



# EXHIBIT SPACE CONTRACT

## San Diego Convention Center San Diego, California March 2 - 4, 2010

Produced by Infrastructure Resources, LLC: 10740 Lyndale Ave. S., Suite 15W, Bloomington, MN 55420 (Phone: 952-746-2301 – Fax: 952-703-7022)

### Company Information

Company Name: \_\_\_\_\_  
 Name to be listed as in program and in booth: \_\_\_\_\_  
 Shipping Address (no PO Boxes): \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
 City, State Zip: \_\_\_\_\_ City, State Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_ Website: \_\_\_\_\_  
 List products/services that will be represented in your display area: \_\_\_\_\_

### Exhibit Space

<u>Exhibit Space</u>	<u>Quantity</u>	<u>Cost</u> (US Funds)	<u>Amount Due</u>	<u>Deposit</u>
10' x 10'	_____	\$2,050	\$ _____	\$ 500
10' x 20'	_____	\$3,600	\$ _____	\$ 900
20' x 20'	_____	\$6,700	\$ _____	\$1,200
Booth Pkg A (6' draped table, 2 chairs, wastebasket)	_____	\$ 95	\$ _____	None
Booth Pkg B (Carpet, 6' draped table, 2 chairs, wastebasket)	_____	\$ 150	\$ _____	None
<b>TOTALS</b>			<b>\$ _____</b>	<b>\$ _____</b>

Preferred Booth(s) 1st choice \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

### Additional Options

Several sponsorship and advertising opportunities are available including banner ads. Contact David Stark at 866-279-7755, Email: [Dave@emailir.com](mailto:Dave@emailir.com) or visit [www.ExcavationSafetyOnline.com](http://www.ExcavationSafetyOnline.com).

### Terms and Conditions

Deposits are due with contract and remaining balance due on or before January 8, 2010. After January 8, total amount is due with contract.

### Payment Information (US Funds)

Charge credit card below       Send me an invoice

#### Credit Card Payment – Visa, Master Card, Discover & American Express (circle card type)

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Name: \_\_\_\_\_ Cardholder Signature: \_\_\_\_\_  
 Address associated with credit card: \_\_\_\_\_

#### Make Checks Payable to:

**Infrastructure Resources, LLC**  
 10740 Lyndale Ave. S., Suite 15W  
 Bloomington, MN 55420  
 Phone: 866-279-7755 Fax: 952-703-7022

- Balance due on or before January 8, 2010. Balances not paid in full by due date are subject to booth cancellation or reassignment.
- Exhibitors are required to provide a certificate of insurance. See back of contract for insurance limits.

**ALL PAYMENTS ARE NON-REFUNDABLE.** Infrastructure Resources, LLC (IR) reserves the right to cancel and reassign exhibit space if payments are not made by the respective due dates. If exhibit space is cancelled, IR retains the right to all previously paid money. Application for exhibit space at the CGA Excavation Safety Conference & Expo indicates the applicant's willingness to abide by all accompanying terms and conditions set forth in the Exhibitor's Manual. These terms and conditions are an integral part of this agreement which represents a binding commitment for you to exhibit at this show and for us to provide exhibit space. If you fail to abide by any provisions of this agreement, IR may suspend your rights to exhibit and seek damages for breach of this agreement. We agree to abide by all rules and regulations printed on the reverse side.

Signature \_\_\_\_\_ Date \_\_\_\_\_



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### ***Regulations***

- Demonstrations must be confined to designated demonstration areas only.
- Demonstrations must be approved by Infrastructure Resources, LLC (IR) prior to the event.
- Reserved space is for exclusive use of client.
- No brokering or subletting of space permitted.
- Exhibitor's booth will be open and fully staffed during all official exposition hours. Displays will not be dismantled prior to the official show close.
- Exhibitor shall not erect any exhibit or other structure that exceeds the Exhibitor's lot dimensions.

### ***Booth Assignment***

Management will attempt to make booth assignments in keeping with Exhibitor's requests set forth on the front of this contract. However, management reserves the right to make the final determination of all space assignments. Management shall have no liability for its failure or inability to comply with exhibitor's requests, and exhibitor shall have no right to cancel this contract because of management's failure to comply with exhibitor's requests.

### ***Show Specifications***

Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All applicable taxes and license fees due from sales at the CGA Excavation Safety Conference & Expo will be the sole responsibility of the Exhibitor. This includes sale, real estate, state, city, county and federal taxes. Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health.

The Exhibitor shall not become an agent of IR or have the authority to bind IR in any manner by reason of this contract. This contract is not to be construed as a partnership, but only as a lease to be paid for on a rental basis. The Exhibitor agrees that IR shall not be held liable for any salaries of any employees of the Exhibitor, or for any expenses incurred by the Exhibitor, or for any debt contracted by the Exhibitor.

The parties agree that it is foreseeable that the Exhibition in part or in its entirety may be canceled due to inclement weather, Acts of God, or other acts or occurrences beyond IR's control. The parties further agree that IR shall in no way be deemed to have guaranteed the performance of the Exhibition. Therefore, the Exhibitor agrees that in the event the Exhibition is canceled by reason of inclement weather, acts of God, strike, lockouts, acts of the elements, or other acts of occurrences beyond IR's control, the Exhibitor shall not have any right of claim for refund against IR for money paid by the Exhibitor to Infrastructure Resources, LLC pursuant to this contract.

The Exhibitor assumes full responsibility for property damages, personal injury, or death to any party arising from or connected with Exhibitor's participation in the show and Exhibitor agrees to defend, indemnify and hold harmless IR and its agents and employees from all liability which might ensue from any act of God, negligence, product liability, or other cause whatsoever, arising out of or incident to Exhibitor's participation in the show and not attributed to IR. Each Exhibitor must safeguard his goods, materials, equipment and display at all times and wherever the same may be located within, on, or about the premises. General overall watchmen will be employed by IR for the period of the show, but IR will not be responsible for property damage or loss, by or for any cause, and Exhibitor hereby waves any right to claim liability against IR for the same.

### ***Insurance***

Each Exhibitor is required to provide a certificate of Public Liability Insurance (naming CGA Excavation Safety Conference & Expo and Infrastructure Resources, LLC as coinsured therein) either a split limit in the amount of \$500,000 for injury to each person and \$1,000,000 for each occurrence and \$250,000 property damage or a combined single limit of \$500,000 to protect against claims arising out of the operation of its exhibit. The Exhibitor, upon signing this contract, expressly releases the CGA Excavation Safety Conference & Expo & IR from, and agrees to indemnify them against, any and all claims for loss, damage or injury to Exhibitor's exhibit, itself, or its employees not caused by IR negligence. Any damage to the premises through carelessness or otherwise by the Exhibitor or its employees must be paid for by the exhibitor.

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