



BOOTH RENTAL CONTRACT

ISA ANNUAL INTERNATIONAL CONFERENCE & TRADE SHOW

15–17 December, 2020 • Albuquerque Convention Center • Albuquerque, New Mexico
 Move-In: 14–15 December; Show Open: 15–17 December; Move-Out: 17 December
isa-arbor.com/Events/Annual-Conference

Instructions: Type or print this application. Complete all sections. Sign and return the original, 4-page application. Return completed contract to Email: jscarroll@isa-arbor.com. An invoice for the full payment will be emailed with payment terms of net 30 days. Upon assignment of space by Show Management, a booth space confirmation will be emailed to you. ***This form is for booth rental only. Badge registration will be done separately.*** **Questions:** Contact a member of the Trade Show team: Jessica Carroll (jscarroll@isa-arbor.com or tradeshow@isa-arbor.com).

Step 1: Organization Information (to be published)

Organization Name			
Mailing Address			
City, State, Zip		Country	
Web Address		Email Address	
Telephone		Facsimile	

Step 2: Contact Information (the person responsible for managing the arrangements for the booth)

Contact Person			
Email			
Telephone		Facsimile	

Step 3: Exhibit Space Rental

OPTION 1 >>> Inline Booth Rental

BOOTH SIZE (minimum size: 10' x 10' or 100 sqft)		Early Rate*	Standard Rate*		TOTAL
_____ ' x _____ ' = _____ sqft.	x	US \$17.50/sqft	US \$19.00/sqft	=	
Corner Location Premium	corner(s) x	US \$100/corner	US \$125/corner	=	
> Upgrade your ISA Trade Show experience to Featured Exhibitor:			US \$300	=	
Booth Choices	1st	2nd	3rd	4th	TOTAL

OPTION 2 >>> Bulk Space Rental

BOOTH SIZE (minimum size: 20' x 20' or 400 sqft)		Early Rate*	Standard Rate*		TOTAL
_____ ' x _____ ' = _____ sqft.		US \$16.00/sqft	US \$17.50/sqft	=	
> Upgrade your ISA Trade Show experience to Featured Exhibitor:			US \$300	=	
Booth Choices	1st	2nd	3rd	4th	TOTAL

* Early rate valid through 30 June. All prices are quoted in US Dollars. Non-profit rates are available. Contact the ISA trade show team for details.

Step 4: Payment Terms & Invoicing Preference

An invoice will be emailed to the exhibitor for the full rental fee. Please select your preference below. Payment term on the invoice is net 30 days. Any balance is due by 30 September, 2020. Cancellation policy is noted in the General Rules & Regulations.

Invoicing Preference ☐ Invoice company for 50% payment of booth rental fee. ☐ Invoice company for full payment of booth rental fee.

Step 5: Signature

We agree to abide by all rules and regulations governing the trade show as printed on the following pages hereof and which are a part of this application. Acceptance of this application by Show Management constitutes a contract.

Authorized Signature, Title _____

Date _____

To view the current map and available trade show space visit: <https://s15.a2zinc.net/clients/ISArboriculture/ISA2020/Public/EventMap.aspx>

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General Rules & Regulations—page 1

These rules and regulations are a bona fide part of the contract for exhibit space with the International Society of Arboriculture, hereinafter referred to as ISA and Show Management, the Show's owner and sponsor, for the International Conference and Trade Show. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations, and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. ISA reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. Show Management's decision and interpretation shall be accepted as final in all cases.

1. PAYMENT AND REFUNDS. Applications submitted prior to 30 September 2020, must be followed by a deposit equal to at least 50% of the total space rental charges. Applications received without such payment made within net 30 days will lose any space assignment made. The balance of the space rental charge will become due and payable on 30 September 2020. Applications submitted after 30 September 2020, must be accompanied by payment IN FULL of the space rental charges. Applications received without such payment will not be processed nor will space assignments be made. **CANCELLATION POLICY:** All cancellations must be made in writing to the ISA. Cancellation fees will apply if entire space is released or if a portion of originally contracted space is released. **30 September 2020: A fee equal to 25% of the canceled exhibit rental fee will be incurred. Between 1 August and 30 September 2020: 50% of the canceled space's rental fee will be forfeited. After 30 September 2020: Exhibitor will be liable for the entire rental fee of the canceled space.** Please see additional cancellation policy below. It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved. In case the exposition shall not be held for any reason whatsoever, then and thereupon, the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorata amount already paid for space for this specific event. **COVID-19 CANCELLATION AND REFUND POLICY:** Should ISA determine at any time prior to the Annual Conference start that it will not be feasible and/or in the best health and safety interests of all parties to conduct the ISA Conference, specifically related to the COVID-19 coronavirus (or mutated versions thereof), ISA will notify Exhibitor of its decision to cancel or postpone the Annual Conference. In that situation, ISA will reimburse all fees paid to ISA, including any deposits, less a \$100 administrative fee. If ISA determines that it is both feasible and in the interests of all parties to proceed with the Annual Conference, but exhibitor is materially impaired from participating, then ISA will reimburse exhibitor all fees paid, less a \$100 administrative fee. Material impairment is understood by ISA and exhibitor to mean any federal, state, or municipal directive issued and in effect within 60 days of the start of the Annual Conference that either: A) Restricts exhibitor's normal business operations and/or its staff's mobility where exhibitor's principal offices are located B) Requires exhibitor's staff to shelter in place and/or work remotely C) Suspends or restricts air, rail, and/or automobile travel from the point or origin to the Annual Conference.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

3. USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only products and/or services or dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

4. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for representation in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children under sixteen (16) years of age will not be admitted to the exhibit halls during move-in and move-out.

5. INSTALLATION AND REMOVAL. Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition. Any space not claimed and occupied within two hours of the opening of the Show may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

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6. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an Official Exhibitors Kit from the General Service Contractor. The General Service Contractor has exclusive rights on providing standard equipment and carpet. The Exhibitors Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitors Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitors Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibitor Plan Review. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

7. OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called “barkers” or “pitchmen” is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. *Contests, Drawings & Lotteries:* All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition. *Direct Sales:* Selling and taking orders are permitted, provided all transactions are conducted in a professional manner. Products for sale must be the exhibitor’s own marketed products and must be pertinent to the attendees’ professional interests. The ISA reserves the right to restrict sales activities that it deems inappropriate or unprofessional. *Literature Distribution:* All demonstrations or other activities must be confined to the limits of the exhibitor’s booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited. *Live Animals:* Live animals are prohibited. *Sales:* All sales transacted at the Show must be accompanied by a receipt. *Sound:* Microphones are not permitted. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

8. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor’s space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Butane or bottled gas is not permitted. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor’s expense. Exhibitors must comply with City and State fire regulations. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations.

9. STORAGE OF PACKING CRATES AND BOXES. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor’s responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as “empty.” Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor’s expense. Exhibitors will be billed by Show Management for removal time and materials at prevailing rates.

10. SOCIAL ACTIVITIES. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

11. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter “Act”) to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless the ISA, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor’s failure to comply with the Act.

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12. LIABILITY AND INSURANCE. All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither ISA, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. A requirement of exhibiting at the ISA International Annual Conference is all exhibitors must carry liability insurance throughout the Exhibition, with a limit of not less than \$1,000,000 USD per occurrence. If a liability claim occurs against Exhibitor and ISA, Exhibitor will be responsible for Exhibitor's legal defense, and potentially for paying a claim brought against Exhibitor. Exhibitors must verify and present proper insurance when requested to do so. Certificates indicating adequate insurance coverage are to be provided to ISA by 15 November 2020. To ensure that the Certificate of Liability Insurance has the correct information required, under the "Under the Certificate Holder", it must include: International Society of Arboriculture, 270 Peachtree St NW, Suite 1900, Atlanta GA 30303.

13. INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation. Property Damage Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage. Use of Certain Property Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless ISA, Show Management, the Hotel, and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

14. CARE OF BUILDING AND EQUIPMENT. Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

15. WAIVER. Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

16. ATTORNEY'S FEES. Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

17. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.

AUTHORIZED SIGNATURE _____ PRINTED NAME _____

COMPANY _____ DATE _____