

4th International Conference on Climate Change
May 16-18, 2010
Chicago, Illinois

Cosponsor Exhibitor Application/Contract

Contact name

Title

Company name

Address

City

State

Zip

Phone

Fax

Email

Booth location:

Please list your first three choices for booth location. Please refer to the enclosed floor plan.

1. _____ 2. _____ 3. _____

Included in your booth fee is two free registrations for booth staff & includes all meals and sessions.

1. _____

2. _____

Payment options:

Check enclosed in the amount of \$1000

OR

Charge to: American Express Visa MasterCard

Card number _____ Exp. Date _____

Signature _____

Please mail the entire form with deposit to:

Nikki Comerford
The Heartland Institute
19 S LaSalle Suite 903
Chicago, IL 60603

We agree to abide by all the rules and regulations governing the exposition as printed in the contract revisions insert and which are part of the application. Acceptance of the application by The Heartland Institute constitutes a contract.

Authorized signature _____ Date _____

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Contract Provisions

I. CONTRACT

The following rules and regulations become binding upon acceptance of this contract between the applicant (Exhibitor), its employees and agents, and The Heartland Institute and the Show Manager (Management), and any additions and amendments thereto that may thereafter be established or put into effect by the Management.

II. PAYMENTS & CANCELLATIONS

- A. 50 percent space deposit is due before exhibit space will be assigned.
- B. Payment in full for exhibit space is due no later than March 31, 2010, or Exhibitor risks forfeiting reserved space.
- C. Should an Exhibitor cancel from the show, the following shall apply: 1) Exhibitors who cancel between time of application and 60 days prior to show opening will receive a 50 percent refund in the event that all booth space is sold. This refund will be mailed approximately 30 days after the show closes. 2) Exhibitors who cancel fewer than 60 days prior to the opening of the show will receive no refund.
- D. No cancellation shall be acknowledged unless received by The Heartland Institute in writing. The date the notice of cancellation is received shall apply as the official date of cancellation.
- E. Upon notification of cancellation, The Heartland Institute has the right to resell the space vacated.
- F. Early breakdown before the close of the show will result in a \$100 penalty charge. In addition, the Exhibitor will forfeit 1) the opportunity to sign-up for the following year's conference under the early rate and 2) the opportunity to select booth space at future meetings (booth space assigned by Management instead of the Exhibitor).

III. SHIPPING/HANDLING AND RECEIPT OF FREIGHT

All materials should be shipped directly to the hotel. See included form for rates and shipping information..

IV. EXHIBIT STANDARDS

The Heartland Institute shall have the right to prohibit any exhibit or part of an exhibit that in their sole opinion is not suitable to or in keeping with the character or purpose of the Exhibition.

Questionable exhibits shall be modified at the request of The Heartland Institute

VI. SAFETY

- A. Fire regulations require all display material used for decoration to be flameproof. Any/all electrical equipment, including signs and lights, shall be in good operable condition and able to pass the inspection of the local Fire Underwriters Inspection Bureau. Each Exhibitor agrees to be knowledgeable and responsible regarding ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Exhibition.
- B. The use of flammable materials necessary to the purpose of the exhibit where no other alternative can be used must first be brought to the attention of the Show Manager, in writing, no fewer than 60 days before the Show's opening, for approval.

VII. USE OF EXHIBIT SPACE/PROMOTIONAL ITEMS POLICY

Exhibitors shall reflect their company's highest standard of professionalism while maintaining the booth during show hours. The booth must be maintained by at least one company

representative at all times during the Show's operation. All demonstrations and exhibits must be confined to the contracted space. No Exhibitor shall assign, sublet or share the whole or any part of their space.

- A. Due to various states' requirements, promotional items distributed at any conference, meeting or exhibition of The Heartland Institute should be limited to items of token value.

VIII. SECURITY/LIABILITIES/INSURANCE

- A. Security shall be furnished during the closed hours of the Exhibition. The furnishing of security shall not increase the liability of The Heartland Institute or The Marriott for which the Exhibition is being held.
- B. Neither The Heartland Institute nor The Marriott, the exhibit facility, their members, nor the representatives and/or the employees thereof shall be responsible for injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property, from any cause whatsoever, prior to, during or subsequent to the period covered by this application/contract.
- C. The Heartland Institute and The Marriott, its agents and employees will not be liable for failure to hold the Exhibition as scheduled. Payments for exhibit space will be returned in that event, except that any actual expenses incurred in connection with the Exhibition will be deducted if the Exhibition is called off 90 days or less prior to the opening date because of fire, or any act of God, or public enemy, war, or strike, or epidemic, or any law, or regulation, or public authority, which makes it impossible or impractical to hold the Exhibition.
- D. Exhibitors agree to maintain such insurance that will fully protect the Exhibition Management from any and all claims of any nature whatsoever, including claims under the Workman's Compensation Act, and for personal injury, including death that may arise in connection with the installation, operation or dismantling of the Exhibitor's display
- E. Damage to inadequately packed property is the Exhibitor's own responsibility. Damage to the facility housing the Exhibition, caused or done by the Exhibitor, shall be replaced or repaired by the Exhibitor. Additionally, the Exhibitor agrees to protect, save and hold harmless The Heartland Institute, Show Management, and the Convention Facility, of and from all loss, liability, and/or damage whatsoever, caused to the facility housing the Exhibition, or any part thereof, directly or indirectly.
- F. Exhibitors are advised to add on to their existing insurance a portal-to-portal rider at a nominal cost protecting them against the loss/damage to their materials by fire, theft, accident, etc.

IX. AMENDMENTS TO REGULATIONS

Any and all matters and questions not specifically covered by the articles in this contract shall be subject to the decision of Show Management. The aforementioned items covered by this contract may be amended at any time by the Management in the interest of the Exhibition and notice therefore shall be binding on Exhibitors equally with the foregoing set forth in this contract