

# Young Child Expo and Conference (YCEXPO 08), April 18-19, 2008, Hilton New York Application and Exhibit Booth Contract

Please reserve the following booth(s): First choice \_\_\_\_\_ Second choice \_\_\_\_\_ Third choice \_\_\_\_\_ Number of corners \_\_\_\_\_

Full name of firm or organization \_\_\_\_\_

Complete Address \_\_\_\_\_

(Street) \_\_\_\_\_ (Suite/Floor) \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_ (Country) \_\_\_\_\_

Telephone with Area Code (\_\_\_\_\_) \_\_\_\_\_ Fax with Area Code (\_\_\_\_\_) \_\_\_\_\_

Email address \_\_\_\_\_ Website \_\_\_\_\_

## We wish to be listed in the 2008 Conference Final Program as

Full name of firm or organization \_\_\_\_\_

Telephone with Area Code (\_\_\_\_\_) \_\_\_\_\_ Fax with Area Code (\_\_\_\_\_) \_\_\_\_\_

Email address \_\_\_\_\_ Website \_\_\_\_\_

Brief Description of product or service \_\_\_\_\_

*Los Niños Services, Inc., is not responsible for typographical errors and incorrect or missing copy in Young Child Expo and Conference 08 Programs or other exhibit materials.*

## The company name on our booth identification sign should read

Booth number(s) will be included in the Conference Final Program listing and on booth sign. Only one company name will be included in the Conference Final Program and on the booth sign. I understand that submission of the Application and Exhibit Booth Contract constitutes agreement to abide by YCEXPO 08's exhibit policies and information on pages 1 through 2. I understand that there may be additional charges incurred as an exhibitor (see "Booth furnishings and service information"/"Installation and dismantling of exhibits" on page 2 of this document).

Name and title of person making reservation \_\_\_\_\_ Signature of person making reservation \_\_\_\_\_

Name of primary contact/person to receive information \_\_\_\_\_

Payment method:  Check/money order enclosed  VISA  MasterCard  American Express  Discover (Check one) \$ \_\_\_\_\_

(Young Child Expo and Conference 2008 is an event run by Los Niños Services, Inc. All checks should be made payable to "Los Niños Services") Amount enclosed

## If paying by credit card, please complete the following:

Credit card number \_\_\_\_\_ CV # \_\_\_\_\_ Expiration date \_\_\_\_\_

(Credit Card payments will be processed by Los Niños Services, Inc.) (last three digits on back of card)

Cardholder's name \_\_\_\_\_ Signature \_\_\_\_\_

Mail the completed Application and Exhibit Booth Contract with payment to: Young Child Expo and Conference 2008 Exhibits  
c/o Los Niños Services, Inc., 535 8<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, New York, NY 10018 212.787.9700 fax 212.787.4418

**Information for exhibitors** All booths are \$895.00 per booth unit; corner booths, where there is cross-traffic, are an additional \$200.00 per corner. All booths will be sold in increments of 8' x 10' units and will be configured in peninsula, island, or in-line booth spaces, at YCEXPO 08's discretion. Any booth configuration which spans or incorporates aisle space will have that aisle space factored into the total booth cost. Please complete this Application and Exhibit Booth Contract, sign the application, and return it along with a nonrefundable deposit of 50% of the total booth cost to YCEXPO 08 Exhibits, c/o Los Niños Services, Inc. Keep a copy for your files. The Exhibit Confirmation & Invoice for the balance of the rental charge will be sent to the person signing the application. Exhibitors who do not remit the balance due by the specified due date will forfeit their booth space. Non-U.S. exhibitors fees must be paid in full in U.S. funds by International Money Order. For more information, contact YCEXPO 08, Los Niños Services, Inc. (212.787.9700).

**Payment/cancellation** Check, money order, VISA, MasterCard, American Express, or Discover may be used for payment. Booth deposits are nonrefundable. If an Exhibitor decides to cancel the reservation after full payment has been made, 50% of the booth price will be refunded if a written request is received on or before January 17, 2008. No refunds will be made after January 17, 2008.

**Contract** Exhibitor hereby agrees and understands that the policies and information for Exhibitors stated on the Application and Exhibit Booth Contract are part of a contract between the Exhibitor and YCEXPO 08, and that the submission of the Application and Exhibit Booth Contract constitutes the Exhibitor's agreement to abide by these policies and information (the "Agreement").

**Exhibitor badges** A maximum of four badges will be printed per booth. Two badges will be mailed in advance, and the remainder may be picked up on-site at the Exhibitors' registration desk.

**Booth furnishings and service information** The price of booth rental includes the framework, 3' high sidewalls, 8' high back drapes and a two-line booth sign that lists the company's name and booth number. YCEXPO 08's exhibit management company is Los Niños Services, Inc. Complete shipping and handling instructions along with information and order forms regarding booth furniture, drayage, electrical outlets, carpet rental, etc., will be provided by Los Niños Services, Inc., in an Exhibitor's service kit. This kit will be available to YCEXPO 08 exhibitors prior to the show. During the show, a service desk will be maintained by Los Niños Services, Inc., near the exhibit area.

**Installation and dismantling of exhibits** Booths will be ready for setup after 6:00 a.m. on Friday, April 18. No Exhibitor will be permitted to set up a booth unless YCEXPO 08 has received prior payment in full. Exhibits will close on Saturday, April 19, at 2:00 p.m. Exhibit hours and days are subject to change. Exhibitors must agree not to have any part of their exhibits dismantled, packed, or removed before 2:00 p.m. on Saturday, April 19. It is the duty and responsibility of the Exhibitor to make arrangements with Los Niños Services, Inc., for the installation of the exhibit before the opening of the Conference and to dismantle and remove the exhibit immediately after the closing. Exhibitor agrees to conform to the exhibit schedule. Exhibitor assumes full responsibility in determining applicable union regulations and fees regarding setting up displays and transporting materials to and from the exhibit hall.

**Liability** The Exhibitor hereby agrees to assume full responsibility and liability for all losses, injury, claims, demands, suits, costs, expenses (including reasonable attorneys' fees) of whatever nature and description arising out of or related in any way to Exhibitor's activities at the Conference and under this agreement. Exhibitor further agrees to indemnify and hold harmless YCEXPO 08, its officers, members, volunteers, Los Niños Services, Inc., and employees, the Hilton New York and the City of New York, NY, from any and all losses, injury, claims, demands, suits, costs, expenses (including reasonable attorneys' fees) of whatever nature and description arising out of or related in any way to the negligent acts or omissions or willful misconduct of, or breach of this agreement by, Exhibitor, its employees, agents, or subcontractors in connection with Exhibitor during the Conference or under this agreement. IN NO EVENT SHALL YCEXPO 08 OR LOS NIÑOS SERVICES, INC. BE LIABLE TO EXHIBIT FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOSSES OF PROFITS, ARISING FROM EXHIBITOR'S ACTIVITIES DURING THE CONFERENCE OR UNDER THIS AGREEMENT, OR ANY BREACH OF THIS AGREEMENT BY YCEXPO 08 OR LOS NIÑOS SERVICES, INC.

**Exhibit hours** Exhibitors must be ready for opening at 10:00 a.m. on Friday, April 18. Exhibit hours will be as follows:  
Friday, April 18—10:00 a.m. to 5:00 p.m.  
Saturday, April 19—10:00 a.m. to 2:00 p.m.  
Exhibit hours and days are subject to change without prior notice.

#### **YCEXPO 08 Exhibitor Policy** **Policy statement**

In this day of rapid developments, controversy, experimentation, and striving for excellence in education, it is the belief of the Exhibit Committee that YCEXPO 08 should not designate as approved individual items on display. Rather, the goal of YCEXPO 08 should be an ongoing search for criteria through its conferences, publications, and other services that will enable its members and guests to evaluate critically materials, equipment, and education.

#### **General exhibit policy**

**1. Use of space.** Exhibitor may not alter the locations of its exhibit or booth without the written consent of YCEXPO 08 management. The assignment, subletting, or sharing of space by an Exhibitor is prohibited without the prior written consent of YCEXPO. The exhibit must be designed and displayed to conform to the size of the space leased. Nothing shall be displayed in such a manner as to obstruct the view of, or interfere with, the exhibits of others. Brochures or advertising materials of any description may be distributed only within the space assigned to the Exhibitor. Aisle space may not be used to distribute promotional material. No firm or agency without assigned space will be permitted to solicit business in any manner. Demonstrations—including singers and/or the use of films, tapes, records, musical instruments, or any other sound device must be kept at a volume sufficiently low so as not to be objectionable to nearby exhibits or Conference participants. Exhibitor's demonstrations must be confined within the boundaries of its respective booths.

**2. Safety.** All materials used in decorating must be flameproof. All hangings must clear the floor. Attention to safety regulations is imperative. Aisles, passageways, and lobby or exit areas giving access to fire extinguishing apparatus must be kept clear at all times.

**3. Children under the age of 13.** Children under the age of 13 are not permitted in the Exhibit Hall. In addition, children under the age of 13 are not permitted to, including but not limited to the following, work, distribute materials, perform, or demonstrate products on the exhibit floor. Exhibitor shall be required to comply with all applicable Federal and state child labor regulations, as well as any policies, rules, and regulations of YCEXPO 08 and the Hilton New York.

**4. Care of building and equipment.** Exhibitor shall exercise all precautions against damage or defacement of the Hilton New York and its property. Exhibitor may not tape, paste, thumb-tack, nail, or otherwise affix signs or posters to the walls, columns, or booth draperies, or hang things from sprinkler pipes. Any signs or posters leaning against the walls must be properly padded

so as not to cause damage. Exhibitor hereby indemnifies YCEXPO 08 and the Hilton New York from any damage caused by Exhibitor.

**5. Restrictions.** YCEXPO 08 reserves the exclusive right to alter the location of exhibits or booths if, in the sole judgment of YCEXPO 08, it deems it to be in the best interests of the Conference. YCEXPO 08 reserves the right to prohibit or remove any exhibit or part of any exhibit that, in the sole discretion and judgment of YCEXPO 08, may detract from the general character of the Conference. This reservation includes persons, objects, printed matter, or anything of a character that YCEXPO 08 determines is objectionable to the Conference. In the event of such restriction or action by YCEXPO 08, Exhibitor agrees that YCEXPO 08 shall not be liable for any damages to Exhibitor nor will YCEXPO 08 be liable for a refund to Exhibitor of rental or other exhibit expenses.

**6. Sales.** Exhibitor's order taking and direct sales shall be limited to educationally related products or services only. In the event that Exhibitor shall choose to sell merchandise at the YCEXPO 08 Annual Conference & Expo the Exhibitor shall assume full responsibility for securing a vendor's license and complying with all applicable laws and regulations, including sales tax and revenue laws and regulations.

**7. Security.** YCEXPO 08 shall employ reasonable precautions to safeguard exhibit material. The exhibit area will be locked, and peripheral guard service will be provided when exhibits are not scheduled to be open. Some guard service will also be provided during exhibit hours. However, YCEXPO 08, the Hilton New York, the City of New York, NY and Los Niños Services Inc. and its subcontractors do not accept responsibility for the protection of Exhibitor's materials and displays nor for any loss or damage to such materials and displays. Exhibitors are solely responsible for obtaining insurance on their exhibits, utilizing lock boxes, and/or arranging for their own security in their booths as appropriate, at their own expense. All property shipped to or from the Conference by the Exhibitor for installation or display shall be done at the sole risk of the Exhibitor.

**8. Certificate of liability insurance** Exhibitor shall provide Los Niños Services, Inc. with a certificate of insurance evidencing insurance with at least the following limits and evidencing YCEXPO 08, Hilton New York, and Los Niños Services, Inc., Inc. as additional insureds:

- Comprehensive General Liability of not less than \$1,000,000 with respect to injuries to any one person in an occurrence.
- \$2,000,000 with respect to injuries to more than one person in any occurrence.
- Workers' Compensation Insurance, including employee liability coverage, in a minimum amount not less than \$1,000,000 of individual and/or aggregate coverage.

**9. Americans with Disabilities Act.** Exhibitor agrees to operate its exhibit during the Conference in full compliance with Title III of the Americans with Disabilities Act and the regulations promulgated thereunder.

**10. Rules and regulations compliance.** Exhibitor agrees to abide by all Exhibitor rules and regulations contained in this contract or otherwise communicated to Exhibitor by YCEXPO 08.

**11. Convention Center lease compliance.** Exhibitor acknowledges & understands that this contract is subject to all terms & conditions of YCEXPO 08's agreement with the Hilton NY.

**12. Exhibit limitations.** Exhibitor shall locate its equipment and display within the confines of their exhibit booth. Equipment will not be permitted to overhang the booth of another Exhibitor, unless prior written consent is obtained from the other Exhibitor. Overhanging of aisle space is not permissible, and YCEXPO 08 reserves the right to move any equipment overhanging in violation of these rules, or to remove the equipment from the exhibit hall at the expense of the offending exhibitor. YCEXPO 08, in the event such movement or removal is not possible, further reserves the right to require payment for space used outside the exhibit booth by the offending exhibitor. Any demonstration or activity by Exhibitor that results in obstruction of aisles or prevents ready access to a nearby exhibitor's booth shall be suspended for any period specified by YCEXPO 08 without any liability to Exhibitor. In addition, YCEXPO 08 shall have the right to cancel this Agreement, at any time, with no liability to Exhibitor, if in the sole opinion of YCEXPO 08, Exhibitor's exhibit becomes objectionable because of the conduct of persons involved, the use of printed matter, or for any other cause which distracts from the best interests of all exhibitors or the show itself.

**Agreed to by Exhibitor (authorized representative of the company)**