

Application and Contract for Exhibit Space



2010 ANNUAL MEETING AND EXPOSITION

April 21–24, 2010 • San Diego Convention Center • San Diego, California

Read the application and accompanying terms and conditions. After completing, sign and return to the NCTM Sales Department with your deposit. This application becomes a binding contract when signed by Exhibitor and accepted by NCTM.

- The undersigned (hereinafter Exhibitor) hereby makes application for space at the 2010 Annual Meeting and Exposition to be held by the National Council of Teachers of Mathematics at the San Diego Convention Center.
- A. Exhibitor agrees to rent the display area requested below at \$19.60 per square foot (add \$200 U.S. for each corner). Premium booths are available at \$21.60 per square foot (additional \$200 for each premium corner). See diagram for booth locations.
B. Island booths (20' x 20' or greater) will be created upon request. Cost will be based on the square footage required to meet your space request. Across Aisle booths are not available.

Choice	Booth Numbers	Choice	Booth Numbers	Choice	Booth Numbers
1.	_____	3.	_____	5.	_____
2.	_____	4.	_____	6.	_____

C. NOTE THAT BOOTHS ARE RENTED IN 100 SQUARE FOOT INCREMENTS.

Booth Size ___ sq.ft. x ___ sq.ft.

Check the type of booth and indicate quantity: Standard Space _____ Corner _____ Island _____ Premium _____

Total Amount \$ _____

- D. Exhibitor understands that preferences in display areas may not be available and that NCTM may assign alternative areas.
- Check one box: Display only Selling
 - Exhibitor agrees to deposit 50 percent of the full rental price on submission of this application and contract to the NCTM. Such deposit must accompany this application in order to be processed.
 - Exhibitor requests that, if possible, NCTM avoid assigning space to Exhibitor near the following competitors: _____
 - Exhibitor requests that, if possible, NCTM assign near the following companies _____
 - On acceptance of this application by NCTM, Exhibitor agrees to pay the balance of the full rental price on or before February 21, 2010.
 - Exhibitor agrees to book all sleeping rooms through NCTM and to abide by the block attrition policy. See housing documents for details.
 - Exhibitor acknowledges that Exhibitor has received a copy of the National Council of Teachers of Mathematics Exhibitor Terms and Conditions and that Exhibitor has read and understands these Terms and Conditions. Exhibitor further agrees that the National Council of Teachers of Mathematics Exhibitor Terms and Conditions are hereby incorporated into this application by reference and shall be binding on Exhibitor and NCTM on acceptance by NCTM. Each Exhibitor for itself and its employees agrees to abide by the National Council of Teachers of Mathematics Exhibitor Terms and Conditions and any amendment thereto that may be established pursuant to Term 17.

Date _____ Exhibiting Company _____

Accepted by (Signature) _____ Address for billing _____ Street _____

(Print name) _____ City _____ State _____ ZIP _____

Title _____ Telephone Number (____) _____ Fax Number (____) _____ E-mail _____

Payment to NCTM in U.S. \$ is enclosed American Express MasterCard Visa

Credit Card Number _____ Expiration Date _____ Amount to Charge \$ _____

Signature (needed for credit card transaction) _____
If different from above, Company Representative to whom the online service kit and further information should be forwarded:

Name _____ Telephone Number (____) _____ Fax Number (____) _____ E-mail _____

FOR NCTM USE ONLY

ASSIGNED LOCATION _____ NO. SPACES @ \$19.60 _____
NO. SPACES @ \$21.60 _____
NO. PREMIUM SPACES @ \$21.60 _____
NO. PREMIUM SPACES @ \$23.60 _____

TOTAL RENTAL PRICE \$ _____
LESS DEPOSIT \$ _____ DATE _____ CK# _____
BALANCE DUE \$ _____

(Please write "Exhibit Space Rental" on all checks)

Return the contract and deposit to:

National Council of Teachers of Mathematics, 1906 Association Drive, Reston, VA 20191-1502, (703) 620-9840

Date _____ Approved by _____

National Council of Teachers of Mathematics

EXHIBITOR TERMS AND CONDITIONS

(Additional Rules and Regulations are contained in the Prospectus)

This application for exhibit space becomes a contract when signed by the exhibiting company and accepted by the National Council of Teachers of Mathematics.

1. CHARACTER OF EXHIBIT

The purpose of exhibits at NCTM conferences, consistent with NCTM objectives, is to promote the advancement of mathematics education. All exhibits must both complement and enhance the NCTM program to which it is tied.

Each Exhibitor agrees to exhibit only those of its products used in the field of mathematics education, products related to the growth of knowledge in mathematics teaching methods, or products of interest to teachers. Exhibitors must comply with the Booth Rules and Regulations, a copy of which will be included with your booth confirmation. In general, Exhibitors are not permitted to obstruct the view or adversely affect the displays of other exhibitors. The general appearance of the show must take precedence over that any individual exhibit and NCTM may, in its sole determination, require rearrangement, at the Exhibitor's expense, of any display that is in violation of the Rules and Regulations.

NCTM reserves the right to prohibit any exhibit, part thereof, or proposed exhibit that in its opinion is not in keeping with the spirit and character of the exhibit as same is set forth in this document. NCTM reserves the right to restrict exhibits that become objectionable because of noise, method of operation, materials, or any other reason and also to prohibit or to evict any exhibit that in the opinion of NCTM may detract from the general character of the exhibit program as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that NCTM determines is objectionable to the exhibit program as a whole. In the event of such restriction or eviction, NCTM is not liable for any refund or other expenses incurred by the Exhibitor.

Acceptance of this contract by NCTM should in no way be construed as an endorsement by the NCTM of the exhibiting company or its products or services.

2. ASSIGNMENT AND RELOCATION OF EXHIBITS

Exhibitor understands and agrees that NCTM has sole discretion on the assignment of booths. NCTM is under no obligation to assign Exhibitor any of the booths preferred by Exhibitor.

NCTM reserves the right to alter Exhibitor's assigned location at any time in its sole discretion if deemed in the best interest of the exhibit program as a whole. Before exercising its discretion, NCTM will contact Exhibitor.

All measurements shown on the diagram are believed to be accurate, but NCTM reserves the right to make such modifications as may be necessary to meet the need of Exhibitors and the exhibit program as a whole.

3. PAYMENTS

The cost for rental of exhibit space is shown on the application for each meeting. Fifty percent (50%) of the exhibit fee must accompany this application as a deposit with the balance due no later than sixty (60) days prior to the opening of a conference. All applications received after this time must be accompanied by full payment. Requests for space will be considered only after a signed application and deposit have been received.

Refund of the Exhibitor's deposit will be made in the event NCTM does not accept the Exhibitor's application.

In the event that the Exhibitor cancels participation in the exhibit, or wishes to reduce exhibit space, Exhibitor shall promptly notify NCTM in writing. If the cancellation or reduction is received by NCTM before sixty (60) days prior to the start of the conference, 50% of the full exhibit price or full price for the space relinquished, will be retained by NCTM. No refund will be made for a cancellation or reduction received after sixty (60) days prior to the opening. Upon cancellation or reduction, Exhibitor loses all rights to space. NCTM reserves the right to reassign that space to another Exhibitor.

4. FAILURE TO MAKE PAYMENT

Any person, partnership, or corporation contracting for space who shall fail to make the payment as herein provided, whether such person, partnership, or corporation desires to exhibit or not, shall thereby and thereupon forfeit all rights to the use of the selected space, and the NCTM shall have the right to dispose of such space in such a way as it may consider to its interests without any liability on the part of the NCTM. In the event space contracted for by an Exhibitor remains unoccupied on the opening day of the exhibit and such space be not sold by the NCTM, the Exhibitor who fails to pay for and occupy said space shall be and remain liable for the payment agreed on.

5. BOOTH SETUP AND DISMANTLING

Setup time, exhibit hall hours, and dismantling time are listed on the information sheet for each conference.

Each Exhibitor must deliver to the exhibit hall area all equipment, apparatus, goods, materials, etc., and there erect and completely install the display in the space contracted by such Exhibitor no later than thirty (30) minutes prior to the published opening time of the exhibit hall. Work will be strictly prohibited after that time. Property received after the opening must be arranged in spaces only during the hours the exhibit hall is not open to attendees. Exhibits will not be permitted to be packed or removed from the building at any time after installation until the final closing of the exhibit hall unless special permission in writing is obtained from NCTM. Failure to comply will result in a \$300 fine.

Booth must be fully staffed during the entire conference.

NCTM reserves the right to make such modifications in the exhibit hours as may be necessary to meet program needs, with full and sufficient notice given to all contracted Exhibitors.

6. SOUND RESTRICTIONS

Sound-producing or amplifying devices that project sound must be tuned so as not to exceed 85dbs. NCTM reserves the right to determine at what point sound constitutes interference with other Exhibitors. Public address announcements are prohibited.

7. USE OF COPYRIGHTED MUSIC

Exhibitor agrees to pay all royalties, license fees or other charges for any music, either live or recorded, or other entertainment of any kind or natures, played, staged, or produced by the Exhibitor, his agents or employees, within the premises by this License Agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. The Exhibitor agrees to indemnify and hold NCTM harmless against any and all such claims or charges.

8. USE OF SPACE

All promotional material must be distributed from within the confines of the Exhibitor's own contracted space. Materials bearing any name or form of advertisement may not be displayed anywhere other than the space contracted. No Exhibitor shall sublet space allotted. Each Exhibitor is responsible for keeping the aisle or aisles near contracted space free of congestion resulting from demonstrations or promotions.

9. MARKETING PARAMETERS

Exhibitors are prohibited from scheduling hospitalities or programs outside of their exhibit contracted space(s) during times of the NCTM official program.

10. FORCE MAJEURE

Because of the nature of the enterprise undertaken by NCTM, the same being dependent on its securing a sufficient and satisfactory number of Exhibitors at the Conference, it is specifically understood and agreed that if, in the sole opinion of NCTM, it is not practical to carry out the terms of this agreement for any reason, without limiting it to any embargo or regulation of any department or agency of the United States government against the holding or carrying out of said exhibit program as a whole, NCTM shall have the right to cancel the same and this agreement, in which event any payment made by the Exhibitor to NCTM shall be returned to Exhibitor, and NCTM hereby expressly waives any and all claims of any kind and nature except for such amount as Exhibitor has previously paid for space, excepting if said event causes the exhibit program to be canceled ten days or less prior to the opening date of such exhibit program, fifteen (15%) percent of the full exhibit contract fee will be retained by NCTM.

11. LIABILITY

Exhibitor must operate and maintain exhibits so that no injury will result to any persons or property. Exhibitor undertakes and agrees to indemnify and hold harmless NCTM and its officers, board, agents, and representatives from any and all claims for damages, suits, etc., by any person by reason of negligence of the Exhibitor, its agents, representatives, or employees.

Exhibitor agrees to release and to indemnify and hold harmless NCTM from any and all claims for damages, suits, etc., for injuries to themselves or their employees and for damages to property in their custody, owned or controlled by them, which claims for damages may be incidental to, grow out of, or be connected with their use or occupation of space contracted; however, nothing herein shall release NCTM from any liability for claims, damages, suits, etc., that are the result of the negligence of NCTM.

Exhibitor must surrender space occupied by him in the same condition as it was at the commencement of occupation. The Exhibitor shall assume all responsibility for damage to the exhibit hall and shall indemnify and hold harmless the exhibit facility, NCTM, and their representatives for all liability which might ensue from any cause whatsoever arising out of the Exhibitor's participation in the exhibit program or in conference activities.

NCTM will not be liable in any instance for any unforeseen expenses incurred by Exhibitor due to the terms of the lease that NCTM has with the exhibit facility.

12. INSURANCE

Exhibitor agrees to procure and maintain adequate insurance coverage during the dates of the NCTM conference, including move-in and move-out days, and be prepared to furnish a certificate(s) of insurance to NCTM if requested. Exhibitor bears the risk of loss due to the inadequacy or failure of any insurance or any insurer, including any insurance that may be provided by Exhibitor, NCTM, or the Convention Center. NCTM shall not in any event be liable to Exhibitor for any damages.

13. EXHIBITOR BADGES

Appropriate badges will be furnished to Exhibitors and their employees by NCTM upon proper registration. Exhibitor badges give Exhibitors access to conference activities. Each company is entitled to 4 complimentary badges per contracted space. Additional badges are \$75 each.

14. TAX AND LICENSING

Exhibitors who choose to sell products or services assume full responsibility for securing licenses and collecting all applicable fees and taxes. Exhibitor will comply with all federal, state, and local laws as well as the rules and regulations of the host venue. Exhibitors will be liable for all obligations resulting from non-compliance and will indemnify and hold harmless NCTM from any and all costs and/or expenses (including counsel fees) involved in addressing or defending any matters arising in whole or in part from Exhibitor's sale of products or services.

15. SERVICE INFORMATION

All services customarily required by exhibitors will be available and must be obtained through the official service contractor. No other contractors will be permitted without prior written approval of NCTM. Complete shipping instructions and information regarding furniture, carpet rental, electrical work, labor and dismantling, drayage, etc. will be available to exhibitors in advance. A service desk will be maintained in the exhibit area.

16. VIOLATIONS

Any violation of these terms and conditions and/or the rules and regulations contained in the prospectus on the part of any Exhibitor will nullify Exhibitor's right to occupy space. Such Exhibitor will not be released from liability and will forfeit to NCTM all monies that have been paid. In case of any violation of the terms and conditions and/or the rules and regulations on the part of the Exhibitor, right is hereby given to the NCTM, at its option, to terminate the agreement to occupy space, and the NCTM may enter and take possession of the space occupied by the Exhibitor and remove all persons and goods at the Exhibitor's own risk.

17. AMENDMENT TO TERMS AND CONDITIONS

Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of NCTM. NCTM may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.