

2009 EXHIBIT SPACE Application/Contract

for DHI's 34th Conference & Exposition, Orlando, FL | September 16-18, 2009

Exhibitor Company Information (Please print)

Company Name: _____

Street Address: _____ P.O. Box/ Suite: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country (outside North America): _____

Telephone: () _____ Ext.: _____ Fax: () _____

Exhibitor Key Contact:

Name: _____ Title: _____

(If different than above)

Street Address: _____ P.O. Box/ Suite: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country (outside North America): _____

Telephone: () _____ Ext.: _____ Fax: () _____

E-mail: _____

Booth Size _____ @ **\$3400 Corporate Member or \$4250 Non-Member** U.S. Funds per 10' x 10' = \$ _____

- Preferred Booth Locations: 1st. _____ 2nd. _____ 3rd. _____
- DHI Corporate Member price is contingent upon current paid in full membership dues. Join as a New Corporate Member concurrent with Exhibit Space Application and qualify for Member prices, PLUS we will waive the \$50.00 application fee.
- (3) nontransferable Exhibitor Registrations for each 10'x 10' booth are included in the price.
- Prefer not to be located next to or near: _____

Exhibitor Business: State your business and/or products to be displayed. _____

PAYMENT AND CANCELLATION POLICY:

- 1.) 50% of booth fees are due and payable by Dec. 31, 2008. If payments are not received by this date, the booth reservation is subject to forfeiture and/or reassignment.
- 2.) Balance of Payment is due by March 31, 2009.
- 3.) Cancellation notice in writing by Dec. 31, 2008 will release Exhibitor from Contract without penalty.
- 4.) Cancellation notice in writing between Jan. 1 and March 31, 2009 will incur 50% of Contract Value.
- 5.) There will be no refunds for cancellation or reduction of booth space after April 1, 2009. Exhibitor is responsible for 100% of the original Contract amount.
- 6.) Contracts executed after April 1, 2009 will have full amount due and payable within (30) days of signing.

BINDING CONTRACT

- A. It is understood that this Application/Contract will become a binding contract upon acceptance by DHI. The Exposition Rules and Regulations attached to this Contract for Exhibit Space ("Contract"), as amended, are part of the Contract and are binding and enforceable on Exhibitor and its officers, employees and agents. A copy will be returned to you indicating contract acceptance and booth assignment. The application will be returned to you if not properly signed.
- B. Exhibitor represents that it is a manufacturer or other provider of products or services to the architectural openings industry and that its display at the Show will feature only such products or services. DHI reserves the right to (i) accept or refuse to accept any application, (ii) make final space assignments, or to change any space assignment after DHI advises an Exhibitor of its preliminary space assignment, should DHI determine that it is in the best interest of the Show to make such change, and (iii) resell any space released or canceled by an Exhibitor.

Company Authorized Signature _____ Date _____

PRINT NAME (if other than Key Contact listed above) _____

DHI Authorized Signature _____ Date _____

FAX signed contract to Steve Hildebrand at: 717/859-5940. Phone: 717/859-5905, E-mail: steveh@ptd.net

CREDIT CARD PAYMENT INFORMATION (U.S. Dollars)

Amount: \$ _____ VISA MC AMEX Exp. Date _____

Card Number: _____

Card Holder's Name (Print) _____ Authorized Signature _____

Cardholder's Billing Address (print): _____

Street Address

P.O. Box/ Suite

City/State/Province:

Zip/Postal Code

Country (outside North America)

You may pay by credit card, otherwise an invoice will be provided and due within 30 days.

Door and Hardware Institute Exposition Rules and Regulations

Educational Scope

The exposition sponsored by DHI is educational in its intent and scope. Exhibits should be designed to enhance the understanding of product use and to promote closer relationships between producers and distributors of the material displayed. Architects, designers, specifiers and building owners are among those invited to view the displays. Exhibits should inform and educate this important segment of the building construction industry.

1. CONTRACT FOR SPACE AND ELIGIBILITY

These Rules and Regulations constitute part of the Contract for Exhibit Space ("Contract") for the right to exhibit at the Door and Hardware Institute ("DHI") Annual Conference and Exposition (the "Show") held in the Convention Center ("Exhibit Facility").

2. NO SALES DELIVERIES

Exhibitor agrees to restrict its sales activities on the Show floor to order taking only. The delivery of merchandise or the receipt of payment for such merchandise is strictly prohibited on the Show floor.

3. NO EXHIBITS OUTSIDE OF EXHIBIT FACILITY

No exhibit eligible for this Show will be permitted in a hotel room or outside of the Exhibit Facility unless such exhibit is also displayed in the Exhibit Facility. All Exhibitors are prohibited from displaying any materials outside of their specific display area.

4. SPACE ASSIGNMENT

Initial space assignments will be made during the space selection meeting at the previous year's convention; all subsequent space assignments will be made on a first-come, first-served basis. Every effort will be made to assign the Exhibitor of its chosen spaces; however, DHI reserves the right to make the final space assignment or to change the space assignment after the Exhibitor's deposit is accepted should DHI determine it to be in the best interest of the Show.

5. USE OF EXHIBIT SPACE

A. Assignment and Sublease – Exhibitors shall not assign, sublet or share the whole or part of their exhibit space without written consent of DHI. No person, firm or organization that has not contracted with DHI for space will be permitted to display or demonstrate any products, processes or services, to solicit orders, wear identification other than that of the contracting exhibitor without DHI prior written consent, or to distribute advertising or other materials at the Show. Any infringement of this regulation will result in prompt removal of the offending person from the Show.

B. Prohibited Activities – No activities are permitted in any exhibit space that are contrary to law or the rules of the Show, or which will disturb exhibitors in the immediate area. Exhibitors must remain within their own exhibit space in distributing literature, product samples or other materials. The aisles may not be used for this purpose. Exhibitors may not serve or dispense food or beverages of any type from their exhibit space without prior approval of DHI.

C. Safety Precautions – All construction material must conform to standard safety practices. All display material and decorations must be flame retardant. No combustible decorations, such as crepe or tissue paper, cardboard or corrugated paper, may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All electrical equipment must be in good operating condition and must meet the requirements of all local safety codes. Displays are subject to inspection and approval for safety by the Exhibit Facility, Exhibit Manager and by the local fire department.

D. Dismantling – Exhibits may not be dismantled before the close of the Show. Exhibits must be removed by the Exhibitor from the premises no later than the time indicated in the official exhibitor service kit. Exhibitor shall be liable for all storage and handling, holdover and/or overtime charges resulting from failure to remove exhibit material from the Show before conclusion of the dismantling period as specified by DHI.

6. BOOTHS AND HANGING SIGNS

DHI has arranged for the necessary uniform booth backgrounds and dividers. Head signs, uniformly lettered will be 7" x 44" in length. These will be provided for each Exhibitor. Signs will carry booth numbers and exhibiting company name.

Dimensions indicated are believed to be accurate, but are only warranted to be approximate. Back walls of booths are 8' high, side rail dividers 3' high. To maintain uniformity and to prevent the obstruction of view of adjoining booths, displays must not be higher than 8' in back of booth, 4' along dividers, 5' in from the aisles including peninsulas. No walls, partitions, decorations or other obstructions may be erected that in any way interfere with the view of any other Exhibitor. It is important to note that all aisle booths must be facing the aisles and not facing the sides or to the rear. Exhibitors desiring to use other than standard booth equipment or any signs, decorations or arrangements of display material conflicting in any way with these Rules and Regulations must submit two copies of detailed sketch or proposed layout at least 90 days before the opening of the Show, and receive written approval from DHI.

A. HEIGHT RESTRICTIONS – Hanging identification signs and graphics will be permitted to a maximum height of 24' for island booths, only when written approval is received from exposition management. Hanging signs are part of the overall exhibit presentation and, whether suspended or attached to the exhibit fixture, will be permitted to a maximum height that corresponds to the appropriate exhibit configuration.

B. LENGTH – Hanging signs and graphics will be permitted to a total length not to exceed 50% of the corresponding dimension of the booth. The size and number of hanging signs must be limited in order to minimize the stress to the facility ceiling structure on the part of any one (1) exhibitor.

C. APPROVAL – All hanging sign requests must be submitted with floor plans or diagrams in writing to the Door and Hardware Institute. All hanging sign requests must be received **no later than August 1, 2009**.

7. VIOLATIONS

Any exhibitor who fails to comply with the Exposition Rules and Regulations (as approved by the DHI Exhibitor Advisory Council) is subject to immediate cancellation/dismissal by DHI.

8. INDEMNIFICATION

Exhibitor agrees that neither the Exhibit Hall nor DHI shall be liable for any claims, losses, damages, death, injuries or liability which may be sustained by any person who may be on the premises

leased by or assigned to Exhibitor, (including, but not limited to) any agent, employee, representative or guest of Exhibitor, or any other person or entity.

1. Exhibitor agrees that it will hold harmless and indemnify the Exhibit Hall and the Association from any and all claims, including third party infringement claims, losses, damages, death, injuries or liability whatever (including without limitation, reasonable attorneys' fees and costs) whether to property, person or otherwise, that arise in whole or in part from the omissions or willful misconduct or breach of this contract by Exhibitor, or its agents, employees, representatives, patrons, guests or invitees related to or arising in connection with Exhibitor's performance under this contract.

2. The parties agree that the total liability of DHI to Exhibitor under this contract, whether in contract or tort, shall be the amount of the Exhibitor's fees paid to Association.

3. In no event shall DHI be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive or special damages or awards.

9. INSURANCE

Neither DHI nor the Convention Center maintains insurance covering Exhibitor's property. Exhibitors and Individual Installation and Dismantling companies must carry Comprehensive General Liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 in the aggregate, for bodily injury, property damage, personal injury/advertising loss and Statutory Workmen's Compensation with Employer's Liability at the applicable state limits. Certificates of Insurance with liability limits must be provided with booth payment, and as a condition of the Contract, insurance must be in full force and effect through duration of the Show and for one day thereafter. The certificate of insurance must name the exhibiting company with booth number as insured. The Door and Hardware Institute and the Gaylord Palms Resort along with the following dates (September 13 - September 19, 2009) must be present on the insurance certificate. DHI reserves the right to require an insurance policy in excess of the amounts stated.

10. SECURITY

Security guards shall be provided by DHI when the Show is closed (badge checkers when the Show is open). It is understood that security offers no guarantee against theft, pilferage, robbery, vandalism, or any loss or damage to property or premises. Exhibitors should rely upon their own insurance to cover losses. Any exhibitor requiring special booth security shall contact DHI for approval and arrangements.

11. EXISTING CONTRACTS

Exhibitors must abide by existing contracts between the Exhibit Facility and third parties such as labor providers, union contracts and food service providers.

12. EXHIBITOR SERVICE KITS

The official decorating service contractor for the Show is GES Exposition Services, Inc. ("GES"). An exhibitor service kit containing general and technical information regarding the Show, instructions, services and rates of the official contractors will be provided to Exhibitors approximately four months prior to the Show's opening. Complete shipping instructions and information regarding booth furnishings, utilities and freight handling will be included. Requests for special orders and services not covered in this kit should be sent to the attention of the Official Exhibitor Contractors and/or the Exhibit Manager at least 30 days before the Show. Each Exhibitor will receive one manual per exhibit booth number. Each additional service manual will cost \$25.

13. EXHIBITS SERVICE DESK

An exhibits service desk, staffed by GES, will be maintained throughout the installation, operation and dismantling of the Show.

14. BADGES AND EXHIBITOR REGISTRATION

All Exhibitor personnel staffing the convention must complete the official exhibitor registration form and pay the appropriate fees. DHI allows for three (3) nontransferable exhibitor registrations for personnel per each 10' x 10' booth. No transfer of badges is allowed. Individuals who do not have badges will not be admitted into the exhibit area. Badges are not to be defaced by inserting business cards into the badge holder.

15. SPECIAL EVENTS/MEETINGS

No meetings, lunches, seminars, demonstrations or other events are to be scheduled that conflict with Show hours, or encourage the absence of attendees from the show floor. Sales meetings are not to be held on the floor. Booth familiarization meetings for Exhibitor personnel and sales agents may be held one half hour prior to Show opening.

16. FORCE MAJEURE

In the event that the Exhibit Facility or any part thereof is unavailable for all or part of the Show as a result of any strike, lockout, labor dispute, inability to obtain labor or materials, act of God, governmental restriction, regulation, intervention or control (including revocation of any license or permit necessary for the Show), civil disturbance or commotion, enemy or hostile governmental action, sabotage, fire or other casualty, or any other condition beyond the reasonable control of DHI, or should DHI decide in the exercise of its reasonable discretion to cancel, postpone or resite the Show, or reduce the installation time, Show time, or move-out time, DHI shall not be liable to Exhibitor for any damage or loss, direct or indirect, arising out of any such occurrence.

17. MODIFICATIONS

DHI reserves the right to modify these Rules and Regulations, which form a part of the Contract, provided that any modifications are in writing and are in the best interest of the Show, and a copy of thereof is furnished to the Exhibitor promptly after adoption by DHI.

18. LICENSES

It is the responsibility of Exhibitor to obtain all necessary licenses from (i) any governmental entity having jurisdiction over the Show, all necessary business, exhibition, or other licenses for Exhibitor's participation in the Show, and (ii) any licensing organization authorized to license the performance of copyrighted music performed on behalf of Exhibitor. Exhibitors using music in their booth, either live or mechanical, must provide DHI with a copy of the Exhibitors Licensing Agreement with ASCAP, BMI or other such licensing organization.