



# 2008 Commercial Truck Expo Exhibitor Contract

November 17-18, 2008  
Mohegan Sun Casino Hotel • Uncasville, CT

_____	_____
EXHIBITING COMPANY	COMPANY CONTACT/TITLE
_____	_____
ADDRESS	COUNTRY
_____	_____
CITY/STATE	ZIP
_____	_____
PHONE	FAX
_____	_____
EMAIL	WEBSITE

**SPECIAL "NEW LAUNCH" RATE: \$2,200 per 8' x 10', \$27.50 sq/ft**

(Includes Basic Furnishings - 8' x 10' Carpet, 72" covered table, 2 chairs, waste basket and Booth I.D. Sign.)

**Mohegan Sun Casino Hotel** # of 8' x 10's [ \_\_\_\_\_ ] x [ **\$2,200** ] = \$ [ \_\_\_\_\_ ] USD BOOTH [ \_\_\_\_\_ ]  
**Uncasville, CT • November 17-18, 2008**

**Rate Table  
Standard Booth = 10' x 10'**

8' x 10'	\$2,200
8' x 20'	\$4,400
8' x 30'	\$6,600
16' x 20'	\$8,800
16' x 40'	\$17,600

**BOOTH SERVICE OPTIONS [These are additional options. See below for costs]**

**CORNER CHARGE** | \$125/show (Mandatory for all corner booths) # of shows [ \_\_\_\_\_ ] = \$ [ \_\_\_\_\_ ] USD

**DIRECTORY** | \$250  Please place my company logo in the Commercial Truck Expo Show Directory with complimentary 250 character company profile listing. = \$ **\$250.00** USD

**FAX Pgs. 1&2 TO: 203.878.2154**

**TOTAL COST FOR ALL SHOWS** \$ [ \_\_\_\_\_ ] USD

# TERMS AND CONDITIONS

- 1. Management and Exhibitor.** The term "Management" as used herein shall define the personnel, its agents and event partners, including but not limited to Unicommm, LLC acting on behalf of, or in concert with Management to produce this event. The term "Exhibitor" shall define the company and its personnel and agents selecting to participate in the exposition. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.
- 2. Exhibiting Companies and Products.** Management has the sole right to determine eligibility for a product or company in its exposition and may remove or relocate unsuitable exhibitors. Management shall have the right to change the location of assigned space for an Exhibitor. Exhibitor agrees not to assign or sublet its space allowed. Exhibitor may display or advertise only goods and services normally manufactured or offered in the course of its business.
- 3. Exhibit Space Rules and Contractor Services.** Management shall have the right to establish rules for the show and the use of exhibit space covered by this Agreement, including by not limited to the rules in the Exhibitor Service Manual. Management shall have full discretion and authority as to the placement of all decorations, signage and display items. Management may require the replacement or redecorating of an item, display or booth and no costs shall accrue to management because of such necessity. Exhibitors are responsible to cover or fix all areas Management may consider unsightly, at Exhibitor's expense. Should an Exhibitor be unfinished with installation as specified in the show rules, Management may take steps to finish said installation at the Exhibitor's expense. Should the Exhibitor fail to follow exposition deadlines for installation in terms of occupying the agreed upon booth space, Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid. No Exhibitor shall have the right to dismantle, unpack or vacate a booth prior to the end of the official show hours without the express written permission of Management. Management reserves the right to amend and enforce exposition regulations as it deems proper to assure the success of the event. Management has selected several "Authorized Contractors" and the use of their services by Exhibitors is highly encouraged.
- 4. Attendance.** Management shall have sole control over Attendance policies at all times. All Exhibitors agree to staff their booth(s) during exposition hours. Failure to do so will jeopardize any exhibitors acceptance in future shows.
- 5. Enjoyment of Reasonable Business Environment.** Management reserves the right to restrict booth size, noise, characters, lights, entertainment and methods of operation which is deems objectionable. Any behavior or equipment which Management finds to detract from the general appearance and intention of the Exposition may be grounds for eviction. Neon lights, gas, signs, helium balloons, taping items on the facility walls or columns are expressly prohibited. Exhibitors are encouraged to seek approval in advance of the show from Management for questionable items so as to eliminate additional removal costs on the behalf of the Exhibitor at the show. If the Exhibitor fails to comply with respect to show rules and this Agreement, Management may re-take possession of Exhibitor's assigned space, notwithstanding Exhibitor's continued responsibility for all payments due.
- 6. Fees and Deposits.** Exhibitor is responsible for timely submittal of fees as noted on the front side of this agreement. Should exhibitor delay payments, Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so. In the event of default by the Exhibitor, Exhibitor remains responsible for payments due and assumes the responsibility for all enforcement costs incurred by Management in collecting such fees.
- 7. Security.** Management provides perimeter guard services during show hours as noted in the Exhibitor Service Manual. Security for all Exhibitor equipment, materials and personnel remains the responsibility of the individual Exhibitor. Exhibitors should retain adequate coverage for theft, damage or any loss. Exhibitors are encouraged to have guards and insurance at their own expense.
- 8. Exposition Hours and Exhibitor Activities.** Management shall have the authority to set event hours, which may change upon notice to the Exhibitors. Exhibitors agree not to schedule or conduct any activities which conflict with exposition hours, including but not limited to: seminars, luncheons, receptions and hospitality suites. Distribution of Exhibitor literature and materials is limited to the confines of the Exhibitor booth space. Exhibitors are required to wear officially issued name badges provided by show management.
- 9. Music Licensing.** Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video and all costs for such licenses are the responsibility of the Exhibitor. Exhibitor may be prohibited from certain activities without proof of required licenses.
- 10. Liability and Insurance.** Management and/or the Exposition Facility, their agents and employees, shall not be responsible for any loss, theft, or damage to the property of the Exhibitor, his employees or representatives. Furthermore, Management and/or the Exposition Facility, their agents and employees shall not be responsible for any damage, illness or injury to Exhibitor personnel, agents or attendees. Exhibitor shall

indemnify and hold harmless Management and the Exposition Facility from all liability which might ensue from any cause whatsoever, including attorney's fees. Exhibitor agrees to maintain adequate insurance to fully protect Management, its co-sponsors, contractors and Exposition Facility from any and all claims which may arise in connection with the installation, operation and dismantling of the Exhibitor's display. This includes claims under Workers Compensation Act. Exhibitor will be required to pay for any damage caused by its employees or agents. Exhibitor must carry insurance naming Unicommm, LLC and the Exposition Facility as additional insureds on a policy containing not less than one million dollars (\$1,000,000 USD) for bodily injury, property damage and/or loss sustained in any one occurrence. A copy of the Certificate must be on file with Management not less than thirty (30) days prior to installation.

**11. Compliance.** Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the American with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all such codes and laws have been met, including issues related to facility services. Exhibitor is solely responsible to obtain all necessary permits and tax forms, including submitting any taxes or fees required by local, state or federal authorities.

**12. Postponement of Exposition.** If for any reason Management determines that the location or dates of an Exposition should be changed, no refund will be due to Exhibitor, and Management will assign to Exhibitor, in lieu of the original space, such other space as Management deems appropriate, and Exhibitor agrees to use such space under the terms of this Agreement. Management shall not be financially liable or otherwise obligated in the event that the Exposition is relocated or postponed.

**13. Cancellation or Termination of the Exposition.** In the event that the Exposition is unable to operate, in the sole determination of Management, whether due to Acts of God, terrorism, war, illness, public safety, strike, civil commotion, picketing, fire or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise, Management may cancel, postpone or terminate the Exposition. In the event of such cancellation, postponement or termination, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, the Exhibitor's pro rata share of the total amount paid by all Exhibitors, excluding deposits, less all costs and expenses incurred by Management in connection with the exposition.

**14. Exhibitor Cancellation or Nonpayment.** Exhibitor agrees that a reservation is made at the time of execution of this Agreement, whether or not accompanied by pending deposit, and it shall be regarded as valid and binding. Should Exhibitor decide to cancel after executing this Agreement, Exhibitor acknowledges that it is difficult to assess the full lost opportunity of Management to have provided space to others and the attendant expenses in doing so. As such, if written cancellation notice is received by Management 181 days or more prior to the event, Exhibitor is liable for 50% of the contracted amount; any written Cancellation notice received less than 181 days prior to the event, Exhibitor is liable for 100% of the contracted amount. Should Exhibitor fail to make timely payments as noted in this Agreement, Management reserves the right to reassign the space to another Exhibitor.

**15. Miscellaneous.** Management makes no representations or warranties as to the condition of the Exposition Facility, Contractors or Subcontractors involved or the success of the Exhibitor's efforts for which the exhibit space is to be used. This Agreement shall be governed as a whole in accordance with the laws of the State of Connecticut. Any actions arising out of enforcement of this Agreement must be initiated in the State of Connecticut. This Agreement and these "Terms and Conditions" represent the sole and entire agreement between Management and the Exhibitor, and it supersedes all prior agreements and discussions. Show management does not offer exclusivity for any product or service, nor does it guarantee that exhibitors will not be placed in proximity to competitors. Corner space requests are not guaranteed. "Corner" means at least one side of a linear booth will have an empty booth next to it. No person at Management is authorized to make changes to this Agreement except in writing with the signature of an officer of the company. The provisions set forth are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity of enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or service interruptions that may occur.

The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority to do so and may bind the entity for whom they sign. By signing this Agreement, Exhibitor authorizes Management to use its company name and any photographs taken at the Exposition for promotional purposes.



**Contact me about further branding & sponsorship opportunities.**

**Contact me about special advertising options.**

**PLEASE SIGN BELOW**

**Payment terms:** Special "New Launch" Booth Rate. 50% payment of contracted application is due upon signing. Balance is due 120 days prior to event, if event is less 120 days, full payment is due upon signing. Make checks payable to Unicommm, LLC in U.S. Dollars.

*We have read the Terms and Conditions on page two of this contract. We understand that this contract shall be legally binding between Unicommm, LLC and the exhibitor. We also understand that any change in the information in the contract must be made in writing.*

SIGNATURE

DATE

**PAYMENT OPTIONS**

AMEX     VISA     MC

CHECK [payable to Unicommm, LLC]

Check # \_\_\_\_\_

CARD NUMBER

CID#

last 3 digits printed after card # in signature area on back of card!

EXP. DATE

CARD HOLDER

SIGNATURE

**FOR OFFICE USE ONLY**

DATE REC'VD

PAYMENT RECORDED

ACCEPTED BY

WORK TRUCK 08 BOOTH