCA Conference & Expo.

Deposit Required: Payment for space: Exhibitors selecting exhibit space can make two (2) payments; 50% deposit of the total cost of the exhibit space is due with your signed exhibitor agreement. Exhibit space will not be assigned/guaranteed without a 50% deposit or full payment if after July 28, 2018. Your balance is due on or before **September 30th, 2018**. Space applications received after September 30th, 2018 require 100% of the total space contracted for.

Cancellation Policy: Cancellations prior to **September 30th** are liable for the 50% of the exhibit fee. Any cancellations made after **September 30th, 2018** are liable for the full space contract amount.

By signing below, the signer certifies that he/she has the authority to sign this contract and bind the company listed above to this contract.

Name (please print): _____ Title: _____

Authorized Contract Signature X _____ Date: _____

Payment Information: Check enclosed Credit Card (complete form below)
Credit Card#: _____ Security Code: _____ Exp: _____

Name on Card: _____ Signature X _____

Total Amount to Charge \$ _____ Type: MasterCard VISA American Express

Credit Card Billing Address _____

ACCA Use Only

Date Received: _____ Deposit Received: _____ Assigned By: _____

Dimensions: _____ Total Square Feet: _____ Booth #: _____



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Terms and Conditions

CANCELLATION: The Exhibitor specifically recognizes and agrees that ACCA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate ACCA for ACCA losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of ACCA assigned booth space.

CANCELLATION DURING THE PERIOD OF:

| | |
|--|------|
| Through July 1 st | 0% |
| July 1 st , 2018 - September 30 th , 2018..... | 50% |
| September 30 th , 2018 or after..... | 100% |

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after September 30th, 2018. Failure to make full payment of 50% of total exhibit space rental fee by July 1st, 2018, 50% and 100% by September 30th, 2018 on a Contract filed prior to, or on, each respective date shall subject Exhibitor to Cancellation of Contract by NTP or ACCA, forfeiture of deposit made and liability for balance due. If booth space is not occupied by 5:00 pm, March 3rd, 2019, NTP shall have the right to use the space. Re-letting by NTP or ACCA of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment. Exhibiting companies, its subsidiaries and affiliated entities are required to maintain all their ACCA accounts current and in good standing. Failure to do so will result in the revocation of your right to exhibit at this event. Should your account not be in good standing all deposits paid towards the exhibit space will be retained by ACCA.

EXHIBIT HOURS: Show dates, location and hours are subject to change.

| | |
|--|------------------|
| Tuesday, March 5 th , 2019..... | 10:00am - 6:00pm |
|--|------------------|

SPACE: The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBITS: Standard booth background and side rails, decorated with background drape and uniform ID signs are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. They must be obtained through the official suppliers. Standard booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. If any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. All exhibit booths must be carpeted. Any deviation must be submitted to NTP for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If NTP gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price.

GENERAL RESTRICTIONS:

- Exhibitors are prohibited from using amplifying equipment that is objectionable to ACCA and NTP.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths.
- Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all Province and local regulations.
- NTP reserves the right to require modification of questionable exhibits.
- "Cash and Carry" sales are not permitted from the exhibit floor.
- Exhibitors using music in their booth, either live or mechanical, must provide NTP with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold NTP and/or ACCA harmless from any action brought against NTP or ACCA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshal.
- The laws of the state of Texas shall govern the construction, interpretation and enforcement of this agreement.
- Exhibitors may not begin dismantling their exhibit until the close of the show. Dismantling your exhibit prior to show close will result in loss of priority points for that show year.
- Exhibitors must display only products/services manufactured or distributed by their company.

LIABILITIES: Neither ACCA, its agents, and employees, NTP, its agents, and employees, and the Facility or its employees shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. In no event shall ACCA, its agents, and employees NTP, its agents, and employees, and the Facility or its employees be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement, or otherwise. Exhibitor agrees that the liability of ACCA, its agents, and employees, NTP, its agents, and employees, and the Facility or its employees for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit fees paid under this Agreement. The Exhibitor shall indemnify, defend and protect ACCA, its agents, and employees, NTP, its agents, and employees, and the Facility or its employees against, and hold and save ACCA, its agents, and employees, NTP, its agents, and employees, and the Facility or its employees harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts or negligence of, or failures to act by Exhibitor and, or any of their officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark. **The Exhibitor is required to provide a certificate of insurance to Show Management no later than Tuesday, February 12th, 2019.**

INSURANCE: Exhibitors and, or any of their officers, agents, employees or other representatives shall maintain Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and name ACCA, its agents, and employees, NTP, its agents, and employees, and the Facility or its employees as Additional Insureds. Exhibitors and, or any of their officers, agents, employees or other representatives shall maintain Worker's Compensation as required in Texas and/or by Facility. Exhibitors shall procure and continue in force insurance as required and must submit an original certificate to be submitted to ACCA Show Management no later than 30 days prior to the first day of exhibit installation (Deadline: July 20, 2018). Exhibitors or any of its officers, agents, employees or other representatives shall be responsible for their own property. ACCA will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless NTP, ACCA and Facility against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be mailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

ADMISSIONS: All persons visiting exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by NTP and ACCA.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by ACCA are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

EXHIBITOR APPOINTED CONTRACTORS (EACs): Exhibitors using companies other than the Official Service Contractor must advise NTP in writing of their intent no later than 30 days prior to the first day of installation. Exhibitors utilizing EACs agree to indemnify and hold harmless ACCA, NTP, and the Facility from any and all liability, including attorney's fees, which may arise due to the third-party contractor's (EACs) presence or actions. EACs agree to, when necessary, share with Official Service Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts final responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to NTP no less than 30 days in advance of installation. Insurance must include Commercial General Liability limit of \$1,000,000 per occurrence/\$2,000,000 aggregate.