



2009 Exhibitor's Registration & Space Contract

Please complete, sign, and return by December 18, 2008 (by fax or mail shown below) for inclusion in the December 19th booth lottery. After December 20th, booths will be assigned on a first-come, first-served basis. Full payment for booth is required with the submission of this agreement. All exhibitor booths not paid by December 19th will not be included in the lottery process. Once payment is received, booths will be assigned on a first-come, first-serve basis.

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

1. EXHIBIT REGISTRATION

Please reserve for our (Exhibitor) use at the: **NJAA's 20th Annual Conference & Expo at Trump Taj Mahal, Atlantic City, NJ, on May 18-20, 2009** (hereinafter referred to as the Convention) the exhibit space as requested below. The Expo floor will be open on May 19 & 20, 2009. 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 (hereinafter referred to as the NJAA), shall be a binding contract between the Exhibitor and the NJAA.

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

First Choice		Third Choice		Fifth Choice	
Second Choice		Fourth Choice		Sixth Choice	

Company Name: _____ NJAA Member Not an NJAA Member

Type of business: _____

Names of business(es) you wish to avoid being placed next to: _____

We understand that in the interest of the success of the Convention, all assignments will be made as first-come/first served after December 20, 2008. Assignments to floor space will be made whenever possible in accordance with the preferences indicated by each exhibitor, but please note that the NJAA does not guarantee any particular space. The NJAA will do its best to avoid locating similar businesses next to one another. If you would like to be placed next to a specific member, both contracts must be submitted together with a written request. **Show management retains the final say on which space will be assigned.**

Companies interested in becoming members of the NJAA will be eligible for the member rates below if a membership application and dues are received within 10 days of the date of this contract.

2. EXHIBIT SPACE FEES

BOOTH SIZES AND DESCRIPTION	BOOTH RATES
Single Booth (10' x 10')	
Standard Booth, Member Rate	\$1,650
Standard Booth, Non-Member Rate	\$2,250
Premium Booth, Member Rate	\$1,900
Double Booth (10' x 20')	
Standard Booth, Member Rate	\$3,200
Standard Booth, Non-Member Rate	\$3,800
Premium Booth, Member Rate	\$3,800
Quad Booth (20' x 20')	
Quad Premium Booth, Member Rate	\$5,000
Exhibit Space Subtotal: \$ _____	

3. COMPANY BOOTH CONTACT INFORMATION

(The contact listed below will be mailed all show materials, including badges, attendee pre- and post- registrations lists. This person does not need to be on-site.)

Mail show badges to the below contact

*Do Not mail show badges to below contact
Badges will be left at NJAA Registration Desk for pick-up*

Company: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

4. EXHIBITOR DIRECTORY INFORMATION

A directory of exhibitors will be given to all attendees. Your company's listing for exhibitor directory and all convention materials will appear as the completed below.

Company: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Company Website Address: _____

To accompany your listing in the Exhibitor Directory, please provide us with a one-paragraph bio on your company. Longer descriptions will be edited, and all directory listings will be emailed to booth contact for approval. The NJAA is not responsible for misspellings or inaccurate information that is provided and/or not approved by the booth contact. The NJAA cannot guarantee your company's listing in the Exhibitor Directory or show materials if the Company Directory Information is received after May 1, 2009. Please limited your listing to 550 characters, including spaces.

5. EXHIBITOR REGISTRATIONS

An Exhibitor Confirmation form will be faxed to the Company Booth Contact upon receipt of this contract recapping all Exhibitor Directory information and company attendees. All names for badges are due by April 24, 2009.

All Full Exhibitor Registrations include access to all convention functions, including the President's Reception, Keynote Luncheon, After Hours Party at the House of Blues, all education sessions, and all non-private meal functions. Below are the 2009 booth allotments for complimentary registrations and Add-ons. Any additional registration above the allotted amount will be charged the appropriate convention registration fee.

Booth Configuration	Complimentary Full Registrations	Add-on Full Registrations - \$150 each
Single Booth	2	1
Double Booth	4	2
Quad Booth	6	4

Complimentary Registrations:

Name of Attendee #1 (included with all booths): _____

Name of Attendee #2 (included with all booths): _____

Name of Attendee #3 (included with Double & Quad booths only): _____

Name of Attendee #4 (included with Double & Quad booths only): _____

Name of Attendee #5 (included with Quad booths only): _____

Name of Attendee #6 (included with Quad booths only): _____

Add-On Registrations:

Name of Attendee #1 (included with all booths): _____

Name of Attendee #2 (included with Double & Quad booths only): _____

Name of Attendee #3 (included with Quad booths only): _____

Name of Attendee #4 (included with Quad booths only): _____

Add-on Registration(s) Subtotal: _____

*** Add-on Registration fees do not have to be submitted with Exhibitor Contract, but must be received by the NJAA before May 1, 2009.**

6. CONTRACT DETAILS

Dated this _____ by and between _____
(hereinafter called Exhibitor) and the New Jersey Apartment Association (hereinafter called the 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 Floor Plan for the New Jersey Apartment Association 20th Annual Conference & Expo, scheduled to take place at Trump Taj Mahal on May 18 - 20, 2009 and the NJAA agrees to hold and reserve said space in said Convention 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 one of this contract. The exhibit fee entitles the Exhibitor to full registrations based on booth configuration as follows - Single booth includes two (2) representatives of your company; Double booth includes four (4) representatives of your company; Quad booth includes six (6) representatives of your company. **Any additional representatives of your company must register and pay the appropriate fees as regular convention attendees.**

MEMBERSHIP RATES: The Booth rates listed on Page 1 of said contact are only offered to Exhibitors in good-standing with the NJAA. In the event that the 2008 or 2009 Membership dues have not been received, the NJAA has the right to charge the Exhibitor the Non-Member rate. In the event that the Non-Member rate is not received by May 1, the NJAA has the right to cancel said Agreement and resell the Exhibitors contracted booth.

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 Trump Taj Mahal, 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 Trump Taj Mahal. The NJAA will, however, in the event of its not being able to hold the Convention 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 Trump Taj Mahal 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 Trump Taj Mahal 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.

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.

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 the 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.

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, then the NJAA shall have the right, without notice to the Exhibitor, to offer said space to another exhibitor and the Exhibitor agrees to forfeit all payments.

SUBLET OF BOOTH SPACE: The Exhibitor shall not assign or sublet any part of the space herein contracted for, without the consent of the NJAA, in writing, duly signed by the NJAA.

SERVICE CONTRACTOR: The Official Service Contractor of the convention is Vista Convention Services.

BOOTH FURNISHINGS: 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). The following booth furnishings will be provided at no charge:

Single Booth: One 6' draped table, two chairs, one wastebasket, and one 120-volt electrical outlet

Double Booth: Two 6' draped tables, four chairs, one wastebasket, and one 120-volt electrical outlet

Quad Booth: Four 6' draped tables, six chairs, two wastebaskets, and one 120-volt electrical outlet

Additional booth furnishings and utilities will be provided on a rental basis through Vista Convention Services.

DECORATOR DETAILS: All booths will be provided with 8' high background drapes (not applicable for Quads) and 3' high side drapes (not applicable to Doubles and Quads). The background and side drapes for this convention will be gray.

CONTRACT DETAILS (CONTINUED)

MOTORIZED VEHICLES: Fuel tanks shall be kept filled at a level of no less than $\frac{1}{4}$ and no more than $\frac{1}{2}$ of its labeled liquid volume for vehicles on display 7 days or less. Vehicles must have a lockable fuel cap. The battery must be disconnected while vehicle is on display. The key to the vehicle must be turned over to Trump Taj Mahal 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. Trump Taj Mahal's Security or Transportation Department will return the key to designated representative. Vehicle must be delivered and removed in time-frame provided by Vista Convention Services and Trump Taj Mahal.

ONSITE FOOD AND BEVERAGE: In accordance with Trump Taj Mahal's rules and regulations, no outside food or beverage may be brought into the exhibit area for the purposes of distributing it to convention attendees.

BOOTH CANCELLATION AND REFUND: After the date of entering into this agreement, if the Exhibitor elects not to use the aforesaid premises for the purposes set forth in this Agreement, the Exhibitor shall notify the NJAA of such cancellation in writing to the NJAA's principal office. Said cancellation shall be effective as of the date of receipt of the aforementioned notice by the NJAA. In such event, the Exhibitor agrees to pay to the NJAA the following sum of money, which is hereby agreed upon as, liquidated damages for the breach of this agreement, it being directly understood and agreed that the amount of damage which the NJAA may secure by reason of the breach hereof cannot be estimated or determined. Hence, this figure is arrived at, which is not a penalty, but it is expressly agreed upon as such liquidated damages:

- If such election is made more than sixty (60) days prior (on or before March 17, 2009) to the commencement of the convention: One half the rental fee, less any expenses incurred by the NJAA in promo materials, construction or installation of the exhibit space.
- If such election is made less than sixty (60) days prior (on or after March 18, 2009) to the commencement of the convention: The full rental fee, plus any expenses incurred by the NJAA in materials, construction or installation of the exhibit space.

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.

CARE OF SPACE RENTED: No boxes, crates, or packing cases will be allowed to remain in any space during the Convention. 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.

CARE OF SPACE: The Exhibitor agrees not to deface, injure or mar the Convention Arena or any of the furniture or fixtures contained therein, and/or any of the property of whatever nature placed therein by the NJAA or Trump Taj Mahal. The Exhibitor shall be liable to Trump Taj Mahal and/or the NJAA for any damage resulting to such Convention Arena 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.

UNOCCUPIED SPACE: The NJAA may, should any rented space remain unoccupied on the opening day, or at any time thereafter, rent said space to any other applicant, but this clause shall not be construed as affecting the obligation of the original Exhibitor to pay the full amount of rental agreed upon.

EMPLOYEES OF EXHIBITORS: During the hours in which the Convention 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.

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 the NJAA.

CONTRACT DETAILS (CONTINUED)

INSTALLATION AND REMOVAL OF EXHIBITS: Convention set up must be done on Monday May 18th between 12:00 and 6:00 PM or Tuesday May 19th between 8:00am and 12noon. Exhibit must not be dismantled until after 1:30 PM on Wednesday May 20th, or at another time as communicated by the NJAA as the close of exhibit hours. All removal of exhibits must be completed by 6:00 PM on May 20th.

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 Taj Mahal or in the Convention Arena.

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 6:00 PM on Wednesday May 20th may be removed by the NJAA, Vista Convention Services or Trump Taj Mahal at the express risk and expense of the Exhibitor. Any exhibits that are removed before 1:30 PM on Wednesday May 20th may incur a \$200 early removal penalty.

BOOTH ASSIGNMENT/CONFIRMATIONS: All space will be confirmed by the NJAA upon receipt of a signed contract and full booth payment. The NJAA will fax to Exhibitor page 7 (Exhibitor Summary Sheet and Confirmation Form) of said contract with actual booth assignment. Any concerns regarding competitive or specific type of exhibitors should be communicated to the NJAA at the time of application for exhibit space. For those Exhibitors included in the lottery process, those confirmation forms will not be faxed until December 22nd.

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.

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 Convention. The reservation concerns person, things, conduct, printed matter, souvenirs, catalogs and all other things, which affect the character of the Convention.

Distribution of literature is specifically allowed from the Exhibitors' booth space. 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 Show, will be asked to vacate the Convention Arena 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 in 2010.

Exhibitors can staff their booth(s) with personnel of their choice, with a maximum of staff people permitted in the booth at any one time based on booth configuration. At any one time, 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 ten (10) staff personnel.

Exhibitors are encouraged to make displays educational and communicative. Distribution of literature, demonstrations, explorations, sales talks, negotiations and registration of prospects are specifically allowed, as well as, actual sales on the floor and taking of orders/sales for future delivery.

Exhibitors are prohibited from soliciting customers in other Convention booths, in the aisles or in any other areas of the Trade Show, i.e., front door. 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 Convention Arena that does not comply by the above.

Potential customers or personal friends may be invited on condition that such invited people are fully paid for, and comply with regulations applicable to all other registrants of the Convention. Revenue lost from violation of this rule will be recovered from the transgressing Exhibitor who accepts the decision of the Convention Committee in the event of a dispute between the "invitee" and the Exhibitor.

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 TAJ MAHAL AND SHOULD BE EXPRESSLY INCORPORATED INTO ANY SUCH AGREEMENT.

Exhibitor Signature

Date

CONTRACT DETAILS (CONTINUED)

**2009 NEW JERSEY APARTMENT ASSOCIATION CONFERENCE & EXPO
EXHIBITOR SUMMARY SHEET AND CONFIRMATION FORM**

PLEASE KEEP A COPY FOR YOUR FILES

FAX TO: (to be completed by Exhibitor)

Contact Name: _____

Company: _____

Fax Number: _____

Date: _____

PAYMENT INFORMATION: PLEASE COMPLETE THE FOLLOWING

- 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): \$ _____

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
2009 NJAA Conference & Expo
Trump Taj Mahal - Mark G. Etes Arena - May 19 & 20 2009

CONTRACT SIGNATURE: PLEASE SIGN THE EXHIBITOR SECTION BELOW

The undersigned Exhibitor proposes to exhibit:		The NJAA accepts this contract for space:	
Signature:		Signature:	
Print Name/Title:		Print Name/Title:	Michelle Rogala, Events Manager
Date:		Date:	