



STAGE EXPO

March 15-17, 2018

Greater Fort
Lauderdale *

Broward County
Convention Center

Fort Lauderdale, FL

usittshow.com

Contract for Costume Pavilion Space

COMPANY INFORMATION

Company: _____ Exhibiting As: _____

Street: _____

City: _____ State/Province: _____

Postal Code: _____ Country: _____

Phone: _____ Fax: _____ Website: _____

Exhibitor Contact: _____

Phone: _____ Email: _____

Accounting Contact: _____

Phone: _____ Email: _____

☐ Costume Pavilion Kiosk (Non-Member): \$1,450

☐ Costume Pavilion Kiosk (Member): \$1,100

Total Exhibit Space Charges: \$ _____

Pavilion Location Preference 1st _____ 2nd _____ 3rd _____

List specific competitors from which you wish separation: _____

MEMBERSHIP

☐ Contributing Membership \$1,200 ☐ Sustaining Membership \$750 ☐ Supporting Membership \$300

Membership Dues: \$ _____

PAYMENT

50% deposit required at time of signing. Final payment of exhibit space is due by December 1, 2017.

Cancellation or Reduction of Space Penalty: No penalty to cancel space by Friday April 14, 2017 if contracted during re-book at Stage Expo 2017. If canceling between April 14, 2017 and September 29, 2017, the total 50% deposit is non-refundable. If canceling between September 30, 2017 and December 29, 2017- 75% of contract is non-refundable. December 30, 2017 to the USITT show day- 100% is non-refundable

☐ Check enclosed (in US funds payable to USITT) Total Payment Due: \$ _____

☐ Credit Card Pay On-Line: <https://payments.usitt.org/creditcardauthorization>

Authorized Signature _____ Date _____

Title _____

Mail/Fax to: USITT, 290 Elwood Davis Road, Suite 100, Liverpool, NY 13088 or 866-398-7488, or email to ron@usitt.org
Accounting questions to carol@usitt.org, 800-938-7488, ext 106

Contract Terms and Conditions

USITT Stage Expo; March 15-17, 2018, Greater Fort Lauderdale * Broward County Convention Center, Fort Lauderdale, FL

1. Contract for Space: The contract for space, the formal notification of space assignment and full payment of fees jointly and severally, constitute a contract between the exhibiting organization, hereinafter known as the Exhibitor, and the United States Institute for Theatre Technology, Inc. (USITT), hereinafter known as The Show, for the right to use space for Stage Expo 2018. The contract is based upon the plan of exhibit rates shown thereon and general information contained in the prospectus and sales kit, all of which are, to be considered, along with details on all pages of this form, as part of the contract.

All measurements shown on the floor plan are approximate and the show reserves the right to make modifications as necessary, making equitable adjustment with any exhibitor or exhibitors thereby affected. The show also reserves the right to adjust the floor plan to meet the needs of Stage Expo.

2. Installation and Dismantling of Exhibits: Delivery of freight, installation of exhibits and completion of erection of exhibits will take place on the dates hereinafter shown. The exhibits must be ready for inspection no later than 8:00 am of the first show day. Should an exhibit not be set by 8 am of the first show day, The Show reserves the right to have the Official Exhibit Services Contractor install the exhibit or remove unopened freight at the expense of the Exhibitor. Dismantling may not begin until the close of the exposition on the final show day.

Goods and materials used in any display shall not be removed from the exhibit hall until Stage Expo has officially been closed. Any exception to this rule must have the written approval of the Show.

Dismantling must be completed and all exhibit materials removed by the final move-out date and hour. (NOTE: Exhibitors are advised to remove small, portable items immediately upon conclusion of Stage Expo. The Show is not responsible for any lost or stolen property of Exhibitor)

3. Storage – Boxes and Packing Crates: Exhibitors will not be permitted to store boxes or packing crates in or behind exhibit booths. Prior to 8:00 am of the first show day, all boxes and crates will be placed in storage provided they are properly labeled for storage. Those not so labeled will be removed and destroyed as refuse. (NOTE: Storage labels will be provided at the Official Exhibit Services Contractor's Desk.)

4. Minors and Children: Persons under 12 years of age will not be permitted in the exhibit area.

5. Floor Plan: The floor plan for Stage Expo will be maintained as originally presented wherever possible. However, the Show reserves the unqualified right to modify said plan to the extent necessary for the best interests of the exhibit, the exhibitors, and the industry.

6. Applications for Space – Conditions: Reservations must be made on the Space Application form which must contain complete information. The Show reserves the right to reject applications for space.

It is the policy of USITT to limit the use of exhibit spaces to firms whose products or services contribute to the purposes of Stage Expo. Cash sales are permitted on the expo floor with the Show's approval and all applicable permits are completed as required by state law.

7. Payment Schedule/Cancellation or Reduction of Space: The payment schedule is listed on the face of the contract. Cancellation of this contract or reduction of space must be made in writing, and by mutual consent of the applicant and the Show, except that the Show may unilaterally cancel this contract for non-payment of any balance due by the date specified.

Cancellation or Reduction of Space Penalty: No penalty to cancel table spaces by September 30, 2017, if contracted during re-book at Stage Expo 2018. If canceling between September 30, 2017 and December 29, 2017- 75% of contract is non-refundable. December 30, 2017 to the USITT show day- 100% is non-refundable

8. Space Assignment: Space assignment will be indicated on the accepted contract. However, should conditions or situations warrant, The Show has the unqualified right to reassign space for the best interest of the exposition. Exhibitors must rent sufficient space to contain their exhibit completely. Equipment may not extend into the aisles, over the aisles, or across the exhibitor's purchased booth line. Heights and depths addressed in Section 11 must be observed.

Wait List: Exhibitors have an opportunity to be placed on a Wait List for an alternative location upon request. Exhibitors must have space reserved and appropriate payment received to be moved per the Wait List request (see Section 7. Payment Schedule/Cancellation or Reduction of Space).

9. Sharing/Subletting Space: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted, or have representatives, equipment, or materials from other than their own firm in the said space.

The Show policy prohibits subcontracting of exhibit space. Should an exhibitor decide to cancel, exhibit space reverts back to the Show.

10. Exhibitor Personnel: Each exhibitor will register the names of those persons who will staff the booth in the registration system furnished by the Show in advance of Stage Expo.

Personnel will be admitted to the expo floor at 8:00 am each day. In the event earlier admission is required, special permission must be obtained from the Show.

Exhibitor's representatives staffing the exhibit will be owners, employees or agents of exhibiting companies, and such representatives will wear proper badge identification furnished by the exposition. Such badges will be supplied upon presentation of the list of personnel by the exhibitor or by application made at the Exhibitors' Registration Desk

Note: Supplying Exhibitor personnel badges to current or prospective customers by exhibitors is expressly forbidden. If such use of exhibitors' badges is made and this is recognized, individuals wearing said badges will be removed from the premises and badges will be confiscated. The Show will supply VIP passes, which the Exhibitor may distribute to said customers for purpose of attendee registration. The Exhibitor personnel registration is to be used solely for employees or agents of the Exhibitor.

11. Displays and Construction: The Show has arranged for a standard uniform booth background, including header sign (7" x 44") with exhibitor's name and booth number.

Equipment must be spotted within the confines of the exhibit space, and allow sufficient space for exhibitor personnel to conduct business within the space.

All demonstrations must be within the confines of the exhibit space. Aisles must not be obstructed at any time by exhibitor personnel or attendees. The Show reserves the right to unilaterally determine if a demonstration interferes with adjacent exhibit spaces and may, if necessary, order its discontinuation. **Note:** Please refer to the exhibitor manual for specific booth dimension instructions.

12. Contractors Services: All services, such as furniture, carpeting, labor, cleaning, storage of boxes and crates, shipping and other special services must be arranged through the Official Exhibit Services Contractor. An Exhibitor Service Manual will be provided with proper forms for ordering such services. Forms should be carefully prepared and returned by the deadlines noted to avoid late charges.

Exhibitor Appointed Contractors: Notification to use an exhibitor appointed contractor (EAC) to install/dismantle exhibits must be received forty-five (45) days prior to the first day of the show. If an exhibitor elects to use any contractor other than the official contractors designated by USITT, USITT is not in a position to intercede in disputes on behalf of the exhibitor. See rules in Exhibitor Service Manual for other requirements. Notification to use independent contractor(s) must go to both the Show and the Official Exhibit Services Contractor.

13. Character of Exhibits: It is the desire of the Show that each exhibitor design and create an exhibit of an attractive nature which will enhance the overall appearance of the exposition and be a credit to the industry. We request that all exhibitors respect applicable clauses of the American with Disabilities Act.

The Show reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the exposition. Exhibits must be in good taste as determined by the Show. It is the exhibitor's responsibility to create an attractive display area. The exhibitor is required to provide floor covering to cover the area contracted, including under floor covering equipment.

Provided with the booth space rental by the Show for a standard booth is the 8' cloth backdrop, 36" side cloth dividers, 7" x 44" identification sign (see order form in Exhibit Service Manual).

Any part of an exhibit space which does not complement the purpose of the exhibition must be corrected at the Exhibitor's expense. The Show reserves the unilateral right to correct any unsightly exhibit and the exhibitor agrees to pay the show for expenses incurred in making the necessary alterations.

14. Gadgets, Gimmicks, Demonstrations, Music and Sound: Side show tactics, scantily clad individuals or other undignified promotional methods will not be permitted. Exhibitors are asked to observe the "good neighbor" policy at all times. Exhibits should be conducted in a manner not to be objectionable or offensive to neighboring booths. The use of photographers, musicians, entertainers, loud speakers, sound system equipment and noise-making devices are restricted to within the exhibitor's booth. The Show reserves the right to determine when such items become objectionable.

The Show requires exhibitors to obtain music licenses through ASCAP and BMI if they intend to use copyrighted music in their booths. The Show is not responsible for the music used by exhibitors, and exhibitor agrees to indemnify, defend, and hold harmless the Show for any and all costs or damages, including attorneys fees, related to any copyright violations that result from exhibitor's failure to obtain the appropriate license(s).

Balloons, horns, or odors in Exhibitors' booths are not permitted.

Give-aways, demonstrations and/or entertaining the attendees in booths, must be arranged so that attendees coming into the exhibit do not block aisles or overlap into neighboring exhibits.

Booths must be policed by each exhibitor so that disruption or noise level from any demonstration or sound system is kept to a minimum and does not interfere with others. Remember the use of sound systems or equipment producing sound is an exception to the rule, not a right. The Show reserves the exclusive right to determine at what point a disruption or sound level constitutes interference with other exhibits and must be discontinued.

Exhibitors may be asked to discontinue any demonstrations indoors during show hours if surrounding exhibitors lodge complaints of excessive noise or other disruptions.

Racing lights, flashing lights and strobe lights are considered offensive to neighboring booths and are not permitted unless it is part of the product demonstration.

Exhibitors may take photos or videos of their display, however, they are not permitted to directly take pictures of any other display, or instruct others to take such pictures, without written permission by the Show and the exhibitor whose display is being photographed.

Exhibitors must respect the privacy of other exhibitors and not intrude or disrupt another exhibitor while they are conducting business on the show floor.

15. Other Exhibits: The Exhibitor agrees that neither they, their agents nor their distributors will distribute publications or conduct any other display or exhibit any equipment bearing their trademark within a three mile radius of the exposition covered by this contract or its officially designated hotel properties during the dates of said exposition. This limitation does not apply to participation in other trade association exhibitions which may coincidentally be ongoing in the same city, or to exhibitor's regular place of business or show room. Violation of this provision by an exhibitor will constitute a breach of the contract and the Show may, in its sole discretion, cancel this contract and exhibitor will remove their display and any equipment contained in the exhibit hall and forfeit all payments to the Show pursuant to this contract.

16. Soliciting – Access to Lists, Samples & Prizes: No soliciting of registrants shall be permitted in the aisles or in other exhibitors' booths. Samples, catalogues, pamphlets, publications, souvenirs, etc., may be distributed by exhibitors and their representatives (including hosts and hostesses) only within their own booths. No exhibitor will be permitted to conduct any prize drawings, awards for signing of names and addresses, etc., without prior written approval of the Show. The Show reserves the right to limit access to attendee, exhibitor, and any other list or information gathered by the Show, or its contractors.

Exhibitors may not distribute materials to other exhibitors before or during exhibit hours.

17. Flammable Materials: Flammable fluids, substances, or material of any nature are prohibited in the booth and in the storage area behind the booth. All decorative materials must be flame-proofed before being taken into the exhibit hall, and must comply with local fire regulations. Transferring of flammable liquids while in the exhibit hall is expressly prohibited. Electrical equipment and wiring must meet all safety codes.

18. Beverages and Foods: Food and Beverages may be purchased using the official provider. Food and Beverages may not be brought in from outside the convention center. Contact Lori Furcinito at 800-938-7488 for information. Alcoholic beverages may not be served in the exposition. **Note:** Corkage fees to the Facility may be required.

19. Liability: Neither the Show, the official service contractors, exhibit hall management, USITT's contracted security service, nor any of the officers or employees of the above will be responsible for the safety of property of exhibitors from theft, strikes, damage by fire, water, storm, or vandalism, or other causes. The show will take reasonable precautions through the employment of security personnel to protect exhibits from such loss.

All property of the exhibitor is understood to remain in the exhibitor's custody and control in transit to or from or within the confines of the exhibit hall and subject to the rules and regulations for the exposition.

Note: Exhibitors shall carry insurance to cover exhibit materials against damage and loss and public liability insurance against injury to the person and property of others. By executing the Contract for Exhibit Space, Exhibitor warrants that there is in effect said insurance policy covering the Exhibitor, with coverage remaining current through Exhibitor's occupancy of USITT and the Convention Center.

Exhibitor must comply with all federal, state, local and exposition facilities' safety regulations. Corrections will be made at Exhibitor's expense. If corrections cannot be made, exhibit shall be removed at Exhibitor's cost, with no liability accruing to the Show. Under no circumstances may the weight of any exhibit material exceed the specified maximum floor load of the exhibit hall. Exhibitor accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of his exhibit material to conform with the floor loading specifications.

Indemnity: Exhibitor agrees to indemnify, defend, and hold harmless The Show, its officers, employees, and agents from and against any and all third party claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Exhibitor, its agents, officers, employees, representatives, servants, invitees, patrons, or guests.

The exhibitor is charged with knowledge of all local laws, ordinances and regulations pertaining to business licenses, health, fire prevention and public safety affecting his participation in the exposition. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor. If unusual equipment is to be installed, the Exhibitor must communicate with the Show for information concerning the facility or applicable regulations.

The Show will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to any of the following causes: By reason of the building being destroyed or substantially damaged by fire; act of God; public enemy; strikes; authority of law; or any other cause beyond the control of the show. In the event of not being able to hold the exposition for any of these reasons, the Show will refund to each exhibitor the amount they paid for their space less a prorated share of all the expenses incurred for the exposition up to the date of required cancellation.

20. Damage: Exhibitors will be liable for any damage caused by fastening fixtures to the floors, walls, columns or ceilings of the exhibit building and for any damage to equipment furnished by the show or service suppliers designated by them.

21. Violation: The interpretation and application of these rules and regulations are the responsibility of the Show. Any violation by the exhibitor of any of the terms or conditions herein shall subject exhibitor to cancellation of its contract to occupy booth space and to forfeiture of any monies paid on account thereof. Upon written notice of such cancellation, the Show shall have the right to take possession of the Exhibitor's space, remove all persons and properties of the Exhibitor and hold the Exhibitor accountable for all risks and expenses incurred in such removal.

22. Social Functions/Special Events: Any social function or special event during Stage Expo, in the host city, is reserved for exhibiting companies and must be approved by the Show.

23. Member Advantage Program: Members of USITT receive substantial discounts on the cost of their exhibit space. Membership will save \$350 on pavilion rental pricing for both commercial and non-commercial companies. Should the member level change, the level of membership at the time of final payment will be used to calculate the final total due. The level of membership at the time of move-in will be used to establish priority space selection.

Membership must remain current through move-in or penalties equivalent to the cost of non-member pricing will be enforced.

24. Show Rules: In the event that unforeseen events make it necessary, the Show will have the right to amend these rules and regulations or make additions thereto, and all such amendments or additions shall be made known promptly to each exhibitor. Show rules are promulgated separately and are tailored to the individual exhibit hall.