



# 2011 Contract & Space Reservation Form

MARCH 25 – 26, 2011 • COLUMBUS, OHIO • BOOTH ASSIGNMENTS BEGIN DECEMBER 1, 2010

Assignments are made on a first-come, first-served basis. A countersigned copy of this contract and an Exhibit Kit will be mailed to you confirming your space.

**Address Application, Correspondence & Make Check Payable to:**  
 Offinger Management Co. • 1100-H Brandywine Blvd, Zanesville OH USA 43701-7303 • Phone: 740-452-4541 • Fax: 740-452-2552

**1 THIS CONTRACT IS IN THE NAME OF** (to appear in Show material)  
 Mr.  Mrs.  Miss  Ms. Please check the type of vendor:  Store/Retailer  Manufacturer  Distributor/Other

Your Name \_\_\_\_\_  
 Company \_\_\_\_\_  
(Please print. Company name may be abbreviated.)

Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP+4 \_\_\_\_\_ Nation \_\_\_\_\_  
 Phone ( ) \_\_\_\_\_ Toll Free # ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
 Email \_\_\_\_\_ @ \_\_\_\_\_ Web \_\_\_\_\_  
Completing this form serves Management notice that you agree to be contacted by mail, phone, fax and/or email.

**PRODUCT INFORMATION** List products to be displayed (brand names only)  
 \_\_\_\_\_  
 Represented by (contact names) \_\_\_\_\_

**BOOTH SIGN**  
 Booth sign should read: (30 characters max, please print) Firm Name \_\_\_\_\_  
 City, State \_\_\_\_\_  
 I prefer **NOT** to be located near (not guaranteed) \_\_\_\_\_  
 I prefer **TO BE** located near (not guaranteed) \_\_\_\_\_

**ACCEPTANCE OF CONDITIONS, RULES & REGULATIONS (ON BACK OF THIS CONTRACT)**  
 Name (please print) \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**2 PLEASE RESERVE (✓) SPACE FOR ME:**

Booth Assignments Begin		12/1/10
10' x 10' Booth		\$ 795
Each Additional 10' x 10'	_____ x	\$ 695
Make & Take Booth Discount		-\$ _____
<small>(Host a Make &amp; Take in your booth and receive a \$200 discount. Purchase two or more booths to qualify. Exhibitor agrees to complete and return the Make &amp; Take Agreement Form (included in Exhibit Kit) and comply with the outlined rules &amp; regulations.)</small>		
<b>Total Amount Due</b>		\$ _____
Less 50% Deposit		-\$ _____
<small>(contracts received without deposit will not be assigned space)</small>		
<b>Balance Due 45 days prior to Show</b>		\$ _____
<small>(balance must be paid or space can be reassigned)</small>		
<b>Balance Due Date</b>		2/7/11
<small>(Balance due date for Show is listed at right. After this date, a 10% penalty will be applied.)</small>		
<small>Any remaining balance due on above date for each Show will be charged on the credit card provided on this form.</small>		
<b>Space Choices</b> <small>(I would like the following spaces or as close as possible to them)</small>		
1. _____	2. _____	3. _____

**FOR OFFICE USE ONLY**

Event Code: **E02111**

Exhibitor # \_\_\_\_\_

Recd \_\_\_\_\_

Amt \_\_\_\_\_

Ck # \_\_\_\_\_

Ackd \_\_\_\_\_

Confirmed Space \_\_\_\_\_

Accepted by Show Management \_\_\_\_\_

Date \_\_\_\_\_

**3 METHOD OF PAYMENT** (payment due at time of order) All payments in U.S. funds drawn on U.S. banks. \$25 fee charged for returned checks.

Company Check  Cashier's Check/Money Order (Make check payable to Offinger Management Co.)  
 Debit Card:  Credit Card:  American Express  Discover  MasterCard  VISA

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ 3-Digit Security Code \_\_\_\_\_ Amt. Charged \$ \_\_\_\_\_  
 Name on Card \_\_\_\_\_ Billing Address \_\_\_\_\_ Signature \_\_\_\_\_

**FULL PAYMENT REQUIRED 45 DAYS PRIOR TO EACH SHOW.** Payment made *within 45 days* of Show must be by credit card (American Express, Discover, MasterCard or VISA) or cashier's check and there will be a 10% penalty applied to any unpaid balance due. 50% deposit required with contract. Contracts without required payment will not be assigned space.

# EXHIBIT CONDITIONS, RULES & REGULATIONS

**PURPOSE:** Management's purpose in conducting these Shows is to promote the scrapbooking, rubber stamping and papercrafting industry and advance its professional standards through educational programs, communication and resource information. Show Management, in keeping with the purpose of the Shows, encourages exhibitors to be educational, communicative and informative in their exhibit displays and contact with exposition visitors.

1. **ELIGIBILITY:** You must have a product or service relative to the scrapbooking, stamping and/or creative industries. In addition, Show Management reserves the right to determine eligibility of any applicant for inclusion in the Shows after evaluation of the applicant's account with the Shows. Show Management, in its sole discretion, shall determine the eligibility of any company or product for inclusion in the Shows.

2. **SPACE RENTAL CHARGE:** Included in the space rental charge are: all services and equipment as stated in the space package and promotional advertising, if deadline is met.

3. **PAYMENTS AND REFUNDS:** All applications for space must be accompanied by appropriate deposits to be valid, and total payment must be received before deadline or space can be reassigned. Full payment is required 45 days prior to each Show. Payment made within 45 days of Show must be by credit card (American Express, Discover, MasterCard or VISA) or cashiers check and there will be a 10% additional charge on the balance due. Unpaid exhibitors will not be permitted to move in or set up until paid in full. If assignment of space cannot be made, deposits will be refunded or applied to another Show. All payments must be in U.S. funds drawn on U.S. banks. \$25.00 fee will be charged on all returned checks.

**DEPOSITS WILL NOT BE REFUNDED AFTER ASSIGNMENT OF SPACE HAS BEEN MADE.** Any exhibitor engaging space who cancels such space after assignment has been made shall forfeit deposit monies paid and all rights in and to the use of the contracted exhibit space. In addition, cancellation within 30 days prior to the show will result in forfeiture of the full amount.

All notices of exhibit space cancellation must be submitted to Management in writing and will be officially dated when received by Management. Cancellations may be accepted at the sole discretion of Management and there is a \$100.00 processing fee for all cancellations. Under all circumstances, Management retains the right to sell any space cancelled by exhibitor.

4. **SPACE ASSIGNMENTS AND LOCATIONS:** Assignments begin on deadline dates listed on contract, on a priority points basis. Previous exhibitors must have contract and deposit in by these dates to be eligible for assignment based on priority points. After these dates, assignments are made on a first-come basis.

Priority points are accrued in the following manner: two points for each 10' x 10' booth purchased and utilized during each Show.

Space assignment will be made with consideration for the individual's preference to location as much as possible but in keeping with the best interest of each Show. It is advisable that exhibitors inform Management of any company or exhibitor from which they wish to be kept separated, so Management will know of the situation. Assignments are made with due regard for the total Show and it is to be understood that Management reserves the right to make the final space assignment or to change the space assignment after the exhibitor's application is accepted, should it be necessary. Management reserves the right to change floor plans and move exhibitors if deemed necessary in the best interest of the Shows.

5. **SUBLETTING OF SPACE:** Exhibits will display only merchandise regularly sold by company whose firm name is on contract. Exhibitors are prohibited from assigning, sharing, subletting a space or any part of the space to anyone else.

6. **CANCELLATION OF CONTRACT:** In event of cancellation or interruption of the Show due to fire, strikes, government regulations, act of God, act of terrorism, or any other cause beyond control, Management shall determine an equitable basis for the refund of such portion of Entrance, Publicity, Directory and Exhibit Fee as is possible after consideration of expenditures and commitments already made. Refunds shall be made solely at the discretion of the Management. If for any reason the location of a Show is changed, no refund will be made, but Management must be able to assign exhibitor space in lieu of original space.

Show Management retains the right to close an exhibit and cancel this contract at any time for failure by exhibitor to perform, meet or observe any of the official Show rules, regulations and conditions, and such exhibitor shall not be entitled to a refund of payment. Show Management shall be entitled to eject an exhibitor at any time, in whole or in part, or its representatives, without giving cause. In such case, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of ejection.

7. The exhibitor agrees to abide by the Conditions, Rules and Regulations of the Show as set forth here and in Exhibit Kit, which Conditions, Rules and Regulations are by reference hereby made a part of this contract. This will make it clear that the Show Rules and the other guidelines set forth in the Exhibit Kit are an integral part of the entire contract between the exhibitor and Offinger Management Co.

The parties to this Agreement hereby agree that this Agreement represents the final and complete agreement between the parties, and that this Agreement entirely replaces and supersedes any prior or contemporaneous understandings or agreements between the parties, whether written, oral or otherwise. The parties further agree that this Agreement may be modified only by a writing signed by both parties to the Agreement.

**OFFINGER MANAGEMENT CO. AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, OR INJURY OF ANY KIND WHATSOEVER SUSTAINED BY ANY PERSON OR ENTITY WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE SOLE AND EXCLUSIVE REMEDY OF THE CONTRACTED EXHIBITOR AGAINST OFFINGER MANAGEMENT CO. AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FOR ANY CLAIM, LOSS, DAMAGE, OR INJURY OF ANY KIND WHATSOEVER SHALL BE A REFUND OF THE MONIES PAID BY THE UNDERSIGNED EXHIBITOR TO OFFINGER MANAGEMENT CO. PURSUANT TO THIS CONTRACT.**

**THE UNDERSIGNED EXHIBITOR HEREBY EXPRESSLY AGREES TO FULLY INDEMNIFY AND HOLD FOREVER HARMLESS OFFINGER MANAGEMENT CO. AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, OR INJURIES OF ANY KIND WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, SPECIFICALLY INCLUDING BUT NOT LIMITED TO CLAIMS, LOSSES, DAMAGES, OR INJURIES RESULTING FROM OR ALLEGED TO HAVE RESULTED FROM THE NEGLIGENCE OF OFFINGER MANAGEMENT CO. AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES. IN THE EVENT OF CLAIM, SUIT, LOSS, DAMAGE, OR INJURY TO WHICH THIS INDEMNIFICATION AGREEMENT APPLIES, THE UNDERSIGNED EXHIBITOR AGREES TO PAY FOR THE DEFENSE OF OFFINGER MANAGEMENT CO. AND ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST SUCH CLAIM, SUIT, LOSS, DAMAGE OR INJURY, SUCH DEFENSE TO BE PROVIDED BY COUNSEL OF OFFINGER MANAGEMENT CO.'S CHOICE.**

**ALL PROPERTY OF THE EXHIBITOR IS TO REMAIN UNDER THE CONTROL OF THE EXHIBITOR, SUBJECT TO THE CONDITIONS, RULES & REGULATIONS OF THE EXPOSITION. IT IS ADVISED THAT EXHIBITORS CARRY AN INSURANCE RIDER POLICY TO COVER EXHIBITS AND SAMPLES AGAINST LOSS AND DAMAGE FOR THE ENTIRE DURATION THEIR PROPERTY IS IN TRANSIT AND AT THE SHOW. THIS AND ALSO LIABILITY INSURANCE SHOULD BE DISCUSSED WITH THE EXHIBITOR'S OWN INSURANCE BROKER.**

**EXHIBITORS SHOULD USE PRUDENCE IN THE CARE OF THEIR SAMPLES WHILE IN THE SHOW AND NOT LEAVE THEIR MERCHANDISE UNATTENDED DURING SHOW HOURS; AND DURING MOVE OUT KEEP ALL MERCHANDISE WITHIN THEIR SPACE AREA AND CONSOLIDATE THEIR DISPLAY AS MUCH AS POSSIBLE TO ENSURE, IN THE CONFUSED NATURE OF MOVE OUT TIME, THAT MERCHANDISE IS NOT MISPLACED. EXHIBITORS ARE RESPONSIBLE TO CARRY PUBLIC LIABILITY INSURANCE AGAINST INJURY TO THE PERSON AND PROPERTY OF OTHERS AND TO INSURE EXHIBIT MATERIAL AGAINST DAMAGE AND LOSS.**

In the event that litigation is brought arising out of any or in any way resulting from the Agreement or the subject matter of this Agreement, it is hereby agreed that the undersigned exhibitor shall pay Offinger Management Co.'s costs and fees, including reasonable attorney's fees, incurred in such litigation upon the entry by the court in which litigation takes place of a final judgment in favor of Offinger Management Co.

The parties to this Agreement hereby agree that this Agreement is entered into in Zanesville, Muskingum County, Ohio, and that any disputes between the parties to this Agreement arising out of or in any way connected with the Agreement or the interpretation of

the terms and conditions contained therein shall be governed by Ohio law and the jurisdiction of Ohio courts to the fullest extent permitted, and that the sole and exclusive venue for any suit or action between the parties to this Agreement arising out of or in any way related to this Agreement shall be the Muskingum County Common Pleas Court of Muskingum County, Ohio.

Any action relating to or arising out of this Agreement or the subject matter thereof must be brought within one year of the date on which the cause of action sought to be enforced occurred.

8. **FIRE REGULATIONS:** All fire regulations must be adhered to in accordance with the local fire department and Fire Underwriters specifications. All display materials, including props, decorations and all fabrics or other material used for decoration or covering of tables, risers, etc., must be flame-proofed and electrical equipment must meet specifications of all codes. All building electrical connections and disconnections must be obtained through the Decorator Service Desk and building-approved electricians. All wiring must meet specifications. Exhibitor shall not allow his display to block view or access to safety equipment.

Any demonstration or device using any type of combustible fuel, with or without an open flame, including pyrotechnic displays, must be cleared with the building and fire authorities before it can be brought into the exposition facility.

Each exhibitor is charged with the knowledge and compliance of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in each Show.

9. **EXHIBITS:** All space arrangements shall conform in all respects to the dimensional and height requirements as indicated in the Exhibit Kit. The exhibit should be such that it does not interfere with other exhibits or restrict access to them, or interfere in the free aisle space by any audio, video sensory, or physical means. All merchandise, tables, chairs, displays, etc., must stay within the booth. Exhibitor's own signs can be used but must be inside his space area.

The use of music licensed under ASCAP, BMI, or any other licensing agency is prohibited. This includes most popular music. Be aware that these agencies have the right to impose stiff fines and legal costs on exhibitors using licensed music. Shows will not assume any such fines or costs. Any fines and fees imposed on Show Management due to the use of licensed music by an exhibitor will be billed to the offending exhibitor.

No giveaways, raffles, donations, food or drink, or other promotional measures are allowed unless by written authorization of the Show Management in advance of the exposition. Distribution of helium balloons is not allowed. Distribution of any material must be approved and must be made from within the exhibitor's own space, and must be of such nature as not to interfere with the character of the exposition.

Promotions, such as models, booth personnel, materials, and catalogs must be consistent in dress and nature with the dignity and image of the exposition, and costumed personnel must be confined to inside the respective spaces.

The booth design and exterior must be suitably furnished or covered by the exhibitor, and display panel backing over 8' in height may not carry any commercial marking that might infringe upon adjacent exhibits. Display must be adequate enough to support exhibitor's samples and so constructed as to be sturdy enough to not collapse, nor be such that display leans or rests against an adjacent space.

Space of a 10' x 10' booth is 9' 6" x 9' 6". Exhibitor must allow ample room at back of the space for access to electrical wiring. At least 9" is recommended.

**IMPORTANT:** Pinning, hanging or fastening any item to the drape is strictly forbidden.

No animals, reptiles, birds, rodents or insects will be allowed on premises.

Exhibitors are to display in only the space allocated to them. No other area of the exhibit hall or other gathering place (hall, hotel, etc.) of the attendees (Buyers) can be used in any way.

Displays must be set up and ready by opening hour of the Show. Exhibits must be staffed during Show hours and may not be dismantled until time of closing on the final day.

Exhibitor should make arrangements to pack at the end of the exhibit hours the final day, and make sure to have personnel remain with the display until it is finally packed. It is advised that exhibitor inform drayage contractor of outbound shipping plans prior to the Show's closing. Any merchandise or items left at a Show will be considered abandoned.

Exhibitor agrees that his products and personnel can be photographed and used by Show Management in publicity for these Shows and for future promotional materials.

10. **INTENT OF EXPOSITION:** Exposition is a public Show designed for exhibitors to display and sell product to consumers who purchase items and take immediate delivery. Management will make a concerned effort to keep the exhibits compatible with the nature of the exposition.

"Selling" is permitted. However, there will be absolutely no re-stocking of booths during Show hours. Re-stocking will be permitted one hour before the Show opens. Exhibitors must provide buyers with receipts for all sales made. It will be the sole responsibility of the exhibitor to conform to any state or local sales tax laws.

11. **CONDUCT:** It is a violation of Show Rules for an uninvited exhibitor to enter another exhibitor's booth at any time. The violator will be fined \$500. Exhibitors are prohibited from photographing by any means another exhibitor's booth without permission of that exhibitor.

Access control personnel are instructed to allow EXHIBITORS in the Show one hour before the Show opens on Show days and to strictly enforce that they be restricted to their designated space and access aisles and service areas until the Show opens. Management shall have sole control over admission of visitors to the exhibits or functions according to the rules of the Show. No exhibitor will be admitted without a badge.

Loitering, soliciting of trade, congregating of salesmen in the aisles, booth entrances, or in lobby areas is NOT PERMITTED. Selling in the aisles and "buttonholing" of attendees who walk in the aisles is NOT PERMITTED.

No exhibitor shall sponsor or hold any meeting or event that conflicts with Show hours or official conference hours without Management's approval. Only exhibitors in good standing, as determined by Show Management, are permitted to host a meeting or hospitality function in an official Show hotel. Displays and demonstrations are not permitted in the hotels except when they are used for exhibitor personnel sales meetings.

Early packing is prohibited. Every exhibitor agrees to keep his exhibit open during published Show hours and is bound by these rules and regulations to not dismantle his exhibit until published closing time on the last day.

12. **RESERVATIONS OF RIGHTS:** Management reserves the right to demand release of space before or during a Show for failure of exhibitor or their representatives to conform to the conditions, rules & regulations or failure to pay all space rental costs or other applicable fees; to reallocate space at any time; to offer requested space when available; to make space assignments; to reject any and all applications as these are product focused Shows and displays and products must conform to the general nature of the Show and be compatible with the character and objective of the exposition. Management reserves the right without written notice to amend these rules, regulations and conditions or to issue additions as it deems necessary for the good and well-being of the Shows.

Exhibitor agrees to abide by these conditions, rules & regulations and agrees that by signing this contract, these conditions, rules & regulations apply to all Shows in which he is accepted as an exhibitor.