



September 26 – 29, 2004 • The Westin Hotel • Seattle, Washington

## EXHIBIT BOOTH APPLICATION –

**INSTRUCTIONS:** Type or print this application. Complete all sections. **Sign and return this application including check OR Purchase Order made payable to: NBIS/Profitable Sustainability Conference ASBE – Seattle University, 900 Broadway, Seattle, WA 98121** or fax to 206-350-2576. Applications received prior to July 19, 2004 must include a **\$500 deposit per booth, payable in U.S. funds.** Applications received after July 19, 2004 must include **full payment.** Upon receipt of deposit or full payment, a detailed Exhibitor Information Packet will be sent to you.

### 1. Exhibitor Contact Information

**KEY CONTACT PERSON** *This person will serve as your primary exhibitor contact and will receive all correspondence and the exhibitor service kit.*

KEY CONTACT NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_  
COMPANY NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
COMPANY TOLL FREE NO. \_\_\_\_\_ COMPANY WEBSITE \_\_\_\_\_

### 2. Reservation & Payment

**BOOTH RESERVATION:**  Standard (8' by 10' booth): \$1500  Small Business/Sustainability Entrepreneur: \$750  
 Non-profit Rate (6' by 6' booth): \$500. ( \_\_\_number of booths x \$\_\_\_\_\_booth rate = \$\_\_\_\_\_ total cost)

**PAYMENT:**

\$\_\_\_\_\_ Deposit enclosed (\$500 required)  
\$\_\_\_\_\_ Full amount enclosed (Full payment is required with this application if submitted after July 19, 2004)  
\$\_\_\_\_\_ Payment made through conference website.

**METHOD OF PAYMENT:**

Please enclose check or Purchase Order payable to **NBIS-Sustainable Business Conference** and mail C/O ASBE- Seattle University, 900 Broadway, Seattle, WA 98122.

On-line deposits and credit card payments are accepted via the conference website: [www.nbis.org/conference](http://www.nbis.org/conference).

**CANCELLATION POLICY:** If Conference Management receives a written request for cancellation of space on or before July 19, 2004, the exhibitor will be liable for a \$100 processing fee. For cancellations received after July 19, 2004, exhibitors are liable for 100% of the cost of space.

### 3. Product or Service Description

Describe the products/ services to be exhibited in 35 words or less. Attach a separate sheet, if necessary. This information will appear in the Conference Program. \_\_\_\_\_

### 4. Signature

**WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS GOVERNING THE EXPOSITION AS PRINTED ON THE REVERSE SIDE HEREOF AND WHICH ARE A PART OF THIS APPLICATION. ACCEPTANCE OF THIS APPLICATION BY CONFERENCE MANAGEMENT CONSTITUTES A CONTRACT.**

AUTHORIZED SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**QUESTIONS?** Contact Kelly McCaffrey at 206/948-2410; [kellym@nbis.org](mailto:kellym@nbis.org)

**Profitable Sustainability The Future of Business • September 26 – 29, 2004 • The Westin Hotel • Seattle, Washington**  
**General Rules and Regulations**

**Network for Business Innovation and Sustainability (NBIS), its authorized representatives and Triumph Events Network are hereinafter referred to as "Conference Management."**

**1. PAYMENT AND REFUNDS.** Applications submitted prior to July 19, 2004 must be accompanied by a deposit payment in the amount of \$500. 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 July 19, 2004.

Applications submitted after July 19, 2004 must be accompanied by payment IN FULL of the space rental charges. Applications received without such payment will not be processed nor will space assignments be made.

If Conference Management receives a written request for cancellation of space on or before July 19, 2004, the exhibitor will be liable for a \$100 processing fee. For cancellations received after July 19, 2004, exhibitors are liable for 100% of the cost of space.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Conference Management 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 the Conference Management enters into a further lease for the space involved.

In case the exposition 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.

**2. SPACE RENTAL AND ASSIGNMENT OF LOCATION.** Conference management reserves the right to make the final determination of all space assignments in the best interests of the conference..

**3. 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 Conference Management.

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

**4. EXHIBITORS AUTHORIZED REPRESENTATIVE.** Each exhibitor must name 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 and orderly at all times.

**5. INSTALLATION AND REMOVAL.** Conference Management reserves the right to fix the time for the installation of a booth prior to the Conference opening and for its removal after the conclusion of the Conference.

Installation of all exhibits must be fully completed by the opening time of the conference.

Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund.

No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the conference.

**6. 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 Conference 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 Conference 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.

**Exhibitor Plan Review.** Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or 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.

**7. EXHIBITS & PUBLIC POLICY.** Each exhibitor is charged with knowledge of all 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.

Conference 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, Conference Management will endeavor to answer them.

All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with 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 Conference 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. All exhibit labor must comply with established labor jurisdictions

**8. STORAGE OF PACKING CRATES AND BOXES.** Conference Management is not responsible for packing materials or crates except as stated in specific exhibitor contract arrangements with Triumph Events Network.

**Packing materials stored in booths must not be visible.**

**9. OPERATION OF DISPLAYS.** Conference 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, are determined by Conference 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.

**Direct Sales.** Exhibitors are responsible for obtaining business license, reporting sales tax and other requirements related to retail sales made at the conference.

**Contests, Drawings & Lotteries.** All unusual promotional activities must be approved in writing by Conference Management no later than 60 days prior to the opening of the exposition.

**Literature Distribution.** All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. 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 with permission from Conference Management. Trade publishers are prohibited from soliciting advertising during the Conference. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

**Live Animals.** Live animals are prohibited.

**Models.** Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.

**Sound.** Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems 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.

**10. SOCIAL ACTIVITIES.** Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Conference Management.

**11. 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 Conference 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.

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

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

**Property Damage** Neither Conference 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 Conference 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 Conference Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

**13. CARE OF BUILDING AND EQUIPMENT.** Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or conference equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

**14. 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, Conference 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.

**15. OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Conference Management. THE CONFERENCE MANAGEMENT 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.