

Application & Contract for Exhibit Space
2023 ACI-NA ANNUAL CONFERENCE & EXHIBITION
OCTOBER 1-3, 2023
Long Beach Convention Center – Long Beach, CA



Please Print or Type Below. Be sure to read the Terms and Conditions on page 2 of this contract, which are part of the Application and Contract for Exhibit Space.

Company Information for Publication:

Company Name _____
 Street Address _____
 City _____
 State/Province _____ Zip/Postal Code _____
 Country _____ Phone _____


Contact Information for Exhibition Correspondence:

Name _____ Title _____
 Street Address _____
 City _____
 State/Province _____ Zip/Postal Code _____
 Country _____ Phone _____
 E-mail _____
 Web Site _____

Signature of Authorized Representative:

I, the duly authorized representative of the company, on behalf of the company listed above, agree to all the terms and conditions contained in this Application and Contract for Exhibit Space and the Exhibitor Service Manual.

Acknowledged and Accepted by:

Authorized Signature _____ 
 Name _____ Title _____
 Date _____

PRICING:

Per 10'x10' booth. All prices in U.S. Dollars.

	<i>Reserve booth and Payment by March 1, 2023</i>	<i>Reserve booth and Payment after March 1, 2023</i>
ACI/ACI-NA Member	\$4,775	\$5,275
Non-Member	\$6,700	\$7,200

_____ 10'x10' booths x \$ _____ = \$ _____

A discount of \$665 per booth is available for ACI/ACI-NA Members purchasing four or more 10'x10' booths (20'x20' or larger).

SELECTION:

Booth Size Preference: _____ ft. x _____ ft. = _____ sq. ft. (All booths are in 10'x10' increments.)
 Booth # Preferences: 1. _____ 2. _____ 3. _____
 4. _____ 5. _____ 6. _____

List firms you do not want to be adjacent to or across from (ACI-NA will make every attempt to accommodate, but cannot guarantee your request): _____

If an exhibitor cancels all or part of the exhibit space contracted for, the exhibitor must do so in writing and will be obligated to pay ACI-NA fees based on the following schedule:

- Cancel by December 2, 2022: 0% of exhibit space rental due**
- Cancel between December 3, 2022 and May 5, 2023 50% of exhibit space rental due**
- Cancel after May 5, 2023: 100% of exhibit space rental due**

Forfeited payments or payments due for canceled booths MAY NOT be used toward sponsorships or advertising in the conference directory. Canceled booths forfeit exhibitor benefits such as priority points, complimentary registrations, and attendee registration lists.

FOR ACI-NA USE ONLY:

Exhibit Space Assigned: _____ Date Received: _____ Accepted by: _____

Please submit contracts to:
 blewis@showmngmt.com


Questions? Contact Brad Lewis, Director of Exhibit Sales & Operations, at 301-625-5123 or blewis@showmngmt.com.

By submitting this Application & Contract for Exhibit Space, we request space at the ACI-NA Exhibition to be held October 1-3, 2023 in Long Beach, CA. We agree to pay ACI-NA for said space in accordance with the terms and conditions outlined herein and understand that, once accepted by ACI-NA, this document, including the Regulations printed on the back or second page of this document, constitute a valid and binding contract between us and ACI-NA.

We agree to the cancellation schedule as laid out at the bottom of this page. We understand that **50% payment is due by December 2, 2022 and 100% payment is due by May 5, 2023.**

We understand that if our payment in full is not received by May 5, 2023, our company may be removed from our current exhibit space. **This will not release us from financial obligation.**

We understand that we cannot hold any hospitality events that conflict with official conference activities. Exhibitor events cannot begin until 7:15 PM on Sunday and Monday.

_____ 

Method of Payment

- Check enclosed/forthcoming, payable to ACI-NA (U.S. dollars drawn from a U.S. bank)
- Purchase Order # _____
- Wire Transfer
- Please charge my credit card:

I, _____,

hereby authorize ACI-NA to charge my credit card the TOTAL* of _____.

Card #: _____

CC ID #: _____
 (4 digit number on front of AMEX; 3 digit number on the back of VISA/MC next to signature)

Exp. Date: _____

Signature: _____

Name on card: _____

Billing Address: _____

*The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL. I promise to pay such TOTAL subject to and in accordance with the agreement governing the use of such card. My signature on this order form authorizes ACI-NA to charge my credit card number listed on this order form for the amount shown as TOTAL.

TERMS AND CONDITIONS

PAYMENT: Applications will not be processed without a duly signed Application & Contract for Exhibit Space ("Contract"). 50% payment is due if Contract is submitted between December 2, 2022 and May 5, 2023. 100% payment is due if Contract is submitted after May 5, 2023. Once full payment is received, ACI-NA will place exhibitor in the best available exhibit space available at that time. Exhibitor's fees must be paid in full prior to receiving exhibitor benefits like attendee lists, listing in the official printed guide, etc. ACI-NA reserves the right to remove exhibitor's reserved booth from the floorplan due to non-payment; provided, however that exhibitor shall be liable for both fees in accordance with the cancellation schedule herein. Failure to pay contracted balances will bar exhibitor from future ACI events until payment is received.

CANCELLATION OF EXHIBIT SPACE: All cancellations must be made in writing. Cancellation fees are applicable even if the exhibit space subsequently is rented by ACI-NA to another exhibitor. Upon cancellation, exhibitor will lose the right to use the complimentary exhibitor registrations and all other exhibitor benefits granted by this Contract.

ELIGIBILITY FOR PARTICIPATION: ACI-NA reserves the right to determine the eligibility of any company or product to participate in the exhibition hall. Exhibitor shall not show goods or services other than those manufactured or distributed by the exhibitor in the regular course of business. No firm or organization not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibition hall. ACI-NA may refuse rental of exhibit space if, in the sole opinion of ACI-NA, good and services to be displayed are not compatible with the educational character and objectives of the exhibition hall or the conference.

SUBLET OF EXHIBIT SPACE: Exhibitor shall not assign, sublet or share exhibit space except with written previous approval of ACI-NA. Exhibitor shall not feature names of non-exhibiting manufacturers, service providers, distributors, or agents in the exhibitor's display, with the exception of parent or subsidiary entities.

LIABILITY: Neither ACI-NA, its members, nor the representatives and employees thereof, nor the convention center ("Indemnitees") will be responsible for injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by this Contract. Exhibitor hereby expressly assumes all risk of injury, loss or damage and expressly releases the Indemnitees from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the booth occupied by the exhibitor shall be the exhibitor's responsibility.

DAMAGE TO PROPERTY: Exhibitor will be liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. Exhibitor shall not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.

LABOR: Exhibitor shall observe all contracts in effect between service contractors, the convention center, and various labor organizations.

USE OF EXHIBITOR-APPOINTED CONTRACTORS: If exhibitor chooses to use labor services other than those provided through the Official Service Contractor, exhibitor shall, by September 1, 2023, provide the Official Service Contractor with a certificate of insurance, verifying that its contractors have at least \$1,000,000 in general liability coverage and at least the statutory minimum in workers' compensation coverage. Exhibitor shall supply its contractors with all necessary information regarding installation and dismantling, material handling, etc. Neither the Official Service Contractor nor ACI-NA can supply exhibitor service kits to non-official contractors.

INSTALLATION: All displays must be fully set up and ready by 2 pm on Sunday, October 1, 2023. After that time, set up will be at the discretion of ACI-NA, and any applicable expenses will be the sole responsibility of exhibitor. The exhibition will open to conference participants promptly at 5 pm on Sunday, October 1, 2023.

CONFLICTING EVENTS DURING SHOW HOURS: Exhibitor shall not extend invitations, call meetings, hospitality events or otherwise encourage the absence of industry professionals from the exhibit hall and meeting rooms during the hours of all education and show activities. All requests for meeting rooms, hotel suites and special function rooms must be approved by ACI-NA.

DISMANTLING: The dismantling of displays begins at 3 pm and ends at 7 pm on Tuesday, October 3, 2023. Dismantling continues at 8 am and ends at 4 pm on Wednesday, October 4, 2023. Exhibitor may not dismantle or disturb their exhibits until the start of the dismantling period. All exhibitor displays or materials left in booths without instructions may be packed and shipped at the discretion of ACI-NA and at the exhibitor's sole cost and expense.

EXHIBITOR'S REPRESENTATIVE: Exhibitor shall have a representative in attendance throughout the period of the exhibition. Only representatives who are employed by exhibitor and who will be working in the booth are to be registered as exhibitor personnel. Badges will be required for entry into the exhibit hall at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders. In all cases, no person under 16 years of age may be granted admission into the exhibit hall.

RESTRICTIONS OF ACTIVITIES: Exhibitor shall not interfere with the use of other exhibits or impede access to them, or impede the free use of the aisle. All booth personnel shall confine their activities to the exhibitor's booth space. This includes physical incursions, as well as sound or light. Distribution of any printed material, souvenirs or other articles shall be confined to the space assigned. Apart from the specific display space for exhibitor has contracted with ACI-NA, no part of event center and its grounds may be used by exhibitor for display purposes of any kind or nature unless permitted by separate contract with ACI-NA. Within the event center property, exhibitor brand or company logos, signs and trademark displays will be limited to the official exhibit area only.

SOUND: In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisily operating displays be allowed. Loud machinery may be run only for reasonable periodic demonstrations. Videos or movies relating to the exhibitor's equipment are permitted, provided that projection equipment and screen are located on the rear one-third of the booth, and all viewers stand or sit within the booth. Sound videos or movies will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems will be permitted only if set to a conversational level and if not objectionable to neighboring exhibitors.

INTELLECTUAL PROPERTY: Exhibitor certifies that it owns or validly possess the rights to display and discuss all patents, copyrights, and trademarks included in its exhibit. No copyrighted music shall be played or sung in the exhibit hall in any fashion (including, but not limited to, background music on video or audio tape presentations) without rights or appropriate licensing. No copyrighted images or miscellaneous materials may be used in any form without rights or appropriate licensing. The exhibitor is solely responsible for obtaining appropriate licenses for material not owned by the exhibitor. The exhibitor shall indemnify the Indemnitees, and shall hold them free and harmless from any and all liability whatsoever for any infringement of or other violation arising out of the use of intellectual property.

PHOTOGRAPHY: Exhibitor agrees any photographs taken within the exhibit hall shall not include any part of another exhibitor's display or personnel. ACI-NA and its agents reserve the right to photograph and/or record exhibits and exhibitors, and to use such likenesses for future promotional purposes.

DIRECT SELLING: If engaged in onsite sales transactions, the exhibitor shall be responsible for complying with all applicable federal, state, provincial, and local tax and other laws including but not limited to those pertaining to the collection and remittance of sales taxes.

BOOTH CONSTRUCTION GUIDELINES: Booth construction guidelines are set forth in the International Association of Exhibitions and Events (IAEE) display rules and regulations. These guidelines are incorporated by reference and made part hereto.

SECURITY: As a courtesy to exhibitors, ACI-NA will arrange for perimeter security for the exhibit hall during installation, dismantling, and show days. However, the provision of such security is not a guarantee or indemnity against loss or theft of any kind. Exhibitor shall be solely responsible for safeguarding its materials, equipment, and displays at all times.

CHANGES TO FLOORPLAN: Airports Council International – North America reserves the right to make changes any time in the location, size, and display limits of any booth, including, without limitation, to the overall placement of exhibit booths in order to adhere to social distancing/COVID-19 guidelines put in place by federal, state, provincial or local authorities, the convention center, or ACI-NA.

SAFETY REGULATIONS: The exhibitor shall comply with all federal, state, provincial, and local laws, ordinances, and regulations concerning fire and life safety. Booth decorations must be flame-proofed and the exhibitor shall provide a certificate of flame retardant if requested. Exhibitors shall adhere to all convention center guidelines for cooking, if applicable. Electrical wiring shall conform with all federal, state, provincial, and municipal government requirements and regulations, and with the National Electrical Code. If inspection indicates that exhibitor has neglected to comply with these regulations, or otherwise creates a fire or safety hazard, ACI-NA reserves the right to cancel, without refund to the exhibitor, all or such part of exhibitor's exhibit.

CONVENTION CANCELLATION: If the exhibit premises are damaged or destroyed, or if the exhibit fails to take place as scheduled or is interrupted and/or discontinued, or if access to the exhibit hall or convention center is prevented or interfered with by reason of a strike, lockout, injunction, act of war, act of God, emergency declared by any governmental agency or ACI-NA, or for any other reason, this Contract may be terminated by ACI-NA. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of ACI-NA will be to refund payments made pursuant hereto, less the pro rata share of costs and expenses committed to and incurred by ACI-NA.

TERMINATION OF THE RIGHT TO EXHIBIT: ACI-NA reserves the right to terminate this Contract or to withhold from exhibitor possession of exhibit space if the exhibitor fails to perform any material term of this Contract. In the event of a default by the exhibitor, exhibitor shall forfeit as liquidated damages the amount paid for the space rental, regardless of whether ACI-NA relets the space involved.

INSURANCE & INDEMNIFICATION: Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to persons or damage to exhibitor's display, equipment, or other property caused by the exhibitor, its employees, agents and contractors and agrees to indemnify, defend and hold harmless the Indemnitees against all claims or expense for such losses, including reasonable attorney's fees, except to the extent of any liability caused by the gross negligence of the Indemnitees. Exhibitor shall carry at least \$1,000,000 in liability insurance coverage to support its indemnification requirements, shall provide ACI-NA with evidence of such insurance coverage on request, and shall include ACI-NA as an additional insured on such insurance coverage.

PROPERTY DAMAGE: Exhibitor shall surrender the space it occupies in the same condition as it was at the commencement of occupation. Exhibitor shall be liable for any damage caused by it or its representatives to building floors, walls, or columns, or to the property of other exhibitors.

MEETING MANAGEMENT: ACI-NA will establish all meeting policies. All matters and questions not covered by these terms are subject to the decision of ACI-NA in its sole discretion. Exhibitor shall comply with the policies, rules, and regulations of the Long Beach Convention Center, which are available online and upon request to ACI-NA.

PANDEMIC: In the event of a pandemic, ACI-NA will follow all applicable federal, state, provincial and local rules and guidance regarding large gatherings in Long Beach, as well as travel to/from Long Beach. If ACI-NA is unable to legally convene due to ordinances put in place by local and/or federal governments, current exhibitors will be given the option to either receive a refund or roll their commitment/monies paid to the following year's event. Exhibitors who decide to cancel their participation prior to an official announcement from ACI-NA will do so in accordance with the normal cancellation schedule, and will not be eligible for any additional refunds should ACI-NA be forced to cancel the event at a later date. Fees paid will automatically be transferred to the following year's event.

COMPLIANCE WITH LOCAL RULES: Exhibitor shall comply with all applicable federal, state, provincial, and local laws, rules, and regulations, as well as the rules and regulations of the Long Beach Convention Center and ACI-NA, which during the pandemic may include but not be limited to: mask mandates, social distancing requirements, prohibition of handshakes and business card exchanges, and room capacity restrictions.