

2010 CONTRACT FOR EXHIBIT SPACE



**Voluntary Protection Program Participants' Association
Region II Chapter**

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

CONTACT PERSON (RECIPIENT OF ALL MATERIALS)

Name: _____ Title: _____

Phone Number: () _____ Fax Number: () _____

Email address: _____

NAMES AND TITLES OF INDIVIDUALS REQUIRING NAME BADGES :

Primary Exhibitor _____

Additional Exhibitor _____

NOTE: Fee covers Primary and one additional exhibitor; additional registrations are \$100.00 per person.
*Exhibitors who wish to attend Conference workshops must register as individual attendees and are expected to pay the full registration fee.

NOTE: The Region II Board of Directors is requesting each Exhibitor to supply two (2) door prize give-aways, for a hole punch card contest. Each person to visit all of the participating Exhibitors booths and completes a contest card will be entered into the prize contest.

Please check the appropriate selection:

Region II Exhibitors from 2009 – Exhibitor fee \$450.00

New Exhibitors for 2010 – Exhibitor fee \$475.00

Tabletop display area is 3 ft. x 6 ft. If you are interested in more than one display area. Please contact Paul Kniskern at (518) 233-2998 or Robert Coble at (856)-224-6212

Our display requires the use of an electrical outlet.

Please note: Electrical outlet service is available; use the attached form from CPRC.

Our display requires Internet service.

Please note: FY FI Internet service is available for an additional \$5.00, payment to VPPPA National Office.

Yes, we will donate an item to be given away at the conference raffle drawing.

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Please describe your prize donation: _____

The Exhibiting Company and its representative hereby release any photographs or videotapes that may be taken of the company's booth or representatives to the Region II VPP Participants' Association, Inc. This contract shall not be binding until it is accepted and approved in writing by the Region II VPPPA by signature of its duly authorized representative affixed below. The rules and regulations printed on the reverse side hereof shall constitute part of this contract and the Exhibitor agrees to abide and conform thereto in witness whereof applicant has caused this contract to be signed by an officer of the company or person duly authorized.

Applicants Name (please print): _____

Title: _____

Make all payment to:

CHECK PAYMENTS:
VPPPA Inc.
PO Box 631761
Baltimore, MD 21263-1761
Att. Carlena Ford - 703) 761-1146 ext. 304

CREDIT CARD PAYMENTS:
VPPPA Inc.
7600 East Leesburg Pike, Suite 100
Falls Church, VA 22043-2004
Fax: (703) 761-2194 or (703) 761-114

Signature: _____ Date: _____

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Voluntary Protection Program Participants' Association
Region II Chapter

RULES AND REGULATIONS

1. Agreement to Conditions - Exhibitor shall be bound by the rules and regulations set forth herein and by such amendment, or additional rules and regulations, which may be established by the Association and the Trump Taj Mahal Hotel and Casino. References to the "Association" herein shall be deemed to include the Region II Chapter Voluntary Protection Programs Participants' Association and any duly authorized representative, agent or employee of the Association. The Association's acceptance of the contract constitutes an agreement of the parties to abide by the terms and conditions contained herein. The Association reserves the absolute right to reject any and all applications. Rights of an exhibitor shall not be assigned to any other firm or person.
2. Assignment of Space - Prior participants will be given first preference, all other space assignments will be determined by the application, date of receipt and best space available, in that order.
3. Floor Plan - Every effort will be made to make all display areas equally attractive to the exhibitors. Due to the limited number of exhibitors, a floor plan will not be provided. The Association will assign exhibit areas.
4. Payment - All space shall be paid for in full (U.S. funds) at the time the contract is submitted, postmarked on or before May 1, 2010. Please contact the VPPPA National Office for all payments.

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If cancellations or reduction of space is made in writing by postmarked May 1, 2010, 50% of the total booth fee paid will be retained as liquated damages. **No refund will be made if the cancellation or reduction is postmarked after May 1, 2010.**

5. Insurance - In all cases, exhibitors wishing to insure their goods must do so at their expense.
****The Rate of \$475.00 applies to new Exhibitors only; the rate for Exhibitors who exhibited in the 2009 Region II Conference is \$450.00. Payments by those 2009 exhibitors must be received by March 1, 2010 to keep the \$450.00 price. Payment rate at the conference (at the door) is \$550.00, if space is available.***

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6. Display Area - Standard display area equipment (1) 3 ft. x 6 ft. table, (2) side chairs, and name tags will be provided by the Association without cost to the exhibitor. Due to the limited space allocated and the limited number of exhibitors installation/construction of standard exhibition booths will not be allowed. In addition to tabletop displays, the exhibitor may use backdrop materials including partitions that can be used to display promotional materials. This equipment must be provided at the expense of the exhibitor. If any such additional backdrop material or displays are used, no part thereof shall project as to obstruct the view of adjacent display areas. No part of any display may be over 8 ft. high and 8 ft. wide. The front half of the rented space may be occupied from the floor up to four feet only. Sound devices operated in an objectionable manner in the opinion of the Association shall be prohibited. All materials for decorative purposes shall be flameproof. Crepe paper, corrugated paper, cardboard, or other combustible materials shall be prohibited. Explosive and flammable materials that conflict with the Underwriters' Fire Prevention or Fire Department rules shall not be permitted.
7. Protection of the Exhibit Facility - Nothing shall be posted on or tacked, nailed, screwed, or otherwise attached to columns, walls, floor, or other parts of the exhibit area without permission of the Association and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of the association and/or Taj Mahal Hotel and Staff.
8. Unions - The exhibitor hereby agrees to abide by all agreements made between the unions, the Association or its agents or pertaining to the use of union labor at all times while in the Exhibit Hall.
9. Badges and Staffing of Booth(s) - All representatives of the exhibitor must prominently wear their official event badge at all times while in the Region II Chapter VPPPA Conference Exhibit Area. During event hours, a representative or employee of the exhibitor staff must at all times staff the booth.
10. Policy on Selling - In order to stimulate interest in the safety and health industry, in general, exhibitors shall be permitted to take orders for the sale of their products or services at this event, provided the products or services are substantially related to the safety and health industry. Exhibitors shall not actively solicit visitors for sales or orders. The exhibitor shall be solely responsible for any federal, state, or local tax required be collecting, or withholding on any purchase.
11. Distribution of Printed Material, etc. - The following practices are not permitted: a) Distribution of promotional material, samples, catalogs, pamphlets, or publicity except in the exhibitor's space; b) Use of noisy, electrical or mechanical equipment; c) Wearing of unofficial badges, company name plates, etc., except in addition to official event badge; d) Entry into another exhibitor's booth without permission of that exhibitor; e) Photographing or examining another exhibitor's booth without permission of that exhibitor; f) Demonstrations that create an interference with neighboring exhibits or with the normal traffic flow in the aisles; g) Demonstrations or activities which create a fire, safety, or health hazard; h) Any video or audio taping or photographing of any

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part of the Conference; i) any action, practice or activity that violates any of the 18 Exhibitor Rules and Regulations. VPPPA Show Management reserves the right to interrupt and prevent these practices.

12. **Conflicting Meeting and Social Events** - No exhibitor shall foster or conduct an event during VPPPA Exhibit Hall hours, which would take attendance from the Exhibit floor. Hospitality suites cannot be open during regularly scheduled VPPPA Conference hours.
13. **Liability** - It is expressly understood and agreed by the exhibitor that he/she will make no claim of any kind against the Association for any loss, damage, theft, or destruction of goods, nor for any injury that may occur to himself/herself or his/her employees while in attendance of the VPPPA Conference, nor for any damage of any nature or character whatsoever, and without limiting the foregoing, including any damage to his/her business by reason of the failure to provide space for an exhibit or removal of the exhibit, or for any action of the Association in relation to the exhibit or exhibitor, and the exhibitor shall be solely responsible to its own agents and employees and to all third persons, including invitees and the public for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the custody, possession, operation, maintenance, or control of said leased space or exhibit for negligence or otherwise relating thereto, and said exhibitor does hereby indemnify and hold harmless the Association and the Atlantic City Hilton Hotel and Casino, Atlantic City , New Jersey against any and all such claims as may be asserted against it.

Should any contingency interrupt or prevent the holding of the VPPPA Conference, the Association will return such portion of the amount paid for space as may be determined to be equitable by the Association after deduction of such amounts as may be necessary to cover expenses incurred by the Association in connection with the Conference. If for any reason, the Association determines that the location of the Conference should be changed or the dates of the Conference postponed, no refund will be made, but the Association shall assign to the exhibitor, in lieu of the original space, such other space as the Association deems appropriate and the exhibitor agrees to use such space under the same rules and regulations. The Association shall not be financially liable or otherwise obligated in the event the Conference is canceled, postponed or relocated except as provided herein.

14. **Attending Conference Workshops** - Exhibitors are strictly prohibited from attending any and all Conference workshops without first registering and paying individual Conference attendee fees. Any exhibitor attending a workshop without first registering as an individual attendee will be charged the maximum registration fee possible.
15. Exhibitors are invited to attend lunch on the day of the conference. The primary exhibitor and one additional exhibitor's lunch are included in the price of exhibiting. Attendance in the networking reception, which is being held on Wednesday, is open to all exhibitors and the cost is included in the exhibition fee.
16. **Authority** - The Association shall have the power to adopt and enforce all Conference attendance, rules and regulations with respect to the kind, nature and eligibility of exhibitors adopted by it or set forth herein, and its decision on the matters which may arise there under shall be final.

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- 17. Smoking - Please help us in reaching a smoke-free environment by not smoking during any part of the Conference.
- 18. All drayage is the responsibility of the exhibitor/Exhibitors. It is the individual Exhibitor's responsibility to arrange for shipping and receiving. Conference items may be shipped no earlier than **five** business days prior to the start of the Conference.
- 19. Exhibition Times and Dates for all Exhibitor

The Exhibitor Hall will open;

- Monday June 7th set up time 7:00 am, starting time 9:00 am – Break down time 3:00 pm.
- Tuesday June 8th starting time 7:30 am – Break down time 3:30 pm.
- Wednesday June 9th starting time 7:30 am – Break down time 2:30 pm.

**We are looking forward to your participation in the 2010 conference. Paul & Robert.*

REGION CHAPTER VPPPA ACCEPTANCE (OFFICE USE ONLY)

Authorized Acceptance Signature: _____

Date: _____

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Trump Taj Mahal Hotel & Casino

ADVANCE SHIPPING AND STORAGE:

The Taj Mahal has limited space for the storage of equipment and materials shipped prior to customer's event. In the event customer desires to ship certain goods, merchandise or equipment to Taj Mahal in anticipation of and prior to the event, customer assumes all responsibility and liability for loss, theft, damage, etc. thereto. Taj Mahal shall not be held responsible or liable for any loss or damage to any goods, merchandise or equipment. It is incumbent upon customer to secure its own insurance coverage for pre-event shipping and receiving of the same. Any pre-event shipment and storage of equipment and materials shall be subject to the prior approval of Taj Mahal. Customer agrees to pay Taj Mahal for labor and storage charges incurred upon request as outlined below.

Envelopes/boxes/cartons (25 lbs. or less) - \$5.00 handling fee for each
Boxes/cartons (26 lbs., but less than 70 lbs.) - \$10.00 handling fee for each
Pallets - \$50.00 handling fee for each

AUDIO VISUAL EQUIPMENT:

Comprehensive audiovisual support services, production, sound; lighting and video are available and may be provided by Taj Mahal. An AV technician will be assigned to assist with this portion of your meeting. Use of an outside vendor or equipment requires prior written approval from the Sales Manager. Taj Mahal reserves the right to levy a service charge for technical support in the event an outside vendor or equipment is used. Taj Mahal is the exclusive provider of all rigging services, labor, electrical chain hoists and rigging hardware. Additionally, Taj Mahal maintains exclusive control over all connections to house audio, lighting, data and electrical systems and exclusive control over all signs, banner and decorations. Specific guidelines are enforced. Appropriate charges will apply.

DECORATIONS/DISPLAYS:

All exhibits, displays, decorations, signs, third-party logos or trademarks are subject to the approval of Taj Mahal, which approval shall not be unreasonably withheld. Customer shall not attach any item to any wall, floor, window, door or ceiling, without the prior approval of Taj Mahal. Customer shall be responsible and pay for any damage occasioned by the attaching or fastening of any item to the premises, whether or not approved by Taj Mahal.

SECURITY:

Taj Mahal shall not be responsible for any merchandise, personal articles or any items whatsoever damaged, lost, misplaced or stolen, unless Taj Mahal has undertaken an affirmative duty respecting a particular item, such as securing the item in a safe or vault. Customer shall be responsible for obtaining its own system of security in the event it requires the same.

SOLICITATION AND DISTRIBUTIONS:

Our guests are prohibited from soliciting or distributing materials to our employees or vendors for any reason.

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INSURANCE:

If customer's event is an exhibition or trade show, customer shall provide an original certificate of liability insurance verifying the minimum coverage of One Million Dollars as set forth below and under the following terms and conditions: It is the responsibility of the customer to ensure that each vendor participating in this trade show or event also has secured the liability insurance.

- a. Each policy shall contain the provision that there will be ten (10) days prior written notice given to Taj Mahal in the event of cancellation or of material change in the policy, and
- b. The insurance companies indicated shall be authorized to do business in the State of New Jersey and shall be acceptable to Taj Mahal; and
- c. Taj Mahal shall not be liable for the payment of any insurance premiums; and
- d. Neither approval by Taj Mahal or failure to disapprove insurance certificates furnished shall release customer of full responsibility for all liability as set forth above; and
- e. Customer agrees to purchase and keep in effect during the term of this Agreement, or any extension thereof, insurance coverage as follows: (1) employers liability, workers' compensation and unemployment insurance equal to those coverage or liability amounts otherwise required in the State of New Jersey, (2) personal injury, property damage, contractual liability and product liability, with a broad form comprehensive general liability endorsement in an amount of at least One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, (3) vehicle insurance covering each vehicle or truck with a limit of at least One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage. Each insurance policy obtained shall name the Oneida Indian Nation and its enterprises as an additional insured.

The provisions of this paragraph shall survive the termination of this Agreement.

MISCELLANEOUS PROVISIONS:

Customer agrees to exert their influences to ensure proper conduct of all persons. In the event of misconduct by persons that result in damages to the premises, the customer will assist Taj Mahal in identifying the offending persons and assist with recovery of costs and expenses of repairs thereto.

Utilities: All electrical services and utilities, including phone and riggings, are contracted through Taj Mahal.

Signage: All signs must be professionally printed and their placement and posting be pre-approved by Taj Mahal personnel. Nothing shall be posted, nailed, screwed or otherwise attached to the walls, floors or other parts of the building or furniture. Distribution of gummed stickers or labels is prohibited.