



INFO*FLEX 2012
 March 19-20, 2012
 Henry B. Gonzalez Convention Center
 San Antonio, Texas
EXHIBIT SPACE CONTRACT

Foundation of Flexographic Technical Association
 900 Marconi Avenue
 Ronkonkoma, NY 11779

Exhibitor desires to exhibit at INFO*FLEX, to be held on the above dates at the Henry B. Gonzalez Convention Center, San Antonio, Texas. Exhibitor agrees to purchase the following booth space.

	Size	Qty		Price US\$		Total Cost US\$*	Full Payment US\$	Booth Number(s) Requested
FTA-Member	Initial 10' x 10'		X	\$2,900.00	=			
FTA-Member	Each Additional 10' x 10'		X	\$2,700.00	=			

VISA MASTERCARD AMEX CHECK # _____
 Card # _____
 Expiration Date _____ CVC#* _____
 Name on Card _____
 Signature _____

*Enter the 3 digit code from the back of your Visa or MasterCard.. Enter the 4 digit code from the front of your American Express.

Initial 2/3 deposit will be charged to the credit card below when the contract is received. The final balance will be automatically charged on December 9, 2011 unless alternative payment method is received prior to this date.

EXHIBITOR	
Contact Person:	
Company:	
Address:	
Address:	
City:	
State/Province:	Zip/Postal Code:
Country:	
Tel:	Fax:
Email :	
Web Site:	

ALTERNATE CONTACT	
Contact Person:	
Address:	
City:	
State/Province	Zip/Postal Code:
Tel:	Fax:
E-mail:	

FOR OFFICE USE ONLY	
Booth No.(s): _____	
CID: _____	
Deposit Rcvd: _____	
Notes: _____	
By: _____	
Date: _____	
* Final cost subject to FTA Member status verification	

By signing this contract, the signatory represents and warrants that he/she has read and accepted the terms and conditions and is duly authorized to execute this binding contract on behalf of the exhibitor.

Signed: _____
 Date: _____
 Print Name/Title: _____

TERMS & CONDITIONS

DEFINED TERMS

The term "Event" means INFO*FLEX, currently scheduled to be held on March 19-20, 2012 (the "Event Dates") at the Henry B Gonzalez Convention Center, San Antonio, Texas (the "Exhibit Facility"). The Event is owned, produced, and managed by Foundation of Flexographic Technical Association (FFTA). As used hereinafter, the term "Organizer" means, collectively, Foundation of Flexographic Technical Association (FFTA), and each of [its/their respective] officers, directors, shareholders, agents, affiliates, representatives, employees and assignees, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by Foundation of Flexographic Technical Association (FFTA) in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of the Organizer.

SPACE ASSIGNMENTS

Exhibitors reserving booth space may select their own location(s); however, the Organizer reserves the right to allocate booth space at its sole discretion with due regards to grouping of Exhibitors and date upon which application for booth space was received. The decision of Organizer with respect to allocation of booth space will be final and binding upon all Exhibitors.

BOOTH PACKAGE

Each 10'x10' Booth Package includes the following:

1. 8' back drape and 3' side drape
2. One 6' x 2' draped & skirted table
3. Two chairs, one wastebasket
4. Sign with Exhibitor's company name and booth number
5. Two INFO*FLEX only registrations to be used for booth staff
6. One Full Forum Registration (includes all technical sessions, entrance to INFO*FLEX, one banquet ticket, and one social event ticket)

PAYMENTS

The exhibit space agreement must be accompanied by a 1/3 deposit. An additional 1/3 payment is due by August 1, 2011 and the remaining 1/3 is due no later than December 1, 2011. Booth space reserved after December 1, 2011 must include total exhibit space rental fee. Unless the scheduled deposits and/or payments are received on a timely basis, the Exhibitor's space may be cancelled and any deposits will not be refunded.

EXHIBIT HOURS

Monday, March 19, 2012 12:30 pm to 5:30 pm

Tuesday, March 20, 2012 1:30 pm to 5:30 pm

All booths must be staffed each day during show hours, with at least one representative of the exhibiting company in attendance at all times.

USE OF SPACE

The Exhibitor agrees not to assign, grant, or license the use of space, or any part allotted to Exhibitor, without written consent of Organizer in its sole discretion, nor to exhibit, advertise, nor offer for sale, goods or services other than that manufactured or sold by Exhibitor in the regular course of business.

INSURANCE

Exhibitors wishing to insure their materials, goods, and/or wares on display in the Exhibit against theft, damage by fire, accident, loss or liability of any kind, must do so at their own expense.

EXHIBIT GUIDELINES

Organizer asks each Exhibitor to recognize that the rights of other Exhibitors and the general appearance of the Show as a whole must take precedence over that of any individual Exhibitor.

1. Exhibitors are requested to take reasonable precautions to minimize the noise level of their exhibits. Organizer will exercise control over objectionable noise.
2. Exhibitors are permitted to set up free-standing or tabletop pop-up displays with lit signage. There is a 10' height limit on all displays, equipment, etc. All items displayed in Exhibitors' booth MUST be contained within the booth. Under no circumstances will an exhibitor be allowed to have items in the aisles or walkways. Exhibitors are not permitted to visually block neighboring booths.
3. Distribution of souvenirs and other novelties should bear some relationship to the industry. We do request that normal business ethics and social sensitivities be part of your planning.
4. Organizer will select an official decorator for Exhibitor services. The decorator will be selected based on services and ability to meet Exhibitor requirements. The Exhibitor Service Kit will contain information about the services provided.
5. Specific work rules are in force in the Exhibit Hall. Exhibitors shall abide by these rules for decorator service, electrical service, and erection of displays. Electrical and plumbing services must be performed by properly city-licensed personnel. Contractors employed by the official decorator will be available for the erection, assembly, dismantling, packing, and unpacking of displays. Only hand-carried supplies or materials may be brought into the show by Exhibitor's personnel. These guidelines are defined in the Exhibitor Service Kit.
6. No one under the age of 16 years old is permitted in the exhibit hall or technical sessions.

INSTALLATION/DISMANTLING

Installation of exhibits will begin as scheduled in the Exhibitor Service Kit. All exhibits must be completely installed by 11:00 am on March 19, 2012. Dismantling and removal will not begin before 5:30 pm on March 20, 2012.

EXHIBITOR SERVICE MANUAL

Approximately three months from the Event, Organizer will send an Exhibitor Service Kit to the contact listed on the front of this agreement. The Exhibitor Service Kit will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property, including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

INDEMNIFICATION

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Organizer), and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

LIMITATION OF LIABILITY

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to Foundation of Flexographic Technical Association by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

CANCELLATIONS

All cancellation requests must be in writing. Should an Exhibitor wish to cancel this Contract for exhibit space before August 1, 2011, the entire deposit will be refunded, less a US\$200.00 Administrative Fee per booth package. After August 1, 2011, one 1/3 deposit is non-refundable. After December 1, 2011, all deposits are non-refundable and the Exhibitor is responsible for full payment of the space rental under this Contract. Failure to appear at the Event does not release the Exhibitor from responsibility for payment of the full cost of the space rented.

CANCELLATION OF THE EVENT

If Organizer cancels the Event due to circumstances beyond its reasonable control (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), Organizer shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If Organizer changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but Organizer shall assign to Exhibitor, in lieu of the original space, such other space as Organizer deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If Organizer elects to cancel the Event other than for a reason previously described in this paragraph, Organizer shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to Organizer a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any promotional purpose.

GENERAL

All matters and questions not covered by these Rules and Regulations are subject to the decision of Organizer at its sole discretion. Rules and Regulations of the Exhibition as issued or amended by Organizer are hereby made an integral part of the Contract and of the agreement between Exhibitor and the Organizer for their reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the Contract. In the event attorney services are required to enforce the provisions of this Contract, with or without litigation, the Exhibitor is responsible for any and all attorney fees and costs. In any litigation arising out of this Contract, Suffolk County, New York, United States of America, shall be the sole proper venue for same. This Contract is governed by the laws of the State of New York in the United States of America. If any of the provisions of this Contract are deemed invalid or unenforceable, the remainder of the Contract shall not be affected. Contract must be signed, as is, with no alterations of any kind. Facsimile copies of this Contract, signed by the Exhibitor, shall be considered for all purposes as originals. Additional display rules and regulations are set forth in the Exhibitor Service Kit and are hereby incorporated by reference in this Contract.