



# 2012 Conference & Expo

## Exhibitor Contract

**Please complete, sign, and return to NJAA (by fax or mail shown below). Booths will be assigned on a first-come, first-served basis, after the 2012 Diamond Sponsors have been awarded their locations. Full payment for each booth is required within 30 days of submission. If your booth choices indicate placement within two booths of a competitor, that selection will not be used. Please note that it is at the discretion of the NJAA to choose your final booth placement.**

NJAA Use Only	
Booth No.:	_____
Date Stamp:	_____
Membership Status:	_____
Payment:	_____

### 1. EXHIBIT REGISTRATION

Please reserve for our (Exhibitor) use at: **NJAA's 23<sup>rd</sup> Annual Conference & Expo** at the Atlantic City Convention Center / Borgata Hotel & Spa, Atlantic City, NJ on **May 21-23, 2012** (the "Expo") the exhibit space as requested below. The Expo floor will be open on May 22 & 23, 2012. We understand that our use of this space is subject to the stated rules and regulations, which upon acceptance by the New Jersey Apartment Association ("NJAA"), shall be a binding contract between the Exhibitor and NJAA.

**Our preference of location on the official expo floor plan follows (list by booth number):**

If your booth choices indicate placement within two booths of a competitor, that selection will not be used. Please note it is at the discretion of the NJAA to choose your final booth placement.

<b>First Choice</b>		<b>Third Choice</b>		<b>Fifth Choice</b>	
<b>Second Choice</b>		<b>Fourth Choice</b>		<b>Sixth Choice</b>	

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

Type of business, products sold or services provided: \_\_\_\_\_

Names of business(es) you do **not** wish to be directly next to: \_\_\_\_\_

We understand in the interest of the success of the Expo, all assignments will be made on a first-come first-served basis after December 19, 2011; 2012 NJAA Diamond Sponsors will be awarded their location choices first. If you are interested in becoming a Diamond Sponsor or for more information please contact Christine Haber at [Christine@njaa.com](mailto:Christine@njaa.com). Your company's representative will be notified of your booth location on or about December 19, 2011 or for those contracts received on or after December 19, you will be notified within 2 business days. Your Expo booth assignment will be made, whenever possible, in accordance with the preferences indicated by each exhibitor; however NJAA does not guarantee any particular space. NJAA will do its best to avoid locating similar businesses next to one another and will not issue refunds in the event this does occur. It is the responsibility of the company's booth contact to review the expo floor plan upon notification of your location. If you would like to be placed next to a specific exhibitor the contracts from both exhibitors must be submitted on the same day and each must include a written request of such. **NJAA retains the final say on which space you will be assigned.**

### 2. EXHIBIT SPACE FEES

BOOTH SIZES AND DESCRIPTION	BOOTH RATES
<b>Single Booth (10' x 10')</b>	
Standard Booth, Member Rate	\$1,650
Premium Booth, Member Rate	\$1,900
<b>Double Booth (10' x 20')</b>	
Premium Booth, Member Rate	\$3,800
<b>Quad Booth (20' x 20')</b>	
Standard Booth, Member Rate	\$6,000
<b>Exhibit Space Subtotal: \$ _____</b>	

### **3. COMPANY BOOTH CONTACT INFORMATION**

The contact person listed below will be emailed show updates, attendee pre- and post- registrations lists. This person does not need to attend the event. It is your responsibility to convey all information to your attending staff. **Please note show badges will not be mailed and can be picked up on-site at the NJAA Registration Desk.** Exhibitor information, including electricity forms, can be found on our website <http://www.njaa.com/annual-conference-and-expo-2012.html>, under Exhibitor Information.

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

Booth Contact Name: \_\_\_\_\_

Booth Contact Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### **4. EXHIBITOR DIRECTORY INFORMATION\*\***

An Exhibitor Directory will be distributed to all registered attendees at the event. Your company's listing in the Exhibitor Directory and all show materials will appear as indicated below:

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

Contact Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Company Website Address: \_\_\_\_\_

\*\* Please note this year the Exhibitor Directory will not include a company bio. Each company will be listed with the above information and their assigned booth number.

### **5. EXHIBITOR REGISTRATIONS**

The Exhibitor Directory Confirmation Form will be emailed to the Company Booth Contact in February. This form will also recap the company's registered attendees. All attendee names are due by April 20, 2012 for the purposes of printed attendee badges. After this date, the 'add-on' pricing will be subject to the late and on-site registration fees.

**Complimentary Full Exhibitor Registrations** include access to all conference & expo functions, including the President's Reception, Keynote Presentation, After Hours Reception at "MIXX" at the Borgata, all education sessions, and all non-private meal functions.

**Add-on Registrations** include access to the Keynote Presentation, After Hours Reception at "MIXX" at the Borgata, all education sessions, and all non-private meal functions. Access to the President's Reception is not included in the Add-on Registration.

Below are the 2012 booth allotments for complimentary and add-ons registrations. **Any additional registrations above the allotted amount will be charged the appropriate conference registration fee, which will be released in March.**

<b>Booth Configuration</b>	<b>Complimentary Full Registrations</b>	<b>Add-on Registrations - \$150 each</b>
Single Booth	2	1
Double Booth	4	2
Quad Booth	10	6

**Single Booth Registrations:**

Complimentary: Name of Attendee #1: \_\_\_\_\_

Complimentary: Name of Attendee #2: \_\_\_\_\_

Add-on: Name of Attendee #1: \_\_\_\_\_

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**Double Booth Registrations:**

Complimentary: Name of Attendee #1: \_\_\_\_\_

Complimentary: Name of Attendee #2: \_\_\_\_\_

Complimentary: Name of Attendee #3: \_\_\_\_\_

Complimentary: Name of Attendee #4: \_\_\_\_\_

Add-on: Name of Attendee #1: \_\_\_\_\_

Add-on: Name of Attendee #2: \_\_\_\_\_

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**Quad Booth Registrations:**

Complimentary: Name of Attendee #1: \_\_\_\_\_

Complimentary: Name of Attendee #2: \_\_\_\_\_

Complimentary: Name of Attendee #3: \_\_\_\_\_

Complimentary: Name of Attendee #4: \_\_\_\_\_

Complimentary: Name of Attendee #5: \_\_\_\_\_

Complimentary: Name of Attendee #6: \_\_\_\_\_

Complimentary: Name of Attendee #7: \_\_\_\_\_

Complimentary: Name of Attendee #8: \_\_\_\_\_

Complimentary: Name of Attendee #9: \_\_\_\_\_

Complimentary: Name of Attendee #10: \_\_\_\_\_

Add-on: Name of Attendee #1: \_\_\_\_\_

Add-on: Name of Attendee #2: \_\_\_\_\_

Add-on: Name of Attendee #3: \_\_\_\_\_

Add-on: Name of Attendee #4: \_\_\_\_\_

Add-on: Name of Attendee #5: \_\_\_\_\_

Add-on: Name of Attendee #6: \_\_\_\_\_

## **6. CONTRACT DETAILS**

Dated this \_\_\_\_\_ by and between \_\_\_\_\_ (“Exhibitor”) and the New Jersey Apartment Association (“NJAA”).

**WITNESSETH:** That the NJAA, for and in consideration of the covenants and agreements herein contained, and the faithful performance by the Exhibitor of all such covenants, hereby grants to the Exhibitor the right to use the space(s) numbered and assigned on the official Expo Floor Plan for the New Jersey Apartment Association 23<sup>rd</sup> Annual Conference & Expo, scheduled to take place at the Atlantic City Convention Center on May 21-23, 2012 and the NJAA agrees to hold and reserve said space in said Expo upon and after acceptance of this Agreement by said NJAA, except as hereinafter set forth. This Agreement is made and entered into upon the following special terms and conditions, which are mutually agreed to by parties hereto.

**EXHIBIT FEES:** The Exhibitor hereby covenants and agrees to pay for the right to use the said space(s) at the said price listed on Page 1 of this contract. The exhibit space fee entitles the Exhibitor to full registrations based on booth configuration as indicated on Pages 3 and 4. **Exhibit Space Fees are due within 30 days of signed contract but no later than March 30, 2012 (“due date”). If exhibit space fees are not received by the due date, NJAA has the right to cancel the contract and resell exhibit space. All contracts received after March 30, 2012 must include payment with submission of contract.**

**NJAA MEMBERSHIP:** 2012 NJAA Membership dues must be paid in full by January 15<sup>th</sup> or you will be charged the non-member rate (\$600 additional for each booth).

**BOOTH ATTENDEES:**

All persons, contractors, and employees must be registered for the event.

**BOOTH ASSIGNMENT/CONFIRMATIONS:** All space will be confirmed by NJAA upon receipt of a signed contract and booth payment. The NJAA will fax to Exhibitor page 8 (Exhibitor Summary Sheet and Confirmation Form) of this contract with booth assignment. Any concerns regarding competitive or specific type of exhibitors should be communicated to NJAA at the time of application for exhibit space. Confirmation forms will be returned via fax or email on or about December 19, 2011; or for those completed contracts received after this date, within 2 business days.

**LIABILITY:** The NJAA shall not be liable for any damages in the event that performance of this contract is rendered impossible for any of the following causes: destruction of the Atlantic City Convention Center / Borgata Hotel & Spa, or any substantial portion thereof, by fire, earthquake, the elements or a public enemy; strikes or other public disorder; impossibility of performance created by law or any public authority; and/or cause beyond its control or the control of the Atlantic City Convention Center / Borgata Hotel & Spa. The NJAA will, however, in the event of its not being able to hold the Expo for any of the reasons set forth above, reimburse the exhibitor’s pro-rata the amount of rental paid by each Exhibitor, less expenses incurred by the NJAA in constructing and installing the exhibits. Such reimbursement shall be refunded to Exhibitors in the ratio of their rental payments prorated by the number of days the exhibit fails to proceed as scheduled. The NJAA and the Atlantic City Convention Center / Borgata Hotel & Spa shall not have any liability whatsoever to any person or property who or which might sustain injury or damage due to any act or failure to act by the exhibitor, his agents, servants or employees. Further, the Exhibitor agrees to indemnify and save harmless the NJAA and the Atlantic City Convention Center / Borgata Hotel & Spa for any claims whatsoever arising, but of such act or failure to act and shall defend and pay all fees and costs in connection with any such claim. The Exhibitor agrees to indemnify and save harmless the NJAA from any and all liabilities to any person or persons for or by reason of any condition, whether defective or otherwise, or of any apparatus, equipment or fixtures placed upon the said premises by the Exhibitor or any of its agents, servants, or employees. The Exhibitor will, if requested by NJAA, furnish a certificate of comprehensive general liability insurance coverage providing limits of \$1,000,000 combined single limit bodily injury property damage which may be incurred by Exhibitor from whatever cause. Any Exhibitor who wishes to insure his personnel or goods against injury, theft, damage by fire, accident or other cause must do so at his own expense.

**BOOTH CANCELLATION AND REFUND:** After the date of entering into this Agreement, if the Exhibitor wishes to cancel this Agreement, the Exhibitor shall notify the NJAA of the cancellation in writing to the NJAA’s principal office. Cancellation shall be effective as of the date of receipt of the written notice by the NJAA. In such event, the Exhibitor agrees to pay to the NJAA the following cancellation fee:

## **CONTRACT DETAILS (CONTINUED)**

- If such election is made more than sixty (60) days prior (on or before March 22, 2012) to the commencement of the Expo: One half the exhibit space fee.
- If such election is made less than sixty (60) days prior (on or after March 23, 2012) to the commencement of the Expo: **No refunds will be issued.**

**FAILURE TO EXHIBIT:** If the Exhibitor does not exhibit designated products in said space, or fails to comply in any other respect with the terms of this Agreement, NJAA shall have the right, without notice to the Exhibitor, to offer space to another exhibitor and the Exhibitor agrees to forfeit all payments. The NJAA may, should any rented space remain unoccupied on the opening day, or at any time thereafter, rent said space to any other Exhibitor.

**SUBLET OF BOOTH SPACE:** The Exhibitor shall not assign or sublet any part of the space herein contracted for, without the written consent of the NJAA.

Exhibitor Initials \_\_\_\_\_

**BOOTH FURNISHINGS:** All booths will be provided with 8' high background drapes and 3' high side drapes. The background and side drapes for this expo will be gray. Each Exhibitor will be provided at no charge a 7" x 44" sign indicating the booth number and the Exhibitor Company name (as listed on page two under Exhibitor Directory Information). Additional booth furnishings and utilities will be provided on a rental basis through Vista Convention Services. The following booth furnishings will be provided at no charge:

Single Booth: One 6' draped table, two chairs and one wastebasket

Double Booth: Two 6' draped tables, four chairs and one wastebasket

Quad Booth: Four 6' draped tables, six chairs and two wastebaskets

**Please note that electricity is not included in the Exhibit Space Fees.** Please refer to the Exhibitor Information section on the Conference website at <http://njaa.com/annual-conference-and-expo-2012.html> for the appropriate form.

**PRODUCTION COMPANY:** The Official Production Company of the NJAA Conference & Expo is Vista Convention Services, 6804 Delilah Road, P.O. Box 3000, Pleasantville, NJ 08232. (609) 485-2421.

**INSTALLATION AND REMOVAL OF EXHIBITS:** Expo set-up must be conducted on Monday, May 21, 2012 between 11:00AM and 7:00PM. **Exhibitors will NOT be permitted to move-in on Tuesday, May 22<sup>nd</sup>.** Exhibit must not be dismantled until after 1:30 pm on Wednesday May 23<sup>rd</sup>, early removal will incur a penalty of \$250. All removal of exhibits must be completed by 5:00PM on May 23<sup>rd</sup>.

The Exhibitor is responsible for the transportation, installation and removal of all exhibit material. All tools, equipment and personnel shall be provided by the Exhibitor. Exhibitor or Exhibitor's Representative agrees to be present in booth during installation and removal of exhibits. All materials left by Exhibitor will be discarded and neither the NJAA nor Vista Convention Services are liable for any materials left at the Atlantic City Convention Center in the Expo Arena. Any exhibits/ materials left after said time, NJAA or Vista Convention Services will not be responsible for and will be discarded. This will include any furniture or fixtures supplied by an outside contractor. In the event that any Exhibitor fails to complete pre-show installation or does not remove boxes and crates by the specified time, the NJAA reserves the right to remove, at the Exhibitor's expense and risk, all such exhibits and material pertaining thereto from the space allotted to such Exhibitor and cancel this contract. In such event the NJAA shall retain the amount paid by such Exhibitor as space rental and for liquidated damages covering expenses paid by the NJAA and the loss of rental from other Exhibitors.

All post-show exhibits not removed by 5:00PM on Wednesday, May 23, 2012 will be removed by the NJAA, Vista Convention Services or the Atlantic City Convention Center at the express risk and expense of the Exhibitor.

**ARRANGEMENT OF EXHIBITS:** The Exhibitor agrees to arrange their exhibits so as not to obstruct or interfere in any way with the general view or the view of the exhibits of other exhibitors, or the free passage of spectators. The decisions of the NJAA, Vista Convention Services and/or the Atlantic City Fire Marshall, as to what constitutes such obstruction or interference shall be final.

**SHIPMENTS AND DELIVERIES:** The Atlantic City Convention Center (ACCC) and Borgata Hotel will not accept any advance deliveries. NJAA and Vista Convention Services will not assume responsibility for any materials shipped directly to the ACCC and Borgata Hotel. It is the Exhibitor's responsibility to contact these venues to receive the proper shipping instructions.

**MOTORIZED VEHICLES:** The Atlantic City Convention Center requires a permit from the Atlantic City Fire Marshall for all motorized vehicles that are powered by gasoline. The Exhibitor will incur the \$150.00 permit fee. (Price is subject to change by the Fire Marshall at any time prior to the Expo). Fuel tanks shall be kept filled at a level of no less than ¼ and no more than ½ of its labeled liquid volume. Vehicles must have a lockable fuel cap. The battery must be disconnected while vehicle is on display and a drip pan must be placed under vehicle. The key to the vehicle must be turned over to the Atlantic City Convention Center Security or Transportation Department upon delivery. At no time can the vehicle be moved while participants are present. Vehicles must never be started, driven or operated under their own power within the building. The Atlantic City Convention Center Security or Transportation Department will return the key to designated representative at the conclusion of the Expo. Vehicle must be delivered

## CONTRACT DETAILS (CONTINUED)

and removed in time-frame provided by Vista Convention Services and the Atlantic City Convention Center. Exhibitors must submit a written request to NJAA at least 30 days prior to the Expo.

**DAMAGE TO BUILDING:** No Exhibitor may allow any article to be brought into or any act done upon the premises which will violate or increase the premiums on the policies of insurance held by the owners of any of the buildings, nor deface any part of the building, nor permit anything to be done by employees by which the premises may in any manner be injured, marred or defaced. Violation of this rule will annul this Agreement and the Exhibitor will forfeit to the NJAA all monies which may have been paid for rental and reimburse the owners of the building or buildings for the cost of repairing such damages

**EMPLOYEES OF EXHIBITORS:** During the hours in which the Expo Arena is open to view, employees of the Exhibitor shall be confined to the spaces occupied by the respective Exhibitor, unless attending event or program for which prior reservations have been made. In no instance shall the Exhibitor's area be unoccupied. All company representatives must wear a name badge provided by NJAA or they will be asked to leave the expo area.

Exhibitor Initials \_\_\_\_\_

**CARE OF SPACE RENTED:** No boxes, crates, or packing cases will be allowed to remain in any space during the Expo. Exhibitors must, at their own expense, keep their respective spaces suitably arranged and maintain their paper, packing materials and articles of a like nature into the aisles after they have been cleared. Exhibitors' employees shall remove waste material to a place provided in the building.

The Exhibitor agrees not to deface, injure or mar the Expo area or any of the furniture or fixtures contained therein, and/or any of the property of whatever nature placed therein by the NJAA or the Atlantic City Convention Center. The Exhibitor shall be liable to the Atlantic City Convention Center and/or the NJAA for any damage resulting to such Expo area and/or the furniture and fixtures contained therein and/or such property placed therein by the NJAA, which shall occur by reason of the commission or omission of any exhibitor and/or its agents, servants or employees, and the Exhibitor shall defend and save harmless the NJAA from all claims and suits against the NJAA arising from the aforesaid commissions or omissions of the Exhibitor, his agents, servants or employees. All materials used by Exhibitors must conform to the requirements of the Fire Department and Board of Insurance Underwriters of the State of New Jersey. **Helium balloons are not permitted on the expo floor.**

**CONDUCT AND RESTRICTIONS:** The NJAA reserves the right to decline any exhibit, Exhibitor or proposed exhibit which in its sole discretion is not suitable for Expo. The reservation concerns person, things, conduct, printed matter, souvenirs, catalogs and all other things, which affect the character of the Expo. Distribution of literature is specifically allowed from the Exhibitor's booth space only. Exhibitors are not permitted to distribute materials at entrance doors or areas predetermined for food and education. The NJAA has the right to confiscate any materials being distributed outside of the Exhibitor's booth. **EXHIBITORS ONLY** have the right to distribute catalogs, souvenirs and other matter from the space occupied by them. Any persons that are distributing company materials and are not exhibiting at the Expo will be asked to vacate the Expo immediately and will not be allowed to return nor issued a refund. It is at the discretion of the NJAA not to permit the Exhibitor that the said person was registered with to be allowed to exhibit at the 2013 event.

Exhibitors are limited to the following number of company representatives that are allowed to occupy exhibit space:  
Single booths can have a maximum of three (3) staff personnel; double booths can have a maximum of six (6) staff personnel and; quad booths can have a maximum of nine (9) staff personnel within said booth, at one time.

Exhibitors are prohibited from soliciting customers in other Expo booths, in the aisles or in any other areas of the Expo Floor, i.e., entrance doors and food/sitting areas. Exhibitors may not enter the booths of other exhibitors without invitation; no exhibitor may call or invite a visitor out of one exhibitor's booth space and into their own. Exhibitors must remain in their own exhibit space while distributing literature, product samples or other materials. The aisles may not be used for any product/service business solicitation purposes. The NJAA has the right to ask any Exhibitor to vacate the Expo Arena that does not comply by the above.

Due to safety and liability issues, Exhibitors are not permitted to bring any persons under the age of 18 in the Expo area, this also includes during set-up and break-down. If a minor is present on the Expo floor at any time, the minor and persons accompanying them will be asked to leave the area immediately, regardless of the situation. If this circumstance prohibits the Exhibitor to exhibit, the Exhibitor will not be issued a refund for all monies including registrations and NJAA has the right to resell the Exhibitor's space.

### RULES & REGULATIONS FOR THE ATLANTIC CITY CONVENTION CENTER (ACCC):

- **No outside food or beverage may be brought into the Expo area for the purposes of distributing it to attendees without permission from ACCC.** A written request must be submitted to NJAA at least 30 days prior to the Expo and include what you are providing and the type of equipment use. The NJAA will submit your request to ACCC and notify your company if your request has been accepted or denied. Cooking is not permitted at your booth, but the use of sternos is permitted.
- If you would like to bring a live animal to accompany your exhibit, a written request must be submitted to NJAA at least 30 days prior to the Expo. Your request must state that the animal will be caged, times/dates the animal will be at your booth, and name and cellphone number for person responsibility for the animal. The NJAA will submit your request to ACCC and notify your company if your request has been accepted or denied.

## **CONTRACT DETAILS (CONTINUED)**

- Smoking is prohibited inside this location.
- ACCC prohibits the use of glitter or confetti. The Exhibitor agrees to absorb all costs associated with clean up.
- All mulch, pine needle displays, etc. must be treated with flame retardant substance.

**CONTRACT MODIFICATIONS:** This agreement shall not be modified unless same is done in writing, signed by a duly authorized representative of the Exhibitor and accepted by NJAA.

**RULE CHANGES:** The NJAA reserves the right to make reasonable changes in the foregoing rules, exhibit hours and move-in/move-out arrangements as long as such changes have been approved by the Convention Committee. All rules and regulations are subject to the terms and conditions contained in any AGREEMENT WITH THE ATLANTIC CITY CONVENTION CENTER AND SHOULD BE EXPRESSLY INCORPORATED INTO ANY SUCH AGREEMENT.

\_\_\_\_\_  
Exhibitor Signature

\_\_\_\_\_  
Date

## CONTRACT DETAILS (CONTINUED)

### 2012 NEW JERSEY APARTMENT ASSOCIATION CONFERENCE & EXPO

#### EXHIBITOR SUMMARY SHEET AND CONFIRMATION FORM

For NJAA USE ONLY: (NJAA to return to Exhibitor beginning on December 19, 2011)

Contact Name: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

#### PAYMENT INFORMATION:

Payment is due within 30 days of contract submission or by March 31, 2012 (whichever comes first)

REMINDER: 2012 NJAA Membership Dues must be paid by January 15, 2012.

Visa     MasterCard     American Express     Check (Payable to the NJAA)

Card #: \_\_\_\_\_

Security Code: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

Cardholder Address: \_\_\_\_\_

**Exhibit Space Subtotal (from Page 1):** \$ \_\_\_\_\_

**Add-on Registrations Subtotal (from Page 3):** \$ \_\_\_\_\_

**2012 Dues** \$ \_\_\_\_\_

**TOTAL AMOUNT DUE:** \$ \_\_\_\_\_

#### NJAA Staff Use Only:

Batch No.: \_\_\_\_\_ Authorization Code: \_\_\_\_\_ Date: \_\_\_\_\_

#### **BOOTH ASSIGNMENT (to be completed by NJAA):**

Exhibitor has been assigned Booth Number \_\_\_\_\_ at the  
2012 NJAA Conference & Expo  
Atlantic City Convention Center & Borgata Hotel & Spa May 21-23, 2012

The undersigned Exhibitor proposes to exhibit:		The NJAA accepts this contract for space:	
Signature:		Signature:	
Print Name/Title:		Print Name/Title:	Niambi Ivery, Manager, Education & Events
Date:		Date:	

All pages of this contract must be received in order to process. Pages 5&6 must be initialed and pages 7&8 must be signed.