

# SUPPLIERS EXHIBIT SPACE CONTRACT

square feet of exhibit space at CastExpo 2019 to be held at the Georgia World Congress Center, Atlanta, GA, April 27-30, 2019. Exhibit space price is \$32.00 per square foot or \$27.00 per square foot for Corporate Members of the American Foundry Society. Information to appear on official website and published in official program: \_\_\_\_\_ Corp. Member #: \_\_\_\_\_ Address: \_\_\_\_\_\_ State/Prov.: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_ \_\_\_\_\_ Website: \_\_\_\_\_ \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_\_ Title: \_\_\_\_\_\_ Email: \_\_\_\_\_ Contact: Exhibit space requirements It is essential that Show Management know as many details as possible regarding the contents of your Exhibit when making space assignments feet depth and feet frontage (minimum 10'x10'). Products/services to be displayed: \_\_\_\_\_ Anticipated weight of machinery: \_\_\_\_\_ Special considerations: Area of preference (Booths may be combined to create desired size space. End cap booths less than 400 sq. ft. are not permitted.) 1st choice: \_\_\_\_\_\_ 2nd choice: \_\_\_\_\_\_ 3rd choice: \_\_\_\_\_\_ 4th choice: \_\_\_\_\_ If possible, please do not locate our exhibit near these competitors: To be considered equally with other applicants for space assignments, your application along with a \$1,000 non-refundable deposit must be sent to AFS. All space will be assigned on the basis of the date the application and deposit are received. We have read the rules and regulations and agree to abide by the terms therein or additional rules deemed necessary by Show Management. \_\_\_\_\_ Title: \_\_\_\_ Authorized by: \_\_\_ Date: \_\_\_\_\_ Signature: Payment: (must accompany application) ☐ Check enclosed—Payable to American Foundry Society Total payment amount: \$\_\_\_\_\_\_(\$1,000 deposit required) Credit card type: ☐ American Express ☐ MasterCard ☐ Visa Account #: \_\_\_\_ \_\_\_\_\_ CVC (Security Code): \_\_\_\_ Cardholder's name: \_\_\_\_\_ Signature (required): \_\_\_\_ **Electronic Payment Information** ACH: Routing (ACH/EFT): 071000013 Account Name: American Foundry Society Swift Code: CHASUS33 Bank Name: JP Morgan Chase Bank NA Wire: Routing Wire: 021000021 Sort Code/IBAN: fw0210000215330333377 Bank Address: 10 S. Dearborn St. Account Number: 5330333377 Chicago, IL 60603-2003 USA Administrative Contact: (if different from above) Contact: Address: State/Prov. \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_ City: \_\_\_ Date Contract Rec'd: \_\_\_\_\_\_ Sq Ft: \_\_\_\_\_\_ Booth#(s): \_\_\_\_\_ For Show Use Only: Date Assigned: Pymt Type: Date: Amount: \$ ExpoCad 
FloorPlan

> Return space contract with deposit to: American Foundry Society, CastExpo 2019 1695 N. Penny Lane, Schaumburg, IL 60173-4555 Fax: 847-824-7848, Email: exhibits@castexpo.com (Keep a copy for your records.)

The American Foundry Society, Inc., hereinafter called the Lessor and the exhibiting company, hereinafter called the Exhibitor, contract for exhibit space at CastExpo 2019 sponsored by the American Foundry Society Inc. to be held at the Georgia World Congress Center, Atlanta, GA, April 27-30, 2019.

WITNESSETH: That said Lessors, in consideration of the mutual covenants herein set forth, and the faithful performance thereof by the Exhibitor, hereby grants the Exhibitor the right to the use of assigned exhibit space to be equipped by the Lessor, as provided by the Exposition Regulations. Said premises to be used by the Exhibitor and no other, to wit: From 8:00 a.m. Tuesday, April 23, 2019 until 12:00 noon Friday, May 3, 2019. Goods not removed by this hour will be removed and stored by the Lessor at Exhibitor's own risk and expense.

This agreement is made and entered into upon the following terms and conditions, which are mutually agreed to by both parties:

# 1. AGREEMENT

Exposition Rules and Regulations shall be and are hereby made a part of this agreement. These Rules and Regulations have been drawn with the single objective of producing a successful Show, both for Exhibitors and the public. The Exhibitor agrees to the terms of this Contract and acknowledges that in emergencies and wherever the foregoing rules do not cover, Show Management reserves the right to have full power in the interpretation and enforcement of all Contract regulations contained herein, and the power to make such amendments thereto, and such further Rules and Regulations as shall be considered necessary for proper conduct of the exhibition.

#### 2. COMPLIANCE

The Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations, and codes of duly authorized local, State, and Federal governing bodies concerning fire, safety and health, together with the Rules and Regulations of the operators and/or owners of the property wherein the Exposition is held.

If for any reason Exhibitor does not occupy space contracted for, or fails to comply in any other respect with the terms of this agreement, the Lessor shall have the right, without notice to the Exhibitor, to sell such space or any part thereof and credit the amount received toward any unpaid balance owing on the Exhibitor's contract price.

### 3. PAYMENT FOR SPACE

The cost of space hereby leased shall be charged at \$32.00 per square foot or \$27.00 per square foot for American Foundry Society corporate members.

50% of total space cost (less initial \$1,000 required deposit) is to be made within 30 days of notice of booth space assignment and the final 50% is due on or before January 4, 2019.

In the event that the Exhibitor fails to make payment per the terms of the agreement, Lessor may cancel any space assignment at its option and without prior notice to Exhibitor, and Lessor may reassign such space.

NO REFUNDS WILL BE MADE ON CANCELLATIONS RECEIVED AFTER NOVEMBER 1, 2018. THE \$1,000 INITIAL DEPOSIT IS NOT REFUNDABLE AT ANY TIME.

Any notice of cancellation or space reduction must be in writing. All payments are non-refundable after November 1, 2018 and may not be applied to other services. Payments due after notice of space reduction is received shall be reduced accordingly, however, all other payments shall remain subject to cancellation policy and Show Management reserves the right to relocate the Exhibitor in the best interest of the show.

#### 4. SPACE ASSIGNMENT

The American Foundry Society, Inc. will make assignments of space guided, insofar as practicable, by expressed requirements and preferences of Exhibitors, but reserves the right to change Official Floor Plans and to assign or reassign Exhibitors for the best interest of the Exposition as a whole.

Exhibit space is assigned based on seniority, exhibit requirements, corporate membership, advertising, and date and time of contract and deposit received. No exhibit space will be assigned until deposit is received.

Lessors reserve the right to request modification or relocate or remove any Exhibit that is offensive or objectionable, that does not conform to exhibit specifications without approval, or that in Lessors' sole opinion, detracts from the character of the Exposition. Exhibitor shall make all reasonable changes to the exhibit requested by Lessors at Exhibitor's sole expense.

If Exhibitor's space is modified, relocated or removed for any reason, Lessors shall not be required to refund any payment or to reimburse Exhibitor for any cost or expense incurred.

## DAMAGE, LOSS OR THEFT

The American Foundry Society, Inc. shall not be liable for loss or damage to property of the Exhibitor, their agents or employees by theft, fire, accident or other cause. Exhibitor further indemnifies and holds harmless the Lessors, their agents and representative for any damage or injury to persons or property from any cause by reason of use or occupancy of exhibit space or participation in CastExpo 2019.

#### 6. SHOW CONTRACTORS

In all cases where an official contractor or contractors have been designated by Show Management to perform services for the Exhibitors, and the Exhibitor desires to contract for said services with any other contractor, Exhibitor must advise Show Management 60 days in advance of the installation in writing, and secure written permission for said contractor to work in the exhibit hall. Show Management will control all contractors. Insurance forms provided by display builder must accompany this request.

## 7. CANCELLATION

Should the Exposition be canceled due to events beyond the control of the Lessor, including but not limited to acts of God, war, including armed conflict, strikes or labor disputes, disease (examples: SARS, Bird flu, Legionnaires), government regulation or advisory (travel bans), destruction of exhibit facility, civil disturbance, terrorist attacks or threats of terrorism in the city which the event is located, natural diasters, curtailment of transportation either in the city or in the countries/states of origin of the attendees, which prevents at least 40% of the attendees from arriving for the first scheduled day of the event or any other cause beyond the lessors control, make it impracticable, illegal, or impossible to perform as originally contracted under this Agreement, the Lessor may terminate this Agreement, without liability, except to refund monies received less a pro rated share of Exposition expenses incurred, upon written notice.

Should Lessor elect to cancel the Exposition, Lessor's liability to Exhibitor shall be the refund of any payments for booth space received. Lessor shall not be liable for any consequential damages which may arise from such cancellation.