



United in Toronto 2005 • Exhibit Space Application

Exhibit Dates: September 28-29, 2005 • Metro Toronto Convention Centre • Toronto, ON, Canada

Instructions: Exhibiting companies must be a member in good standing with one of the following associations: CECA, NAEC, NAESA International or NAVTP. Type or print this application. Complete all sections. **Sign and return the white & yellow copies of the application including payment made payable to: NAEC, 1298 Wellbrook Circle, N.E., Suite A, Conyers, Georgia 30012, USA.** Upon assignment of space by Show Management, a booth space confirmation will be mailed to you.

Questions? Please contact NAEC at (770) 760-9660 or patti@naec.org.

Section 1 EXHIBITING COMPANY INFORMATION

Company : _____

Mailing Address: _____

Shipping Address: _____

Phone: _____ Toll Free No: _____

Fax: _____

Email Address: _____

Website: _____

Association Membership (Select all that apply):

- CECA Member NAEC Member
 NAESA International Member NAVTP Member

Section 2 EXHIBITOR CONTACT INFORMATION

Contact Name: _____

Mailing Address: _____

Phone: _____ Fax: _____

Email Address: _____

Please note that the Exhibitor Contact above will receive all Exhibitor mailings including the Exhibitor Service Kit.

Section 3 EXHIBIT SPACE

LOCATION PREFERENCES: The following choices indicate the booth number of the preferred booth space.

1st _____ 2nd _____ 3rd _____ 4th _____

SHARING SPACE: We plan to share/co-exhibit with the following association.

Member: _____

Section 4 EXHIBIT SPACE RENTAL

Please Check	Booth Size	2003 Pre-Selection	Prior to Oct 2, 2004	After Oct 2, 2004	Exhibit Space Fee
<input type="checkbox"/>	Single Booth 10'x10'	2,250	2,700	2,900	\$
<input type="checkbox"/>	Double Booth 10'x20'	3,700	4,150	4,350	\$
<input type="checkbox"/>	Triple Booth 10'x30'	4,750	5,200	5,400	\$
<input type="checkbox"/>	Islands or Booths Larger than Triples	14 per sq ft	16 per sq ft	18 per sq ft	\$
Less 2003 Pre-Selection Commitment Deposit Paid Sept '03:					
Less Non-refundable Deposit due with Application: (\$750 w/o 2003 Pre-Selection Commitment/ \$500 with 2003 Pre-Selection Commitment)					
Balance Due March 15, 2005: \$					

Calculation for Larger Booths: _____ X _____ = _____ / _____ X _____ = \$ _____
FEET DEEP FEET WIDE TOTAL SQ. FT. / TOTAL SQ. FT. RATE (\$14/\$16/\$18) EXHIBIT SPACE

A non-refundable deposit payable in U.S. funds must accompany this application. The balance is due March 15, 2005. Applications received after March 15, 2005 must include full payment. There is a \$100 charge for returned checks.

CANCELLATION & REFUND POLICY: All cancellations of space must be received in writing. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space on or before March 15, 2005, the exhibitor will forfeit their total deposit. For cancellations received after March 15, 2005, the exhibitor will be liable for 100% of the cost of the space. Exhibitors cancelling exhibit space will be assessed a booth point penalty against their total accumulated points in the amount of 1 point per 100 sq. ft. cancelled.

Section 5 PAYMENT INFORMATION

Check enclosed payable to NAEC in US funds.

CHECK # _____ DATED _____ AMOUNT \$ _____

Charge \$ _____ VISA MasterCard AMEX

NAME ON CARD _____

CARD # _____ EXP DATE _____

SIGN _____

Section 6 SIGNATURE

We agree to abide by all rules and regulations governing the exposition as printed on the reverse side hereof and which are part of this application. Acceptance of this application by Show Management constitutes a contract.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

FOR NAEC USE ONLY:

Rec'd _____ Size: _____ X _____ Space Assignment: _____

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General Rules and Regulations

These rules and regulations are a bona fide part of the application for exhibit space with the National Association of Elevator Contractors, hereinafter referred to as Show Management, the show's owner and sponsor, for the Convention and Exposition. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure general success and well being of the Show. Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. NAEC reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. Show Management's decision and interpretation shall be accepted as final in all cases.

1. VALID APPLICATION FOR SPACE.

Applicants for exhibit space are required to execute and forward the Exhibit Space Application to Show Management. To be valid, each application must convey either a deposit or full payment depending upon the date it is submitted.

2. PAYMENT OF SPACE.

A non-refundable deposit of \$750 must accompany this application. The balance payment is required on March 15, 2005. Applications received after April 1, 2005 are required to submit full payment. All payments must be in US dollars.

Applications received without such payment will not be processed nor will space assignment be made.

3. CANCELLATION AND REFUNDS.

All cancellations of space must be received in writing. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space on or before March 15, 2005, the exhibitor will forfeit their total deposit. For cancellations received after March 15, 2005, the exhibitor will be liable for 100% of the cost of the space. Exhibitors cancelling exhibit space will be assessed a booth point penalty against their total accumulated points in the amount of 1 point per 100 sq. ft. cancelled.

Failure to appear at the Show does not release exhibitor from responsibility for payment of the full cost of space rented. In the event of cancellation, space reverts back to Show Management for use at its sole discretion. Show Management's ability to resell the space shall not affect the refund schedule.

4. SPACE RENTAL AND ASSIGNMENT OF LOCATION.

Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

5. USE OF SPACE, SHARING SPACE.

No exhibitor may assign, sublet or apportion his space to or with another business entity or individual without the express permission in writing from Show Management. To share an exhibit space, an Exhibit Space Application must be submitted that clearly identifies the "host" and each individual entity proposing to share the exhibit space. Each entity must occupy a minimum of 100 square feet of space in the booth. Upon approval by Show Management, each entity will receive its own listing in the Exhibitor Directory section of the Annual Convention and Exposition Program. No exhibitor may show or demonstrate products or services other than those manufactured or handled in the normal course of his business.

Should any item from a nonexhibiting firm be required for operation of a display, identification of such item shall be limited to the regular name plate or trademark under which same is sold in the general course of business. Sharing space with individuals or companies not officially represented by the contracting exhibitor is strictly prohibited and may result in eviction.

6. OPERATION OF EXHIBITS.

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Booth Representatives. Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. The NAEC Convention and Exposition is a business event and, therefore, individuals under the age of 18 (including infants and children in strollers) are not permitted on the exhibit floor during show hours, nor during move-in and move-out because of high liability. Spouses are invited to visit the exhibit hall only with appropriate credentials.

Music Licensing. Any tenant using copyrighted music during the NAEC Convention and Exposition, whether within the exhibit area, in hospitality space or in any other way related to the NAEC Convention and Exposition, shall obtain permission for such use. This requirement applies to live and recorded music, including that accompanying video or other presentations. Any exhibitor using copyrighted music as set forth above assumes the entire responsibility for its use and for obtaining the appropriate permission and payment of any fees associated with its use. Exhibitor further agrees to protect, indemnify, defend and save NAEC, Show Management, the management of the exhibit hall, and the service contractors and their respective employees and agents harmless against all claims, losses or damages, governmental charges or fines and attorney's fees arising out of or caused by exhibitor's use of said copyrighted music.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

Photography, Videography. Exhibitors may photograph or videotape their own booths and equipment for any purposes they deem necessary. Other than an exhibitor's own booth, no exhibit, performance or event presented at the exposition shall be photographed, videotaped, broadcast or recorded by anyone or any party except the official vendor of those services as selected by Show Management. Legitimate members of the trade press, displaying Press badges, may photograph exhibits in the course of their reporting the event.

7. ARRANGEMENT OF EXHIBITS.

Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of Show Management.

Exhibitors are required to and are responsible for carpeting their entire booth space. Booths not fully carpeted by two hours prior to show opening will be carpeted at the exhibitor's expense.

Exhibitor Plan Review. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

8. EXHIBITS AND PUBLIC POLICY.

Each exhibitor is charged with knowledge of all State, County, and City Laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the exposition. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building.

Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials, and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them.

All booth decorations must meet flame-proofing codes. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc.

If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

Independent contractors must conform to IAEM, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

An exhibitor who makes any claim or advertises at the NAEC Convention and Exposition in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy, may, in the sole discretion of Show Management, be required to discontinue such claim or advertising.

9. INSTALLATION AND REMOVAL.

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Any space not claimed and occupied by 5 p.m. on September 27, 2005 may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition.

Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

10. STORAGE OF PACKING CRATES AND BOXES.

Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the exhibitor's sole risk and expense.

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty."

Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Management for removal time and materials at prevailing rates. Neither Show Management, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

11. EXHIBITOR'S AUTHORIZED REPRESENTATIVE.

The exhibiting firm assumes responsibility for its authorized representative to follow all Show Management Contract Rules and Regulations.

12. LIABILITY AND INSURANCE.

All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor.

Each exhibitor must provide Show Management a Certificate of Insurance by August 15, 2005,

which clearly demonstrates general liability coverage of at least \$1,000,000 and an effective date extending through September 30, 2005.

13. INDEMNIFICATION.

Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage. Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Copyrights, Patents, Trade Secrets. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, trade secrets, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless NAEC, Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

14. WAIVER.

Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

15. ATTORNEYS' FEES.

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

16. 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 NAEC, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

17. SOCIAL FUNCTIONS/SPECIAL EVENTS.

Any social function or special event planned by an exhibiting company, to take place during the NAEC Convention and Exposition, must be approved by NAEC.

18. OTHER REGULATIONS.

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED ANY AMENDMENTS, WHEN MADE, ARE BROUGHT TO THE NOTICE OF EXHIBITORS. EACH EXHIBITOR, FOR HIMSELF AND HIS EMPLOYEES, AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE.**