



Tools for the Future

Application and Contract for Exhibit Space: Texas Station – No. Las Vegas 2006

Company Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Contract Authorization: _____

Address (if different from above): _____

Telephone: _____ Fax: _____ Email: _____

On-Site Exhibitor: _____

Name on Booth Sign: _____

Booth Rates and Description/Nevada Library Association 2006 Conference

Type of Booth	Rental Fee	Size	Includes Premium Location*	Includes 1 Box Lunch Each Day	Includes High Speed Internet Line	Includes Ad In Conference Program
Oil Baron Sold Out!	\$1350.00	8 X 10	Yes	Yes	Yes	Yes
Tycoon	\$900.00	8 X 8	Yes	Yes	Extra Fee	Extra Fee
Speculator	\$800.00	8 X 8	No	Yes	Extra Fee	Extra Fee
Wildcatter	\$650.00	6 X 8	No	No	Extra Fee	Extra Fee

*Premium Location—near Main Entry Doors or corners

Other Booth Requirements:

Access to Electricity	\$ 75.00 flat fee	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Telephone Line Access	\$150.00 per day	<input type="checkbox"/> Aug 17 th	<input type="checkbox"/> Aug 18 th
High Speed Internet Access	\$350.00 per day	<input type="checkbox"/> Aug 17 th	<input type="checkbox"/> Aug 18 th
Add a Corner	\$150.00 flat fee	<input type="checkbox"/> Yes	<input type="checkbox"/> No

We prefer not to be located next to the following competitors: _____

Send completed application and check payable to NLA Conference to: Leo Segura, NLA Conference Chair, Sahara West Library, 9600 W. Sahara Ave., Las Vegas, NV 89117

Cancellation Policy: Exhibitor submitting written notice of cancellation of booth space by June 15th shall be entitled to the rental refund minus \$100.00 processing and resale fee. No refunds will be made after June 15th.

These rules and regulations are a bona fide part of the contract for exhibit space with the Nevada Library Association hereinafter referred to as NLA, for the Annual Conference NLA 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 the general success and well being of the Conference. Each exhibitor, for himself, his employees, and his contractors agrees to abide by these regulations and by any amendments or additions hereafter made by NLA. NLA reserves the rights 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 Conference 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. NLA 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.

Decision and interpretation by NLA's Conference Committee shall be accepted as final in all cases.

1. PAYMENT OF SPACE. Regular Booths: Applications submitted prior to June 15th, 2006 must be accompanied by a deposit in the amount of \$250 payable in U.S. funds and drawn on a U.S. bank (minimum deposit is \$250). Applications received without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable on June 15th, 2006.

2. CANCELLATION AND REFUNDS. The NLA Treasurer must receive all cancellations of booth space in writing. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If NLA receives a written request for cancellation of space on or before June 15, 2006, the exhibitor will be eligible for a full refund minus a \$100 administrative processing fee. No refunds will be made after June 15th, 2006.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental charge at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, NLA shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not NLA enters into a further lease for the space involved.

In case the conference shall not be held for any reason whatsoever, then and thereupon, the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorata amount already paid for space for this specific event.

3. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by NLA in keeping with the preferences as to location requested by the exhibitor. **NLA Conference Committee, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

4. USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing from NLA's Conference Committee. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.

Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business.

No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

5. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name at least one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times.

For their own safety and protection, persons under the age of sixteen (16) may not staff the booth or assist in the move-in and/or move-out of any exhibit.

6. INSTALLATIONS AND REMOVAL. NLA 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 9:00 a.m. on the opening day of the Show 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.

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.

8. EXHIBITS & 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 this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. 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. Any and all damage, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the exhibitor.

The exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted. NLA 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, NLA Conference Committee will endeavor to answer them.

Exhibitors must comply with City and State fire regulations. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Electrical equipment and wiring must conform to National Electrical Code Safety Rules. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense.

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 the NLA Conference Committee for information concerning facilities or regulations.

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

9. 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 visibly 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 Conference Committee Members. It is the exhibitor's responsibility to mark and identify his crates and boxes.

Crates and boxes not properly marked or identified may be destroyed. NLA assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Every effort will be made to protect the crates from the elements, but neither NLA nor its service contractors will assume any responsibility for damage to them.

The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. The service contractor will bill exhibitors for removal time and materials at prevailing rates. NLA, the service contractor, or the exhibit facility shall not assume any liability whatsoever for loss or damage.

****Prior arrangements must be made if your group will be sending boxes/crates to the Hotel. All materials shipped directly to the hotel must have the following information on the shipping label:**

**ATTN: GUEST NAME/DATE of Arrival
NV Library Conference (August 15-19, 2006)
c/o Texas Station – Attn: Julie Mederos
2101 Texas Star Lane
Las Vegas, NV 89032**

10. OPERATION OF EXHIBITS. NLA 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 that, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by NLA 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.

Alcoholic Beverages. Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of NLA.

Direct Sales. No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

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. Advertising circulars, catalogs, folders or devices shall not 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.

Music Licensing. Any exhibitor using copyrighted music during the NLA National Conference 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 NLA, NLA Conference Committee, 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. Microphones are not permitted. Exhibits that 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.

Live Animals. Live animals are 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. **Irregular Activities.** All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor's product must be submitted for approval to Show Management three (3) weeks prior to the opening of the exposition. Noisemakers of any kind will not be permitted. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

11. SOCIAL ACTIVITIES. Any social function or special event planned by an exhibiting company, to take place during the operating hours of the NLA Annual Conference, must be pre-approved by PLA. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exposition activities, including exhibit hours, social functions, educational seminars and any other related activities scheduled by NLA. Distribution of exhibitor materials is not permitted to attendee sleeping room doors, NLA meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space.

12. LIABILITIES 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 NLA, 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.

It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

13. INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold and save NLA whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against NLA 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 NLA by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of NLA. Exhibitor covenants and agrees that in case NLA 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 NLA by virtue of any such litigation.

Property Damage. Neither NLA 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. In the event that such occurrence results in cancellation of the exposition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of NLA and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless NLA, 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. NLA 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 NLA. No delay or omission by NLA in exercising any of its rights shall operate as a waiver of such rights and a waiver of such 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 NLA 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, NLA, 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 NLA, 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. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of NLA Conference Committee. **THE CONFERENCE COMMITTEE SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT**

OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.

DATE _____

AUTHORIZED SIGNATURE—*This line must be signed for acceptance of contract.* _____

