



# 2018 Contract for Exhibitors

Ernest N. Morial Convention Center/ New Orleans, Louisiana  
January 12-14, 2018

The contact will be sent all letters, kit and other forms of communication by mail or e-mail. After signing, please return form with deposit or payment payable to:

**HAuNTcon/Urban Expositions,  
35 Nutmeg Drive, Ste 125, Trumbull, CT 06611  
Phone: 678.285.3976 / Fax: 203.242.8120**

Company Name: \_\_\_\_\_ Key Booth Contact: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Marketing Contact \_\_\_\_\_ E-mail: \_\_\_\_\_

Company Web Address: \_\_\_\_\_ *FOR EXPO AND OFFICIAL SHOW VENDOR COMMUNICATIONS ONLY*

<b>10 x 10 Booth Pricing:</b>	\$850 per 100ft
<b>10x10 UPGRADED:</b>	\$1,050 per 100ft
<small>*Includes electricity</small>	

This area and pricing is reserved for qualified HAuNTcon customers only.

### 10x10 Booth Includes:

- Sign, draped back wall and rail drapes
- 6' skirted table, two chairs, waste basket
- (2) Exhibitor Badges - Includes: exhibit hall, education sessions, Haunt tours, pre-attendee access to the show floor, and access to The Brewing: Boos & Booze Costume Ball
- Basic listing on the online floor plan
- Basic listing in the Official Show Directory
- Meterboard in entrance with all HAuNTcon participants
- Pre-show email to all registered attendees

### Booth Selection:

Booth Number:

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Total # of 10x10s or 8x8s		Booth Cost		# of corners x \$50		Total

<b>8 x 8 Booth Pricing:</b>	\$575 per 64ft
<b>8x8 UPGRADED:</b>	\$775 per 64ft
<small>*Includes electricity</small>	

This area and pricing is reserved for qualified HAuNTcon customers only.

### 8x8 Booth Includes:

- Bare Bones booth - Sign, draped back wall and rail drapes
- (1) Exhibitor Badge - Includes: exhibit hall, education sessions, Haunt tours, pre-attendee access to the show floor, and access to The Brewing: Boos & Booze Costume Ball
- Basic listing on the online floor plan
- Basic listing in the Official Show Directory
- Meterboard in the entrance with all HAuNTcon participants
- Pre-Show email to all registered attendees

### 2018 Payment Schedule:

Upon signing of Contract: 50% of booth fee due  
By Oct. 30, 2017: 100% of booth fee due

Please charge \$\_\_\_\_\_ to the credit card provided here. *Note: There will be a 2.5% card processing fee in addition to the above amount*

<b>Credit Card:</b> <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express
<b>Card Holder's Name:</b> _____
<b>Card #:</b> _____
<b>Exp. Date:</b> _____ <b>V Code:</b> _____ <b>Billing Zip:</b> _____

Contract Acceptance: The individual signing below represents and warrants that he or she is duly authorized to execute this binding contract on behalf of the exhibiting company. By signing the contract, the exhibiting company agrees to be bound by this contract, the online Exhibitor Service Manual, and any other regulations issued prior to the Expo.

If an exhibitor fails to make a payment required by this contract in a timely manner, HAuNTcon may terminate this contract (and exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. HAuNTcon reserves the right to refuse exhibitor permission to move in and set up an exhibit if exhibitor is in arrears of any payment due to HAuNTcon.

Cancellations: Cancellation of exhibit space by the exhibitor must be in writing via certified mail (return receipt requested). Cancellations are subject to the cancellation fees outlined in the next sentence. If you (exhibitor) cancel between the date you sign your contract and May 1, 2017, you owe HAuNTcon 25% of your booth fee, but HAuNTcon will refund any payments that you made over that 25%; if you cancel from May 1, 2017 to July 1, 2017, you owe HAuNTcon 50% of your booth fee, but HAuNTcon will refund any payments that you made over that 50%; if you cancel after July 1, 2017, you owe HAuNTcon 100% of your booth fee and will not receive any refunds.

WE AGREE TO ABIDE BY ALL THE RULES AND REGULATIONS GOVERNING THE EXPOSITION AS PRINTED IN THE EXHIBITOR SERVICE MANUAL.

Acceptance of this Contract constitutes a contractual agreement between HAuNTcon and the Exhibiting Company. Show Management will make every effort to be fair and will attempt to satisfy all of our exhibitors' requests.

Signature/Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## 2018 HAuNTcon General Information, Rules and Regulations

The term "Event" means HAuNTcon, currently scheduled to be held on January 12-15, 2018 (the "Event Dates") at the Ernest N. Morial Convention Center in New Orleans, Louisiana (the "Exhibit Facility"). The Event is owned, produced and managed by HPS LLC, referred to as HPS Expo. As used hereinafter, the term "Organizer" means, collectively, HPS, and each of its/their respective officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by HPS LLC in the manner stated below and each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. Contract Acceptance This contract will become binding and effective only when it has been signed and accepted by Exhibitor (as evidenced by signature, making a deposit as provided in this contract or by exhibiting at the event) and signed by a duly authorized representative of HPS, LLC. Assumption of Risks, Releases Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident or act of God. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility will be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph, unless the harm was caused by Organizer's or Exhibit Facility's grossly negligent or intentional acts. Indemnification Exhibitor will indemnify, defend (with legal counsel satisfactory to HPS LLC), and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. Exhibitor does not have to indemnify Organizer under (e) and (g), above, if Organizer's grossly negligent or intentional act causes Exhibitor's loss or injury. Also, Exhibitor does not have to indemnify the Exhibit Facility under (e) and (g), above, if the Exhibit Facility's intentional act causes Exhibitor's loss or injury. Limitation of Liability Under no circumstance will Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event will Organizer's maximum liability exceed the amount actually paid to HPS LLC by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Qualifications of Exhibitor HPS LLC, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply product and services to the Halloween or party industries. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. HPS LLC reserves the right to restrict or remove any exhibit which HPS LLC, in its sole discretion, believes is objectionable or inappropriate. Assignment of Space HPS LLC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if HPS LLC in its sole discretion determines that to do so is in the best interest of the Event. Booth Payment

Schedule - Cancellation Fees An initial deposit must be received in order to validate booth reservation. To reserve Booth space on or after Oct 30 2017, Exhibitor must pay in full. Cancellation of exhibit space by Exhibitor must be in writing via certified mail (return receipt requested). Cancellation policy: If Exhibitor cancels between the date it signs the contract and April 30, 2017 it will owe HPS LLC 25% of the booth fee, but HPS will refund any payments that Exhibitor made over that 25%; if Exhibitor cancels from May 1, 2017 to July 1, 2017, it will owe HPS LLC 50% of the booth fee, but HPS LLC will refund any payments that Exhibitor made over 50%; if Exhibitor cancels after July 1, 2017, it will owe HPS LLC 100% of the booth fee and will not receive any refunds. If Exhibitor fails to make a payment required by this contract in a timely manner, HPS LLC may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. HPS LLC reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to HPS LLC. HPS LLC reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space. Exhibitor may be required to move to a new location if it requests downsizing of space. Contract Assignability HPS LLC may assign any or all obligations, rights, title and interests in this contract, including any sums of money due or which become due under this contract. The assignee will have all rights to enforce any provision of this contract assigned to them, including the right to collect any sums due under this contract. Cancellation by HPS LLC If Exhibitor fails to make a payment required by this contract in a timely manner, HPS LLC may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. HPS LLC reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to HPS LLC. HPS LLC is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. HPS LLC may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on HPS LLC's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If HPS LLC removes or restricts an exhibit, which HPS LLC considers to be objectionable or inappropriate, no refund will be due to Exhibitor. Cancellation of the Event If HPS LLC cancels the Event due to circumstances beyond the reasonable control of HPS LLC (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), HPS LLC will refund to each Exhibitor its exhibit space rental payment previously paid in full satisfaction of all liabilities of Organizer to Exhibitor. Exhibit Space Occupancy Hours and dates for installing, occupying and dismantling exhibits will be those specified by HPS LLC. If Exhibitor fails to install its display in its assigned space by 6:00 p.m. the day before the Show opens or leaves its space unattended during the Exhibit hours, HPS LLC will have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by HPS LLC. Listing and Promotional Materials By exhibiting at the Event, Exhibitor grants to HPS LLC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in HPS LLC promotional materials. HPS LLC will not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Care of Exhibit Facility Exhibitor will promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Booth Materials The New Orleans Convention Center requires that all combustible materials used in exhibit construction be treated with an effective flame-retardant. Only non-combustible materials or fire-retardant wood may be used for exhibits, scenery, or props. All curtains, drapes, carpet, carpet padding, and decorative materials must be treated with a flame-retardant. The center rigorously enforces this regulation, and may field flame test any questionable materials. Taxes and Licenses Exhibitor will be solely responsible for

obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor will be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, royalties, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Insurance Exhibitor will, at its own expense, secure and maintain through the term of this contract (including move-in and move-out days): (1) Comprehensive General Liability insurance; (2) Workers' Compensation insurance; and (3) Automobile Liability insurance, all with limits not less than \$500,000 for each occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. Exhibitors will receive a specific sheet on insurance requirements upon contract signing. Policies must name as additional insureds New Orleans Public Facility Management, Inc., HPS LLC, and their respective subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements, and complete copies of policies, satisfactory to HPS LLC will be furnished to HPS LLC sixty (60) days before the first day of the Event. Certified copies of the Certificate of Insurance of policies will provide that they may not be cancelled without thirty (30) days advance written notice to HPS LLC. Copyrighted Materials Exhibitor will not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments. Observance of Laws Exhibitor will abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor will construct its exhibits to comply with the Americans with Disabilities Act. Additional Terms and Conditions HPS LLC has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor will be deemed fully earned and non-refundable at the time of payment. Exhibitor will conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, HPS LLC in its sole judgment may refuse to allow any Exhibitor who violates or fails to abide by the contract, and any of the accompanying rules and regulations, to participate in future events. Any amendment to this contract must be in writing and signed by an authorized representative of HPS LLC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of exhibit space. Exhibitor Service Manual Approximately four months before the Event, HPS LLC will send an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage information, utilities and building services, exhibitor display rules, and move-in, move-out schedules. Incorporation of Rules and Regulations Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract will be subject to determination by HPS LLC in its sole discretion. HPS LLC may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor will observe and abide by additional regulations made by HPS LLC as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including Exhibitor Service Manual and any additional rules or regulations adopted by HPS LLC (from time to time) states the entire contract of the parties with respect to the subject matter hereof. Governing Law This contract is governed by the laws of the State of Georgia as applied to contracts entered into, and entirely performed within such state. Exhibitor agrees that the courts located in the State of Georgia will constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to is contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that the venue properly lies in Cobb County, Georgia. If legal action is required to enforce this contract, the prevailing party is entitled to recover reasonable attorney fees, administrative costs, costs of court and any other expenses incurred in enforcing the contract. Please, No Children No Children under the age of 18 will be admitted into the exhibit hall during move-in, show days, and move-out. Proof of age will be required.