

NEW AMERICAN CHAMBER OF COMMERCE

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Franchise & Trade Expo & Business Conference TERMS AND CONDITIONS OF EXHIBIT TABLE CONTRACT

1. Application and Eligibility: Application for Exhibit table space must be made on the contract provided by NACC, contain the information as requested and executed by an individual who has the authority to act for the applicant. NACC reserves the absolute right to decline any application for exhibit space for any reason, if, in the NACC's judgment, the products or services to be shown or demonstrated are not applicable or inconsistent with the purposes of the Expo. The NACC also further reserves the right in its sole discretion, to limit the type of company and products represented at the Expo and accept or reject application and to assign table spaces as it deems appropriate.

2. Table Size: Standard Exhibit table size will be 6'

3. Exhibit Table Floor Plan: Every effort will be made to maintain the general configuration of the floor plan for this Expo and conference. However, NACC reserves the right to modify the plan if necessary, as determined solely by NACC.

4. Assignment of Table space: All table spaces shall be assigned by NACC, in its sole discretion as Application/Contract and deposits are received and accepted as stipulated by article #5.

5. Payment for Table Space: Payment for table space will be due as follows:

- To qualify for the Early-bird special rate of \$500 per table. Full payment must be received by December 31st, 2008
- Normal Table rate of \$650 per table between January 01, 2009 and March 06, 2009. Cost of table space must be received with application

6. Sharing or Subletting Table space: Exhibiting companies may not share or sublet any portion of their table space to another non-exhibiting company without the express written permission of the NACC and Conference Planning committee. The use of non-exhibiting company literature or displays is also prohibited by this contract.

7. Cancellation/Table Reduction Policy: If an Exhibitor cancels or reduces table space, NACC will refund exhibit space payment based on a sliding scale below. These forfeitures will be effective even though the reduced or cancelled table space may subsequently be sold to another company. Reduced space is considered cancelled space.

Prior to December 31, 2008

Between January 01, 2009 and March 06, 2009

After March 06, 2009

75% of the total deposit
Will be refunded

50% of total deposit will be refunded

No refund available

8. Cancellation of the Exposition: Should the Exposition be cancelled for any reason whatsoever, the rental and lease of table space to the exhibitor shall be terminated, in which case the limit of claim for damage and/or compensation by the exhibitor shall be the pro rata amount paid.

9. Reassignment of Table space: The NACC and Conference planning team reserves the right to reassign table space in the best interest of the exposition, but every effort will be made to maintain assigned spaces.

10. Installation of Exhibits: The Exhibit hall will become available for table setup from 8:00am to 9:00am on Saturday, March 28, 2009. All exhibit tables must be completed and ready for the Opening Ceremony on Saturday, March 28, 2009 at 9:00am.

11. Dismantling and Removal of Exhibits: The dismantling period begins at 5:30pm and ends at 6:00pm.

12. Liability for Damage or Loss of Property: The Exhibitor agrees to protect, indemnify and hold harmless the NACC and its members, officers, directors, employees and contract agents from any liability, loss, damage or expenses, including court costs and attorneys fees by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived there from occurring in or about the Exposition premises, including that caused by or resulting from breach of the terms and conditions and representation made by exhibitors written in this contract. Indemnitees shall not be responsible or liable for any injury, loss or damage to any property or person brought in by the Exhibitor or otherwise located in the exposition premises.

14. The Exhibitor shall agree to keep the passageway clear of all display items and that all chairs or movable items remain within the exhibitor's table area.

15. NACC reserves the right through its management and its representatives to eject from the exhibition area any objectionable person or persons using abrasive language, and upon the exercise of this authority through its management, agents or policemen waives any right and all claim for damages against the NACC.

16. NACC reserves the right in the case that the Expo and Conference is cancelled due to unforeseen occurrence, such as a terrorist act or any natural occurrence, to reschedule the Expo for another date or provide a refund to each exhibitor based on a rate herein specified at 50% of total deposit after February, 2009.

17. Miscellaneous: The Exhibitor expressly agrees to be bound by all terms, conditions and specifications herein listed and from time to time thereafter modified, and expressly agrees that this Contract and such rules and regulations contains the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. The contract shall be interpreted under the laws of the United States and the state of New York.

18. Reservation of Rights to make changes: Any matters not specifically covered herein are subject to decision by the NACC. The NACC reserves the right to make such changes, amendments, and additions to these rules as considered advisable for the proper conduct of the exhibition, with the provision that all exhibitors will be properly advised of any such changes.