



OFFICIAL EXHIBIT SPACE CONTRACT FOR DEMA SHOW 2019

November 13 -16, 2019 at the Orange County Convention Center in Orlando, FL

THIS IS A LEGALLY BINDING CONTRACT

The undersigned, being the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a Contract with the Diving Equipment and Marketing Association (hereinafter called "DEMA"), a California Non-Profit Corporation (FID #95-3105902), for exhibit space at **DEMA Show 2019 taking place November 13-16, 2019 at the Orange County Convention Center in Orlando, FL** (hereinafter, "Facility"). This contract is subject only to (1) the acceptance by counter signature of DEMA's Show management company, National Trade Productions, Inc. (hereinafter called "NTP") and (2) to such additional terms and conditions which constitute a part of, or are included in this contract, including but not limited to the rules and regulations outlined in the DEMA Show Exhibitor Services Manual and other documents pertaining to DEMA Show. Reservation of exhibit space by NTP on behalf of Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon DEMA. The Exhibitor further agrees that if, in the opinion of NTP, it becomes necessary to change the original location of space, such changes may be made by notification to the authorized representative of the Exhibitor. **DEMA Show is a trade-only event and is only open to industry-related companies. DEMA Show is NOT open to the general public nor consumers without trade credentials.**

SECTION 1: TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS

A. EXHIBIT SPACE RENTAL FEE: The rental fee for exhibit space is based on Exhibitor's 2019 DEMA Membership status, limits to Member discount allowance, and deposit payment date as follows:

- **\$19.95 (nineteen dollars and ninety-five cents) per qualifying square foot* for 2019 DEMA Members in good standing when all three of the following conditions are met:**

1. Exhibit space contract is submitted to NTP onsite at DEMA Show 2018 and no later than November 17, 2018 **AND**
2. The required 20% deposit (\$399 per 100 net square feet) is paid in full no later than January 28, 2019 **AND**
3. The 2019 DEMA Membership dues are paid in full no later than January 28, 2019.

*If all these conditions are not met exhibit space rate will automatically be changed to the rate of \$20.95 per qualifying square foot.**

- **\$20.95 (twenty dollars and ninety-five cents) per qualifying square foot* for 2019 DEMA Members in good standing when the 2019 DEMA Membership dues are paid in full no later than September 30, 2019. *Until dues are paid in-full, invoices will reflect the non-member rate.***
- **\$25.95 (twenty-five dollars and ninety-five cents) per square foot for all others, including Non-DEMA Member Exhibitors.**

***See GENERAL RULES AND RESTRICTIONS for limits on membership level exhibit space pricing. Please note: \$25.95 per square foot will be charged for all contracted exhibit spaces in excess of the qualifying membership level limit regardless of membership dues payment date or deposit payment date.**

B. Indicate exhibit space preferences by number below. Use the additional space below to list any additional requests regarding your location. If none of these preferences are available, an exhibit space location will be selected for Exhibitor at the sole discretion of NTP. Every effort will be made to accommodate Exhibitor requests, **but preferences cannot be guaranteed.**

EXHIBIT SPACE REQUEST #1:	#2:	#3:	#4:
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ADDITIONAL REQUESTS:

C. EXHIBIT SPACE SIZE:	feet	x	feet	Total Exhibit Space Area:	square feet
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D. PRODUCTS TO BE EXHIBITED:

SECTION 2: ACCEPTANCE AS BINDING CONTRACT FOR EXHIBITOR

Legal Company Name:		
Contact Name:	Job Title:	
Address:		
City:	State:	Zip/Postal Code:
Country:	Company URL:	
E-mail Address:	Phone (+Country Code):	

SECTION 3: ALL INVOICES SHOULD BE SENT TO: Check here if invoices should be sent to contact listed above in Section 2.

Legal Company Name:		
Contact Name:		
Address:		
City:	State:	
Zip/Postal Code:	Country:	
E-mail Address:	Phone (+Country Code):	Fax:

Please Initial: Exhibitor's Authorized Representative: NTP: _____

SECTION 4: LINK TO EXHIBITOR SERVICES MANUAL & EXHIBITOR COMPANION E-MAIL BLASTS SHOULD BE E-MAILED TO:

Contact Name: _____ **Phone (+Country Code):** _____

E-mail Address: _____

SECTION 5: PAYMENT DUE DATES AND TERMS

THE FOLLOWING PAYMENT LIABILITY DEADLINES APPLY:

• **FOR THOSE CONTRACTING AT SPACE SELECTION DURING DEMA SHOW 2018:**

- 20% of the total contracted exhibit space payment is due **January 28, 2019**.
- 60% of the total contracted exhibit space payment is due **March 25, 2019**.
- 100% of the total contracted exhibit space payment is due **June 3, 2019**.

• **FOR ALL OTHERS:**

- 20% of the total contracted exhibit space payment is due **upon signing of this contract.***
- 60% of the total contracted exhibit space payment is due **March 25, 2019.***
- 100% of the total contracted exhibit space payment is due **June 3, 2019.***

*If contracting space on or before March 25, 2019, 20% is due upon signing of this contract. If contracting space March 25-June 2, 2019, 60% is due upon signing of this contract. If contracting space on or after June 3, 2019, 100% is due upon signing of this contract.

- **FAILURE TO MAKE PAYMENT BY SAID PAYMENT DEADLINES DOES NOT RELEASE THE EXHIBITOR FROM CONTRACTUAL OR FINANCIAL OBLIGATION.** Exhibitors will be liable for any collection expenses, including reasonable Attorney's fees; "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor.

- **TO APPLY FOR SPACE:** Complete, sign and fax or email this contract to NTP at (703) 706-8234 or sales@demashow.com and send payment, along with signed ORIGINAL contract to: The Diving Equipment & Marketing Association, File #57175, Los Angeles, CA, 90074-7175. A copy of this contract will be returned to you upon acceptance and execution.

- **CANCELLATION: Exhibitor's space may be cancelled by DEMA for failure to pay balance when due.** In the event space is cancelled by DEMA, ALL PRIOR EXHIBITOR PAYMENTS WILL BE RETAINED AS LIQUIDATED DAMAGES and DEMA may lease such cancelled space to another exhibitor at its discretion. WRITTEN NOTICE OF EXHIBIT SPACE CHANGE OR CANCELLATION REQUEST ON COMPANY LETTERHEAD MUST BE RECEIVED BY NTP VIA CERTIFIED MAIL (please do not email) prior to each payment deadline for the exhibitor to avoid the financial liability in the form of liquidated damages associated with future payment deadlines. **Cancellation Schedule: 0% owed on or before January 27, 2019; 20% owed January 28, 2019 through March 24, 2019; 60% owed March 25, 2019 through June 2, 2019; and 100% owed on or after June 3, 2019**

SECTION 6: PAYMENT METHOD

- Payment Option #1 – Credit Card:** Go to <http://demashow.com/dema2019> and login with the company password found on your statement.
- Payment Option #2 – Check Enclosed:** U.S. Funds only drawn on U.S. bank, payable to DEMA and sent to the address listed in Section 5, Part D.
- Payment Option #3 – Wire Transfer:** **Amount must include all wire fees.** Wire to: Bank of America, Anaheim, CA, 92805, Account #02094-08763 ABA #0260-0959-3, Swift: BOFAUS6S. Please include your Company Name and Booth Number with your transfer information.

SECTION 7: ADDITIONAL CONTRACT TERMS

CONTRACT: This is a legally binding contract for exhibit space at DEMA Show 2019. Additional terms appear in the Exhibitor Services Manual, Seniority Space Selection Rules, and other documents for DEMA Show 2019.

CANCELLATION: The Exhibitor specifically recognizes and agrees that DEMA will sustain losses in the event the Exhibitor modifies (i.e. reduces) or cancels their exhibit space. In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those modifying or canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees that the amounts due upon modification (i.e. reduction) of exhibit size or cancellation are in the nature of liquidated damages, which are specifically designed to compensate DEMA for its losses and do not constitute a penalty. If an exhibitor should modify (i.e. reduce) space or cancel and owes a liability which is unpaid, they are subject to the following restrictions: Inability to exhibit at DEMA Show 2019; Inability for any person to register or attend DEMA Show 2019 under Exhibitor name; Inability to earn space selection ("seniority") points for DEMA Show 2019; Inability to select exhibit space at DEMA Show 2019 for DEMA Show 2020 until all paid exhibitors have selected exhibit space AND liability is fully paid; Inability to choose space or exhibit at any future DEMA Show beginning with 2019, until liability is fully paid; Assignment of Exhibitor account to a collections agent with resultant credit reporting; and Categorization as "Member Not In Good Standing." Categorization as such prevents the organization from voting in DEMA elections and prevents company representatives from running for the DEMA Board of Directors.

NO SHOW POLICY: If exhibit space is not occupied by Exhibitor as of 5:00 pm local Show venue time, November 12, 2019 in accordance with Show policy, NTP shall have the right to use the exhibit space. Re-letting by NTP of an Exhibitor's cancelled space shall not act to excuse Exhibitor from assessment.

SHOW HOURS: Show hours, listed in local venue time and subject to change, are as follows:

- Wednesday, November 13, 2019 10:00 am – 6:00 pm
- Thursday, November 14, 2019..... 10:00 am – 6:00 pm
- Friday, November 15, 2019..... 10:00 am – 6:00 pm
- Saturday, November 16, 2019 10:00 am – 5:00 pm

ADMISSION AND AGE LIMITS: All persons visiting DEMA Show will be admitted according to the rules and regulations of DEMA Show as issued or amended by the authorized representative of NTP. **No person under 16, including infants, will be permitted to enter the DEMA Show exhibit halls during move-in, move-out and Show hours.**

Please Initial: Exhibitor's Authorized Representative: _____ NTP: _____

LIABILITY AND INSURANCE: DEMA, NTP and the Facility shall not be held liable for and are released from liability for any claims or loss to the person or property of the Exhibitor, its officers, agents, employees or other representatives resulting from any cause. In no event shall DEMA, NTP, and the Facility and any of their agents, representatives, and employees be liable for any consequential or special damages. Exhibitor agrees the liability of DEMA, NTP and the Facility regardless of the form of action, shall be limited to exhibit fees paid under this Agreement. The Exhibitor shall indemnify and save harmless DEMA, NTP and the Facility and their agents, representatives, and employees for claims, liability, and costs connected with negligence by Exhibitor. Exhibitors and their agents shall maintain Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate naming as Additional Insureds DEMA, NTP, the Facility and their agents, representatives, and employees. Exhibitors and their agents shall maintain Worker's Compensation insurance.

ARRANGEMENT OF EXHIBITS: Standard exhibit space back and side drape, standard carpeting and a uniform two-line sign are provided without additional charge. All other furnishings, equipment, etc., will be provided by Exhibitor at their own expense and responsibility (they may, at Exhibitor's discretion, be obtained through the official Show suppliers). Exhibit space back drape is eight feet in height and side drapes are three feet in height. In the areas five feet forward from the rear background of each exhibit space, display materials may be placed up to a height not exceeding eight feet from the building floor. In any portion of the exhibit space beyond five feet from the rear background of the exhibit space, all parts of the exhibit shall be placed not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. Hanging signs are ONLY permitted in island-type exhibit spaces with a minimum of 400 square feet and peninsula-type exhibit spaces with a minimum of 400 square feet. For complete details regarding booth and banner limitations refer to the DEMA Show Exhibitor Rules and Regulations. All exhibit spaces must remain carpeted (standard carpeting is included with exhibit space rental fee). Any deviation from the above regulations as well as those listed in the DEMA Show Exhibitor Rules and Regulations must be submitted to NTP for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the sole discretion of Show Management, will be prohibited. All demonstrations and exhibits must be confined to the exhibit space. **No exhibitor, with the exception of pre-approved Pavilion coordinators, shall assign, sublet, or share the whole or any part of the exhibit space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in said exhibit space without the written consent of NTP.** Exhibitor agrees that any accident or injury within the exhibit space due to the Exhibitor's exhibit design or display execution is the sole responsibility of Exhibitor and hereby agrees to indemnify and hold NTP and/or DEMA harmless from any action brought against NTP and/or DEMA for such injury or accident.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements for work involving installation and dismantling of exhibit.

AMERICANS WITH DISABILITIES ACT (hereinafter "ADA"): Exhibitor acknowledges its responsibilities under the ADA to make their exhibits accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless DEMA, NTP and Facility against cost, expense, liability or damage that may be incident to, arise out of or be caused by Exhibitor's failure to have their exhibit space comply with requirements under the ADA.

DATA STORAGE AND USE POLICY: For details regarding DEMA's data storage and use policy, please visit our website at DEMA.org/page/Privacy.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by Exhibitor that the Rules and Regulations of the Exhibit as issued or amended by DEMA and NTP are hereby made an integral part of the Contract and of the agreement between Exhibitor and NTP for this reference and are to the same extent and effect as if said Rules and Regulations were set forth in full in this contract. Exhibitor agrees to abide by the Exhibitor Rules and Regulations, which are made part of this Agreement, by reference and fully incorporated herein, the Exhibitor Services Manual, the Exhibit Display Regulations, and such additional rules and regulations as may be adopted by DEMA and/or NTP. In the interest and spirit of DEMA Show, Exhibitors expressly agree that neither they nor their representative shall serve process to others during the course of DEMA Show, to include the Show floor, Exhibitor or DEMA Show sponsored seminar spaces, and any DEMA Show convention facility or DEMA Show hotel block properties.

GENERAL RULES AND RESTRICTIONS:

- DEMA reserves the right to determine exhibitor eligibility for DEMA Show. Companies deemed ineligible will not be allowed to exhibit.
- The quantity of available Member-priced net square feet of exhibit space as described in Section 1 is limited by annual dues they Exhibitor elected to pay for DEMA Membership. Paid 2019 Member-priced exhibit space is available as follows:

Annual Dues Level	Maximum Net Square Feet (NSF) of Exhibit Space Allowed at Member Price
\$200	200 NSF
\$525	600 NSF
\$2525	Unlimited NSF

- Qualified non-profit organizations may contract for a maximum of 200 NSF at the non-profit rate of \$5.00 per square foot when they become a DEMA Member for the year during which they are exhibiting. **This is a DEMA Member-only rate for qualified non-profit organizations only, limited to 200 NSF.** Non-profit organizations desiring additional space may contract for said additional space at the applicable published for-profit company rate based on the non-profit company's DEMA membership status, dues level and exhibit spaces permitted at the applicable Member rate.
- Exhibitors must confine their activities to the area within their contracted exhibit space and must follow all Show rules and regulations.
- Exhibitors will neither be permitted to use "strolling" entertainment outside of exhibit space nor to distribute samples, literature or souvenirs except from their own exhibit space.
- Exhibitor is prohibited from using amplifying equipment and sound levels objectionable at the sole discretion of NTP and DEMA.
- Exhibitors using music in their exhibit space, either live or mechanical, must provide NTP with a copy of Exhibitor's licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold NTP and/or DEMA harmless from any action brought against NTP and/or DEMA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors who use costumed models or mannequins should be sure that their manner of appearance and dress is such as to not offend even the most critical. Models must remain within the confines of the Exhibitor's exhibit space.
- Draping materials and other decorative materials must be flameproof and comply with all state and local regulations.
- NTP reserves the right to require modification of questionable exhibits at their sole discretion.

Please Initial: Exhibitor's Authorized Representative: _____ NTP: _____

- "Cash and Carry" and retail sales are discouraged but not prohibited. Exhibitors conducting retail sales at DEMA Show must obtain the proper permit and abide by state laws pertaining to tax collection and reporting.
- Exhibitors holding hospitality functions within their exhibit space must obtain clearance from NTP prior to announcement and conduct of such functions.
- Exhibitors may not schedule events, tours, or transportation for attendees that will conflict with official DEMA Show events.
- No alcoholic beverages may be served in an exhibit space without written permission from NTP and the Exhibitor must provide an insurance certification for liquor liability that names DEMA and NTP as additional insured.
- Exhibitors that disassemble their exhibit prior to closing on the last day of the Show are subject to penalty that may include loss of seniority points.
- Exhibitors found to be in violation of Show rules are subject to penalty that may include loss of seniority points and loss of rank for future Show space selection.
- Exhibitors requesting modifications to their exhibit space (downgrade, upgrade, etc.) may need to be relocated. Relocation of modified exhibit space is at the discretion of NTP/DEMA.
- Exhibitors may utilize appropriate scanning devices to obtain data on attendees visiting their exhibit during DEMA Show. Attendee lists may be purchased from DEMA by following the approved procedure found online at DEMA.org.
- Exhibitor understands and agrees that Membership in DEMA does not grant the right of employees or owners to exhibit or attend DEMA Show, which requires a separate application, contract, and payment.

EXHIBITOR SALES LEAD MANAGEMENT SERVICES: The DEMA Show 2019 registration Services Provider, CompuSystems, Inc. ("CSI") has the exclusive right to distribute registration data for use in Exhibitor Sales Lead Management Services. Exhibitor may only purchase a license to use the registration data for such services for the event from CSI and from no other entity. If Exhibitor uses a Third Party Vendor for Exhibitor Sales Lead Management Services, Exhibitor and/or the Vendor will be required to purchase a license from CSI for the use of the registration data for this purpose. Exhibitor will transmit to CSI a request for data only when it results from a non-exhibitor sales prospect engaging the Exhibitor during the event. Neither the Exhibitor nor the Third Party will transmit to CSI a request for data that originates, directly or indirectly, from another entity.

EXHIBIT SPACE FURNITURE, LABOR AND MATERIAL HANDLING: When notified, Exhibitors are encouraged to forward prepaid shipments directly to the official general services contractor's warehouse at the address given in the Exhibitor Services Manual along with the name of the Show and the Exhibitor, and exhibit space number. A copy of the bill of lading should also be forwarded to the general services contractor. Schedule of prices and applications for furniture rental and labor services will be made accessible to Exhibitors well in advance of Show time. Orders for utility services may have advance order deadlines that must be adhered to by Exhibitors in order to ensure installation prior to Show opening. Special forms, showing rates and/or other basis of charges will be made accessible to Exhibitors in advance of Show time.

HANDLING AND STORAGE: Facility will not accept or store exhibit materials or empty crates. Exhibitor will make its own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from DEMA Show's official general services contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibit space. Crates and cartons can be stored by the official general services contractor and returned to the exhibit space promptly at the end of DEMA Show as part of the handling contract.

COMPLIANCE/EXPULSION OF EXHIBITOR: Exhibitor agrees to comply with these Rules and Regulations and with those of the Facility and with all federal, state, and local laws governing Exhibitor's participation in DEMA Show; and Exhibitor agrees that no aspect of its participation in DEMA Show will infringe the rights of any third parties, which includes, but is not limited to copyright, trademark and patent issues. NTP and DEMA reserve the right to remove any participant or Exhibitor from DEMA Show, without refund, if in NTP's or DEMA's discretion any provisions of this Agreement have been violated.

COPYRIGHTS, TRADEMARKS AND PATENTS: Exhibitor represents and warrants that no infringement of trademark, copyright or patent shall occur at DEMA Show. NTP/DEMA reserve the right to decide if, in their opinion, an infringement may occur and what remedy is appropriate in those circumstances. Exhibitor indemnifies and holds DEMA and NTP harmless for any litigation costs and judgments arising from any infringement of patent, trademark, copyright, and any product liability alleged to be committed by the Exhibitor during DEMA Show. Exhibitor agrees to all rules regarding issue of summons contained in the Exhibitor Services Manual. Exhibitor agrees to pay for any legal services incurred by DEMA due to any violation of these summons rules.

GOVERNING LAW: The provisions of this Agreement, and all rights and obligations of the parties herein shall be governed and construed in accordance with the laws of the State of California, USA. Exhibitor consents to jurisdiction in the State of California in the event of contract dispute.

THIS IS A LEGALLY BINDING CONTRACT. THE INDIVIDUAL SIGNING THIS CONTRACT BELOW REPRESENTS AND WARRANTS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS BINDING CONTRACT ON BEHALF OF THE ABOVE NAMED EXHIBITOR AND AGREES TO THE TERMS CONTAINED HEREIN. PLEASE NOTE ALL CONDITIONS, RULES AND RESTRICTIONS PRIOR TO SIGNING.

Signature of Exhibitor's
Authorized Representative:

Date:

Printed Name:

Title:

FOR USE BY NATIONAL TRADE PRODUCTIONS, INC. ONLY:

Exposition Assigned: **DEMA19** Magnet Exhibitor Zone A Magnet Exhibitor Zone B Magnet Exhibitor Zone C Non-Profit

Total Square Feet: Exhibit Space #(s) Assigned: DEMA Member #

Accepted for NTP:

Date:

A/E Code: