

2009 NATIONAL APARTMENT ASSOCIATION EDUCATION CONFERENCE & EXPOSITION BOOTH SPACE APPLICATION



JUNE 25-27, 2009
MANDALAY BAY RESORT & CASINO, LAS VEGAS, NV

2009 National Apartment Association Education Conference & Exposition is sponsored by the National Apartment Association (NAA), publisher of *units* magazine

Company Name (as you wish it to appear in promotional materials) _____

Primary Contact Name (primary contact receives all show info) _____

Title _____

Address (street address only) _____

City _____ **State** _____ **ZIP** _____

Phone (include area code) _____ **Fax** _____

E-mail Address (For Show Management use only) _____

Is Your Company: **An NAA Member** **Yes** **No** **Affiliate** _____

Is Your Company: **A National Suppliers Council Member** **Yes** **No** **Interested in Becoming**

Types of Products/Services to be Displayed _____

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS OF THE 2009 NATIONAL APARTMENT ASSOCIATION EDUCATION CONFERENCE & EXPOSITION *(on the back of this contract)*

Signature _____ **Date** _____

Signature on application signifies that the company representative has read and agrees to the 2009 National Apartment Association Education Conference & Exposition Show Rules & Regulations.

BOOTH FEES

Booths may be purchased in increments of 10'x10' / 100 sq. ft. of space. Prices listed are for a 10'x10' / 100 sq. feet of space. Each 10'x10' space will include an 8 foot back drape and 3 foot side drapes. Each exhibitor will receive a complimentary company sign and directory listing.

Member Rate: \$3,000 per 10 x 10 / 100 sq. ft. of space

Non-Member Rate: \$3,400 per 10 x 10 / 100 sq. ft. of space

BOOTH SIZE

____ 10 x 10 (100 sq ft) ____ 20 x 20 (400 sq ft) ____ 50 x 20 (1,000 sq ft)
 ____ 10 x 20 (200 sq ft) ____ 20 x 30 (600 sq ft) ____ 50 x 40 (2,000 sq ft)
 ____ 20 x 40 (800 sq ft)

How did you hear about us? _____

PAYMENT

Check enclosed

Visa MasterCard AmEx

Amount to Charge (100% payment due) _____

Name on Card _____

Card Number _____ Exp. Date _____

Signature _____

All payments will be applied first to outstanding NAA obligations, then toward booth space. NAA reserves the right to use credit card to satisfy outstanding obligations.

EXHIBIT LOCATION PREFERENCE

1st Choice _____ 2nd Choice _____ 3rd Choice _____
 4th Choice _____ 5th Choice _____ 6th Choice _____
 7th Choice _____ 8th Choice _____ 9th Choice _____
 10th Choice _____ 11th Choice _____ 12th Choice _____

•Please note all preferences are considered but not guaranteed.

Please try not to assign our booth near the following companies:

Show Management will notify you of your booth assignment by return mail, fax, or e-mail. Booths will not be assigned until payment is received in full. NAA National Suppliers Council (NSC) members will receive priority booth assignments. All other assignments are made according to the order in which the contracts are received. Contracts must be accompanied by 100% payment and completed in full to be processed.

RETURN TO: NAA Education Conference & Exposition

Wholesale Lockbox
 P.O. Box 75468
 Baltimore, MD 21275-5468
 FAX: 703/248-9441

NOTE: NAA USE ONLY

Amount Paid: \$ _____

Date Processed: ____ / ____ / ____

ID #: _____

Booth #: _____

Close Batch ____ / ____ / ____ IMIS ____ / ____ / ____

Excel ____ / ____ / ____ Conf. Letter ____ / ____ / ____

Exhibit Kit ____ / ____ / ____

THE 2009 NATIONAL APARTMENT ASSOCIATION EDUCATION CONFERENCE & EXPOSITION RULES AND REGULATIONS

1. Contract for Space. The Booth Space Application, the formal notice of space assignment by the National Apartment Association (NAA), hereinafter referred to as Show Management. These Rules and Regulations and any subsequent rules and regulations adopted by NAA with regard to the 2009 National Apartment Association Education Conference & Exposition constitute a contract for the right to exhibit at the 2009 National Apartment Association Education Conference & Exposition. All matters regarding these Rules and Regulations and exhibitor's compliance therewith shall be determined by Show Management in its sole and absolute discretion.

2. Cost of Space. Charges for assigned space, identified in this Lease and shown on the official plans, will be as follows: Booths may be purchased in increments of 10'x10' / 100 sq. feet of space. Prices listed are for a 10'x10' / 100 sq. feet of space. Booths purchased before August 1, 2008 • Member rate \$2,700 • Non-member rate \$3,100 Booths purchased on August 1, 2008 and after • Member rate \$3,000 • Non-member rate \$3,400

3. Service Provided. In exchange for payment in full for the booth(s) contracted by the exhibitor, Show Management will provide the following for each booth: 10'x10' space, draped to a height of 8 feet in back and 36 inches on each side; and a sign to identify the exhibitor. Requests for all utilities, such as water, gas, compressed air and regular or increased voltage electrical connections, should be specified on the order forms from the decorator company. The Conference Decorator(s) or their agents for these services will make individual charges for furniture, decorations or utilities. All utility, carpet, and furniture needs are to be paid for by the exhibitor.

4. Payment for Space. All booth space requires a 100% payment to accompany the Booth Space Application. Exhibit booths will not be assigned until full payment for space has been received by Show Management. All monies paid shall be retained by NAA. In the event the Exhibitor fails to fulfill or violates its contract, or withdraws from the NAA Exposition, the respective booth space shall immediately revert to Show Management.

5. Cancellation of Booth Space.

(a) Failure to occupy booth(s) or cancellation of space are not subject to refunds. No part of any payment will be refunded or applied to any future contract. Exhibiting companies that are part of a merger, acquisition, or no longer operating after contracting booth space will not be refunded any part of booth fee, nor will any amount be applied toward another exhibiting companies booth or future year booth or outstanding NAA obligation. Booth space is non-transferable. Exhibitors failing to notify Show Management of cancellation six weeks from show date will be unable to exhibit the following year. Exhibitors canceling space who have not met the 100% payment obligation remain liable for remaining balance, regardless of the cancellation date. Balance remaining must be satisfied before the exhibitor can participate in any future year NAA event or advertising opportunity.

(b) Downsizing: Companies downsizing booth space remain liable for entire amount of original contracted space, regardless of time notice. Booths that are downsized after payment in full has been received will be moved to a new location if downsizing from 10x20 space or larger. Booths that are 10x20 or larger will not be divided to accommodate new booth size.

6. Booth Assignment/Confirmation. Booth assignment will be made available to the National Suppliers Council (NSC) members based on longevity of membership and years of NAA Exhibit participation; all other companies receive second choice based on a first-come, first-serve basis. All spaces will be confirmed upon receipt by Show Management of a signed Booth Space Application, payment in full, and written notification from Show Management to a company representative of actual booth assignment. Any concerns regarding competition or a specific type of exhibitor should be communicated to the Show Management at the time of application for exhibit space. The concerns are considered but cannot be guaranteed.

7. Adjust Booth Assignment. Show Management reserves the right to adjust booth assignments at its discretion to ensure an even flow of traffic.

8. Exhibitor Information. Show Management may use the information supplied by the Exhibitor on the Exhibitor's Booth Space Application as part of NAA marketing, advertising and other promotional materials.

9. Move-in/Move-out. Time periods, deadlines, and restrictions for move-in and move-out of exhibit areas shall be determined by Show Management in its sole discretion and all exhibitors shall be given adequate notice thereof. Exhibitors who move out prior to the specified time will not be able to purchase booth space at the discounted rate and will lose any NSC benefits for the coming year.

10. Exhibit Hours. Expo Hours will be determined and posted by NAA at least 120 days prior to show date. (Hours may be changed at any time at the discretion of Show Management.)

11. Character of Exhibits. Show Management reserves the right to decline any exhibit, exhibitor or proposed exhibit, which in its sole discretion is not suitable for the Show. This reservation concerns persons, things, conduct, printed matter, souvenirs, catalogs and all other things, which affect the character of the Show. Exhibitors only have the right to distribute catalogs, souvenirs and all other matter from the space occupied by them. Exhibitors must receive written permission 30 days in advance from Show Management to place a live animal in their booth.

12. Exhibit Specification. The height of display shall be limited to the height of the 8-foot curtain backdrop. Exhibitors shall limit the height of the display material at the sides to 36 inches, from the front of their exhibit to a depth of 5 feet. Show Management must approve in writing any display that exceeds these specifications. End cap booths (back-to-back corner spaces combined to make one booth facing an aisle) have a back wall 22'-9" wide. The center 12'-9" of that back wall may contain a display 8 feet in height. The 5 feet on either side of that center position is limited to display 36 inches in height. (Island booths have a height restriction of 25'). Unfinished sides left exposed shall be draped or finished at the expense of the exhibitor. No exhibit shall be allowed to project into the aisle beyond the space assigned. Exhibit booth displays in the Show requiring height clearance, beyond the previous standard height dimensions must have written approval from the Show Management. These enlarged displays are encouraged and will be allowed in specific areas of the Show floor. Proposals for such displays must be presented in writing for approval prior to show set-up time. Island booths cannot be enclosed, obstructing the line of vision of booths around it.

13. General Restrictions

(a) Exhibitor shall not in any manner indicate that an NAA endorsement or approval of Exhibitor's product(s) or service(s) has been given by NAA merely because NAA has allowed such product(s) or service(s) or literature to be displayed at its exposition; this includes but is not limited to the use of the NAA, or 2009 National Apartment Association Education Conference & Exposition Show logo.

(b) Tacking, posting, taping or nailing signs, banners, etc. to any permanent walls or woodwork will not be permitted. Any damage to the exhibit hall by Exhibitors or their employees or agents shall be paid for by the Exhibitor causing such damage.

(c) No visual or audio recording or transmission of the 2009 National Apartment Association Education Conference & Exposition may be made by or on behalf of the Exhibitor without the prior written consent of NAA and the hotel and/or convention center.

(d) Exhibitors shall not perform or play/broadcast any music during the 2009 National Apartment Association Education Conference & Exposition without written consent from Show Management and shall indemnify NAA, their officers, directors, members and agents from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees) resulting from or arising out of Exhibitor's performance of music during the 2009 National Apartment Association Education Conference & Exposition.

(e) Show Management reserves the right to regulate the volume on any and all loudspeakers; radios, television sets and/or musical instruments during exhibit hours.

(f) Only one company is permitted to occupy each booth space. More than one company is not permitted to purchase a booth together. No exhibitor shall assign, sublet or apportion the whole or any portion of the allotted booth, nor exhibit therein any literature or display other than that produced or distributed by the Exhibitor in the regular course of his/her business. Exhibitor personnel must be representative(s) of the contracting company. Contracting company must be company exhibiting. Companies with separate divisions operating under different names must purchase separate booths.

NSC companies with separate divisions operating under names other than NSC member name will not receive NSC member benefits in any capacity. NSC companies with separate divisions operating under names other than NSC member name may not use the NSC status when selecting booth space for separate divisions.

(g) Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form, including but not limited to handing out business cards or promotional material in the exhibition area. Violators of this prohibition will be promptly ejected from the show without refund.

(h) Admission to the 2009 National Apartment Association Education Conference & Exposition, including set-up and takedown times, will be by registration badges only and all exhibitor personnel must abide by established registration fee and/or policy requirements of the 2009 National Apartment Association Education Conference & Exposition.

(i) The use of any public area outside of the exhibit area for the display of products and/or services or demonstrations or the distribution of circulars, samples or other material is strictly prohibited.

(j) Exhibitor shall not use or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner which constitutes waste or nuisance; or any manner which causes injury to the Hotel and/or Convention Center.

14. Default. If this contract is breached by the Exhibitor, exhibitor will not be permitted to exhibit and will be subject to eviction without refund. No waiver of any breach of these rules shall be held to be a waiver of any subsequent breach.

15. Booth Personnel and Literature.

(a) Distribution of literature is specifically allowed from the exhibitors' booths space. Exhibitors may staff their booth(s) with a maximum of 3 people permitted per 100 square feet of booth space. Exhibitors are encouraged to make displays educational and communicative. Distribution of literature, demonstrations, explanations, sales talks, negotiations and registration of prospects are specifically allowed within contracted space, as well as actual sales on the floor and taking of orders/sales for future delivery. Exhibitors are prohibited from soliciting customers in other exhibitors' booths, in the aisle(s) immediately in front of their booth(s) or in any other areas of the Show, e.g. front door. All literature mailed to attendees either prior to or after the 2009 National Apartment Association Education Conference & Exposition, using the Attendee Mailing List, must be approved by Show Management.

(b) Badges allow access to show floor only; separate registrations must be purchased to attend seminars and special events. Charges will apply for any name changes on badges.

16. Exhibitor Conduct. Exhibitors may not enter the booths of other exhibitors without invitation; no exhibitor may call or invite a visitor out of one booth space and into their own. Exhibitors must remain within their own exhibit space while distributing literature, product samples or other materials. The aisles may not be used for any product/service business solicitation purpose. Violations will be reported to Show Management for appropriate action.

17. Floor Marshals. The NAA has the right to appoint Floor Marshals to enforce the rules and regulations enumerated in this contract. Floor marshal warnings are considered Show Management warnings. Exhibiting companies will be ejected from the floor on the third warning. Warnings may be verbal or written.

18. Meetings, Hospitality Rooms & Sponsorship. No exhibitor shall hold any meetings or events that conflict with the 2009 National Apartment Association Education Conference & Exposition. All hospitality rooms must be cleared in writing and approved by Show Management. Hospitality rooms must adhere to hours for opening established by Show Management. Hospitality Rooms and Sponsorship opportunities are available to 2009 National Apartment Association Education Conference & Exposition Exhibitors exclusively up to one hundred and twenty (120) days prior to the 2009 National Apartment Association Education Conference & Exposition.

19. Union Rules. Exhibitors are expected to comply with the union requirements in effect for the location of the 2009 National Apartment Association Education Conference & Exposition. Additional information from the decorator will be included in the Exhibitor Service Kit.

20. Labor. Exhibitors agree that labor used in erecting their booths shall not cause stoppage or injury to 2009 National Apartment Association Education Conference & Exposition or any other visitor.

21. Guard Service. Although guard service will be provided and no unauthorized persons will be permitted in the exhibit areas after hours, 2009 National Apartment Association Education Conference & Exposition will not assume responsibility for damage to, loss or theft of property of the exhibitor, the exhibitor's agents, employees or guests.

22. Liability. Exhibitor hereby assumes responsibility for and agrees to indemnify, save and hold harmless, NAA, the Hotel and Convention Center, and their managers, officers, directors, members, sponsors, employees, agents, Successors and assigns from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees), including personal injury, including death resulting therefrom, or property damage or loss, arising out of or in connection with Exhibitor's participation in the 2009 National Apartment Association Education Conference & Exposition, except exhibitor is not responsible to an indemnity for the indemnity's gross negligence or willful misconduct. Exhibitor understands that neither NAA, nor the Hotel or Convention Center, maintains insurance covering exhibitors' property and it is the sole responsibility of the exhibitor to obtain such insurance. The individual Exhibitor must obtain insurance and a record of Certificates of Insurance must be submitted to Show Management at the NAA office two months prior to the 2009 National Apartment Association Education Conference & Exposition. Decorating company limits of liability are described in the Exhibitor Service Kit.

23. Americans with Disabilities Act. Exhibitor agrees to comply with all applicable provisions of the Americans with Disabilities Act (the ADA) and shall indemnify NAA, their officers, directors, members, employees and agents from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees) resulting from or arising out of exhibitor's failure to comply with the provisions of the NAA and allegations of exhibitor's failure to comply with provisions of the ADA.

24. Force Majeure/Show Cancellation. In the event the Hotel or Convention Center or any part of the exhibit area thereof is unavailable whether for the entire event, or portion of the event as a result of wind, fire, flood, tempest or any other such cause or as a result of governmental intervention or regulation, military activity, malicious damage, acts of war, strike, lockout, labor dispute, riot or any other cause or agency over which NAA has no control, or should NAA decide that because of any such cause it is necessary to cancel, postpone, or re-site the 2009 National Apartment Association Education Conference & Exposition or reduce the exhibit time, NAA shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

25. Laws Applicable. This contract shall be governed by the laws of the Commonwealth of Virginia.

26. Amendments. Show Management reserves the right to make reasonable changes in the foregoing rules, exhibit hours and move-in/move-out arrangements; as such changes have been approved by the NAA. All rules and regulations are subject to the terms and conditions contained in any agreement with the Hotel and/or Convention Center and should be expressly incorporated into any such agreement. Any and all matters not specifically covered by the preceding rules and regulations, and the policies and requirements set forth in the Exhibit Space Confirmation, invoice notice, and Exhibitor Kit shall be determined by Show Management in conjunction with the 2009 National Apartment Association Education Conference & Exposition, in their sole discretion. Show Management shall have the full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the Exhibitor. Each Exhibitor, for itself 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.

27. Communications. Any notices, questions, or communication to Show Management regarding this contract and NAA: 4300 Wilson Blvd., Suite 400, Arlington, VA 22203; 703/518-6141.

28. Penalties. Failure to comply with any of these rules can result in ejection from the 2009 National Apartment Association Education Conference & Exposition floor, loss of NSC status, booth selection status, fines, or being prohibited from exhibiting in future National Apartment Association Education Conference & Expositions. Penalty is at the sole discretion of Show Management.