



produced by spi

Conference Dates: April 1-5, 2012
Exposition Dates: April 2-5, 2012
Exposition Hours: 9am - 5pm ET Daily
Orange County Convention Center
Orlando, Florida USA
www.npe.org

NPE2012 EXHIBIT SPACE APPLICATION & CONTRACT

INSTRUCTIONS

Carefully review the Contract Terms & Conditions section of this contract and the NPE2012 Show Rules & Regulations prior to making booth selections.

Submit contract to:
exhibit@npe.org or
fax to +1.703.934.4899

QUESTIONS

Contact NPE2012 Exhibitor Services at
+1.703.259.6132 or exhibit@npe.org

I. COMPANY INFORMATION

The undersigned, hereinafter referred to as *Company*, hereby applies for participation in NPE2012 produced by The Society of the Plastics Industry, Inc., hereinafter referred to as *SPI* or *Management*, by requesting space.

COMPANY NAME	
STREET ADDRESS	CITY
STATE/PROVINCE	ZIP/POSTAL CODE
COUNTRY	
TELEPHONE	FAX
COMPANY E-MAIL	COMPANY WEB SITE
COMPANY EXHIBITION CONTACT	TITLE
CONTACT TELEPHONE/EXTENSION	CONTACT E-MAIL
LOCATION OF COMPANY'S MAIN HEADQUARTERS (CITY, STATE/PROVINCE, COUNTRY)	

II. NPE2012 EXHIBIT SPACE RATES

All prices are in U.S. dollars (see SPI Membership Requirements to qualify for SPI member rates on Page 2).

SPI Full Member Discount Exhibit Space Rates

Up to 400 sq. ft.	\$22.50 per sq. ft.
401 – 1,000 sq. ft.	\$21.50 per sq. ft.
1,001 – 4,000 sq. ft.	\$20.50 per sq. ft.
4,001 or more sq. ft.	\$19.50 per sq. ft.

SPI Associate/Service Providers Member Discount Exhibit Space Rates = \$29.50 per sq. ft.

Non-Member Exhibit Space Rates = \$38.00 per sq. ft.

III. SPACE REQUIREMENTS

A. If selecting a combination of booths, list all booth numbers or range of numbers included in your selection.

B. Management reserves the right to assign alternate space if preferences are not available.

C. Hall Preference: WEST HALL SOUTH HALL

D. Booth number choices in order of preference (recommend selecting minimum of five options):

1.	_____	_____
	BOOTH(S) #	TOTAL SQUARE FEET
2.	_____	_____
	BOOTH(S) #	TOTAL SQUARE FEET
3.	_____	_____
	BOOTH(S) #	TOTAL SQUARE FEET
4.	_____	_____
	BOOTH(S) #	TOTAL SQUARE FEET
5.	_____	_____
	BOOTH(S) #	TOTAL SQUARE FEET

Will you be displaying machinery/equipment at NPE2012?

Yes No

If yes, will the machinery/equipment be in operation?

Yes No

Indicate utilities required*

Air Water Drain Gas

120V Power 208V Power

380V/480V Power

Other, please specify: _____

E. If submitting additional booth choices, please list on company letterhead and submit with this contract.

* A Utility fee of \$1.10 per square foot will be assessed to all exhibitors which includes unlimited service and labor for 120V Power.



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SPI: The Plastics Industry Trade Association

1667 K Street, N.W., Suite 1000
 Washington, DC 20006
 202.974.5235; fax 202.296.7243
www.plasticsindustry.org
www.npe.org

SPI MEMBERSHIP REQUIREMENTS

SPI Members are entitled to NPE benefits including a discount on exhibit space rates and drawing space prior to non-members. SPI members draw prior to non-members in descending order from SPI members with the highest show history designation to SPI members with the lowest show history designation, followed by non-members with the highest show history designation to non-members with the lowest show history designation. To be eligible for NPE benefits, SPI members must maintain *continuous membership in good standing* and all dues must be paid in full prior to NPE2012 move-in. New members must join SPI prior to **November 15, 2010**, maintain *continuous membership in good standing* and all dues must be paid in full prior to NPE2012 move-in to be eligible for NPE benefits. For SPI Membership information, please contact SPI at +1.202.974.5212 or email: spimembership@plasticsindustry.org.

SPI membership dues are invoiced annually on November 15 and are due January 1 of the following year. Any company that fails to submit their dues payment by January 1 will be considered as *pending membership suspension* and will no longer be considered a member in good standing.

IV. PAYMENT TERMS

For inclusion in the NPE2012 Space Draw:

- A. November 15, 2010** – 20% deposit based on space contracted at NPE2009 (for companies that exhibited) or space requested (for companies that did not exhibit in NPE2009) is due with NPE2012 Application & Contract for inclusion in the Space Draw. **Contracts and deposits received after November 15, 2010, but prior to an applicant's drawing category at the Space Draw, will select space at the end of their category in the order received.** Deposit payment will be processed upon receipt of NPE2012 Application & Contract, and a confirmation receipt and space draw notification will be sent to the company contact within ten (10) business days. Companies that submit their deposit inaccurately will be invoiced for the correct amount. Companies who do not submit a deposit will be invoiced based on the below listed criteria.
- B. March 15, 2011** – 50% non-refundable payment of total space fees less deposit.
- C. October 15, 2011** – Non-refundable balance payment due.

Deposit Calculation and Submission

To calculate the required deposit for submission with this contract:		Enter your information to calculate your deposit
1	Enter square feet requested	
2	Applicable Per Square Foot Rate from chart in Section II	X
3	Projected Cost of NPE2012 Participation (#1 multiplied by #2)	= \$
4	Percentage Due Based on Date Submitted in Section IV	X 50%
5	Deposit/Payment Enclosed (#3 multiplied by #4)	= \$

Contracts received January 14, 2011 through October 14, 2011

- D.** Must submit a 50% non-refundable payment with the non-refundable balance due by **October 15, 2011**.
- E.** Payment will be processed upon assignment of space, and a confirmation receipt will be sent to the company contact within ten (10) business days.

Contracts received October 15, 2011 and after

- F.** Must submit a non-refundable **payment in full**.
- G.** Payment will be processed upon assignment of space, and a confirmation receipt will be sent to the company contact within ten (10) business days.

To submit your contract and deposit

Please issue checks in U.S. funds drawn on U.S. bank payable to: The Society of the Plastics Industry, Inc., and mail original contract with required deposit to:

SPI – NPE2012 Show Management
 P.O. Box 17031
 Baltimore, MD 21298-9503 USA

Payment may be submitted via Wire Transfer – for instructions, please email: exhibit@npe.org.

V. ACKNOWLEDGMENTS

Upon acceptance by Management, Company agrees to be bound by all Terms, Conditions, and Rules set forth herein and made available in the Contract Terms and Conditions and NPE2012 Show Rules & Regulations, which are incorporated herein and made a part of this contract. Without limitation, Company agrees to be bound by the Cancellation of Participation/Space Reduction terms and fees set forth in Item #6 of the Contract Terms and Conditions.

Company agrees to prepare an exhibit of its products and/or services, which shall be directly pertinent to the plastics industry, and as approved by Management. The undersigned party confirms that they have authority to enter into this contract for the Company and Company hereby agrees to the terms set forth herein.

Company agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the installation and operation of machinery and equipment displays. All displays, exhibit materials and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents. Adequate fencing and/or shielding of all operating machinery displays shall be installed to prevent attendees from coming into contact with the operating machinery and/or its movement by reaching over, under or around such protection. Company agrees that their exhibit shall meet and remain in compliance with the safety requirements specified. Management reserves the right to reject, eject, prohibit, or cease operation of any exhibit in whole or in part for non-compliance with safety requirements.



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Management will not assume liability for any injury that may occur to show visitors, exhibitors or their agents and employees, or others. **Company agrees to carry and provide proof of insurance to Management by February 29, 2012. Management reserves the right to hold Company's exhibit freight, refuse the installation of utilities, etc., if proof of insurance is not submitted by Company.**

I have read the Contract Terms and Conditions for Exhibition at NPE2012 on pages 4 and 5 of this contract and the NPE2012 Show Rules & Regulations available online at www.npe.org and Company representatives agree to abide by them. Company further agrees that upon acceptance of this agreement by Management with or without appropriate or timely payment of any and all fees, this agreement shall become binding and enforceable in accordance with its terms.

Company may use an electronic signature to execute this contract. Such signature shall constitute a valid signature of the authorized Company representative whose name is printed below.

SIGNATURE (AUTHORIZED COMPANY REPRESENTATIVE)

DATE

PRINT NAME (AUTHORIZED COMPANY REPRESENTATIVE)

TITLE

COMPANY NAME

VI. Instructions for Submission of Deposit Payment

A. Check – Submit To:

SPI – NPE2012 Show Management
P.O. Box 17031
Baltimore, MD 21298-9503 USA

B. ACH Transfer:

ACH to: The Society of the Plastics Industry
Bank: SunTrust Bank
1445 New York Ave., N.W.
Washington, DC 20005 USA
Account # 69604128
Bank Routing # 021052053
Comments: *Please include Customer ID or Company Name*

C. Wire Transfer:

Wire to: The Society of the Plastics Industry, Inc.
Bank: SunTrust Bank
1445 New York Ave., N.W.
Washington, DC 20005 USA
Account Num: 102025872
ABA#: 061000104
SWIFT: SNTRUS3A
Comments: NPE 2012 - *Company Name*

CONTRACT TERMS AND CONDITIONS FOR EXHIBITION AT NPE2012

- 1. Management; Principal Purpose.** The word Management as used herein shall refer to The Society of the Plastics Industry, Inc., or its directors, officers, committees, agents, or employees acting for SPI in management of the exposition. The principal purpose of the exposition is to stimulate interest in and demand for plastics industry related products and services in general, herein referred to as Principal Purpose. No Company shall engage in any activity inconsistent with this Principal Purpose.
- 2. Right to Offset.** Management shall have the right to offset the amount of any obligation due and owing to Management from Company whether under this agreement or any other agreement between Management and Company. Management may cancel the Company's participation in NPE2012 in the event that Company is past due on any amounts due to Management for any reason.
- 3. Sub-Leasing.** Company may not sublet their space, nor any part thereof, nor exhibit, offer for sale, give as premium, or advertise articles not manufactured or sold in their Company's name, except where such articles are required for proper demonstration or operation of Company's display, in which case identification shall be limited to the nameplate, imprint, or other identification which in standard practice appears normally on them. Company may not permit non-exhibiting company representatives to occupy or sell non-exhibiting company services or products in their booth. Rulings of Management shall in all instances be final with regard to use of exhibit space.
- 4. Eligible Exhibits.** Management has sole right to determine the eligibility of any Company or product for inclusion in the exposition.
- 5. Safety Devices.** Company agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the installation and operation of machinery and equipment displays. All displays, exhibit materials and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents. Adequate fencing and/or

shielding of all operating machinery displays shall be installed to prevent attendees from coming into contact with the operating machinery and/or its movement by reaching over, under or around such protection. Company agrees that their exhibit shall meet and remain in compliance with the safety requirements specified. Management reserves the right to reject, eject, prohibit, or cease operation of any exhibit in whole or in part for non-compliance with safety requirements.

- 6. Cancellation of Participation/Space Reduction.** Both Management and Company acknowledge that in the event of Company cancellation of participation in NPE2012, Management will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, the Company agrees to pay the following as liquidated damages (and not a penalty) if Company cancels participation in NPE2012 or reduces its exhibit space. If Company cancels its participation in NPE2012 or reduces their space by Friday, January 7, 2011, at 3:00 PM Eastern Time, Company is entitled to a full refund. If Company cancels its participation in NPE2012 or reduces their space after Friday, January 7, 2011, at 3:00 PM Eastern Time, any prior payments are non-refundable and payment in full is required. If payments are not received by date(s) due, space assigned may be released. If Company cancels its participation in NPE2012 after January 7, 2011, or fails to occupy the exhibit space assigned, such cancellation or failure to occupy shall be considered a default on Company's part, and Company shall remain liable for, and shall pay to SPI, the total fees (including any balance due) for its space. Notwithstanding anything herein to the contrary, in the event that a Company cancels its participation in NPE2012 per this contract and subsequently purchases exhibit space through an SPI authorized agent, such Company will remain liable to SPI for all deposits and payments due herein in addition to any deposits and payments due to SPI's authorized agent. To be effective, all Company cancellations of participation in NPE2012 must be received by Management, in writing (return receipt requested). The date of cancellation shall be the date that Management received the written

cancellation. If Management does not receive any notice of cancellation of participation in NPE2012, in writing (return receipt requested), Company shall remain liable for, and shall pay to SPI, 100% of the Company cancellation fee, which is equal to the total fee (including any balance due) for its space. All cancellation fee(s) are payable immediately upon cancellation. The cancellation fee(s) terms shall apply regardless of the execution date of this Contract.

- 7. Company Breach.** Management reserves the right to cancel Company's participation if Company breaches any of its obligations or does not comply with the terms and conditions of this Contract including, but not limited to, making any payment that is due as per this Contract. If Management does cancel Company's participation as per this section, Company will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in Item 6 above. The date of cancellation for calculating the cancellation fees shall be the date that Management cancels Company's participation for breach.
- 8. Interest and Collection Fees.** Any Company that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 25% of the remaining balance due) Management incurs to recover the debt. There will be a \$25 charge for all returned checks. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to Management by Company.
- 9. Space Assignment and Attendees.** Although Management will attempt to accommodate Company requests for specific booths, no guarantees can be made that Company will be assigned the specific booth(s) requested. Company acknowledges that he/she is not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in NPE2012. Management will assign space, and may reassign the space, or alter the space layout or venue at any time. Management makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees.

- 10. License Relationship.** It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.
- 11. Damage to Property.** Company is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to property of other exhibiting companies.
- 12. Failure to Hold Exposition.** Company is responsible for the exhibit space fees described in this contract irrespective of the reason for the cancellation of participation by the Company or cancellation by Management of the exposition, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of nature, or any other reason of any kind whatsoever not within Management control.
- 13. Indemnification.** Company agrees to indemnify and hold harmless Management from and against any and all claims, losses, liabilities, actions, suits, demands, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or relating to any breach of these rules or any acts or negligence of Company or its agents or employees.
- 14. Limitations of Liability.** Company agrees to make no claim for any reason whatsoever against Management, Orange County Convention Center, City of Orlando, and State of Florida, for loss, theft, damage, or destruction of goods; nor for any injury to himself/herself or employees while in the exposition complex; nor for any damage of any nature, including damage to their business by reason of failure to provide space for their exhibit; nor for any action of any nature of Management, Orange County Convention Center, City of Orlando, and State of Florida, nor for failure to hold the exposition as scheduled.
- 15. Material Movement from Premises.** Company shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition complex before conclusion of the dismantling period as specified by Management.
- 16. Payment Default.** Any Company failing to pay exhibit space fees called for by this contract on or before the due date for such payment shall be deemed to be in default. In such event, and without further notice to Company, Management shall have the right to use the space assigned to Company to suit its own convenience. Management assumes no responsibility for having included the name of the canceled Company or descriptions of their products on www.npe.org, in the show directory, brochures, news releases, or other materials.
- 17. Exhibit Standards.** Company agrees that their exhibit shall be admitted and shall remain from day to day solely on strict compliance with the exposition rules, regulations, policies and guidelines. Management reserves the right, in its sole discretion, to (a) reject, eject, or prohibit any exhibit in whole or in part, or Company or Company's representatives, (b) require questionable exhibits to be modified, and/or (c) interpret and remove from the exposition any program materials, advertising or literature that it deems would be in bad taste if displayed. If an exhibit or Company is ejected for violation of these rules or for other stated reasons, the Cancellation of Participation/Space Reduction policy would be applied (see #6).
- 18. Relocation; Change of Exhibit Space Size.** A Company interested in relocating their space(s) must follow Rule #48 of the NPE2012 Show Rules & Regulations. Any Company that relocates to larger exhibit space(s) must pay any additional fees over and above the contracted space fees. If a written request to reduce the assigned space(s) is received by Management, this contract will still be enforced by Management, and Company shall remain liable for, and shall pay to SPI, the total fees including any balance due on the larger contracted square footage.
- 19. SPI Members.** Management reserves the right to relocate a Company's space should their SPI membership be terminated or suspended for non-payment of dues. Company agrees that the non-member exhibit space rate will be applied to their space fees should their SPI membership be terminated or suspended for non-payment of dues.
- 20. Installation and Dismantle Labor.** Currently, Freeman, Management's service contractor, has an agreement with the Local IATSE Union to provide labor for display installation and dismantling. Full time employees of the exhibiting companies, however, may set their own exhibits without assistance from this local. Any labor services that may be required beyond what your regular full-time employees can provide, must be rendered by the Union. Proof of full-time employment status may be requested by the Union Steward of any personnel working in your booth.
- 21. Amendment to Rules.** Any matters not specifically covered by the preceding rules may be amended at any time by Management, and all amendments so made shall be binding on Company equally with the foregoing rules and regulations.
- 22. Agreements to Rules.** Company, on behalf of itself and its employees, agrees to abide by the foregoing rules and by any amendments that may be put into effect by Management hereafter.



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