



EXHIBIT SPACE & RENTAL AGREEMENT

FORM MUST BE COMPLETED IN ITS ENTIRETY

2017

STEP 1: CONTACT INFORMATION

Company/Organization Name: _____ Date: ____ / ____ / ____

Booth Coordinator Contact: _____ Title: _____

Booth Contact Email Address: _____ Phone: (____) _____ Ext: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Secondary Contact: _____ Email: _____ Phone: (____) _____ Ext: _____

STEP 2: BOOTH SPACE RATES

BOOTH SIZE	MEMBER PRICE*	# OF REGISTRATIONS INCLUDED
10 X 10	\$4,100	2
10 X 20	\$7,700	4
20 X 20	\$14,400	8
20 X 30	\$20,600	12

**Premium pricing may apply for select locations; pricing is doubled for non-members*

BOOTH RATE INCLUDES:

- Standard listing with 50 word company description in the Show Guide*
 - 8' high pipe & drape back wall with 3' high draped side rails, identification sign
 - Two complimentary registrations per 100 sq. ft. Booth.
 - All booth staff must be registered and those registrations must be submitted by the Advance Registration Deadline to claim your complimentary badges.
- * Inclusion of contact information in the show guide booth listing is available to be upgraded. Contact membership@gorspa.org to inquire about pricing or to upgrade your listing.*

I hereby authorize RSPA to reserve space by the booth numbers listed below. Please list in order of preference:

1) _____ 2) _____ 3) _____ 4) _____

TOTAL BOOTH SPACE COST

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Please list products that will be featured at your booth: _____

STEP 3: SHOWGUIDE CONTACT INFORMATION & COMPANY DESCRIPTION FOR RetailNOW® PUBLICATION

Company Description for Member Exhibitors, up to 50 words, are required to complete this application. Changes to the description may be made before Friday, May 26th, 2017. It is the "Company's" sole responsibility to submit any changes/revisions to the description. For additional visibility opportunities, please contact Membership@GoRSPA.org or visit GoRSPA.org/MediaKit.

I authorize RSPA to use the following 50-word company description and understand that if a description is not provided on this application, the application is considered null and void.

50 Word Company Description: _____

Company Name (to be listed in event Show Guide): _____

Contact Name: _____

Title: _____ Email: _____ Phone: (____) _____

Company Web Address: _____

STEP 4: FORMS/AGREEMENT (Please Review Page 2)

By submitting this agreement, Company/Exhibitor understands and agrees to the eligibility and payment terms below, the terms and conditions appearing on page 2 of this agreement and the Exhibitor Booth Guidelines. **1.** We agree to provide RSPA with a minimum booth space rental payment of 20% with contract to reserve the space and understand that final payment of the balance is due and payable no later than January 31, 2017. Payments can be made by either check or credit card. Checks should be made payable to RSPA. All contracts initiated February 1, 2017 and beyond must be accompanied with full payment of booth space rental. **2.** Any booth space canceled prior to January 31, 2017 will receive a full refund of any payments made towards booth space rental. Booth space canceled after January 31, 2017 but before March 31, 2017 will be refunded 50%. No refunds will be made for cancellations made after March 31, 2017, whether space is resold or not. **3.** We agree that the space assigned to us shall be accepted unless we reject it within 10 days of the "rental fee" notice / booth rental confirmation. **4.** Exhibitor must be an RSPA Member and in good standing at time Exhibit Space and Rental Agreement is submitted, and at the time of the show to receive member rate. **5.** We understand the payments terms stipulated and take responsibility for ensuring our space is paid in full no later than January 31, 2017, or upon contract if after this date. Applications submitted after January 31, 2017 will not be processed without full payment. **6.** The terms and conditions appearing on the reverse side of this agreement are hereby incorporated by reference and Exhibitor agrees to be bound thereby.

Authorized Signer's Name: _____ Title: _____

Authorized Signature: _____ Date: ____ / ____ / ____

STEP 5: PAYMENT INFORMATION by fax: 704.357.3127 • make checks payable to RSPA

Applications submitted before Friday, January 31, 2017 will not be processed without a deposit. Applications submitted after Friday, January 29, 2016 will not be processed without full payment.

TOTAL COST (from step 2)

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Check Enclosed AMEX Discover MasterCard VISA Card Number: _____

Name (as it appears on card; Please Print): _____ Expires: ____ / ____ / ____

Cardholder Signature: _____

RSPA and Exhibitor in consideration of their mutual promises, enter into this exhibit space rental agreement for the RSPA convention

(the "Convention") to be held on August 6-9, 2017 (the first date of the Convention being referred to herein as the "Convention Start Date") to be held at Paris Hotel Las Vegas, as follows:

1. RSPA HEREBY AGREES TO:

(a) Use its best efforts to locate the Booth in one of the locations requested by the Exhibitor on the front side hereof. Notwithstanding the foregoing, RSPA reserves the right to change the location of the Exhibitor's booth(s) at any time prior to the Convention Start Date. Booth(s) may not be sublet or shared. Only employees of Exhibitor whose name appears on the booth(s) may occupy the space. (b) Provide round-the-clock security by a licensed agency or independent contractor. (c) Provide adequate general room lighting, ventilation, air conditioning and heat, once daily cleaning of aisles, maintenance of restrooms and lobby areas.

2. EXHIBITOR HEREBY AGREES TO:

(a) Pay to RSPA the total sum to be communicated to the exhibitor following RetailNOW 2016 hereof as a fee (the "Rental Fee") for each booth rented. 20% of the Rental Fee is payable upon execution of this agreement, and the balance of the Rental Fee shall be due and payable no later than January 31, 2017. Exhibitor must provide accurate and current contact information. (b) Hold RSPA harmless from any obligation incurred by the Exhibitor as a result of service contracted for by the Exhibitor with the Hotel or other persons or companies. (c) Take all necessary or advisable steps to protect machines, equipment, or other material on display as well as Exhibitor's booth and other property, even though security guards are provided by RSPA. It is recommended that Exhibitor obtain insurance for the contents of the booth(s) and any liability to third parties. (d) Abide by and observe all laws, rules, and regulations of the United States of America, State of Nevada, Paris Hotel Las Vegas, and Departments thereof. (e) Abide by all exhibit rules, guidelines and regulations. Exhibitor is prohibited from engaging in any booth activity that interferes with the use and enjoyment of other Exhibitors. This includes, but is not limited to loud noises, excessive volume; loud music; loud entertainment, and inappropriate activities. "Loud" is considered any noise or volume that would make it difficult to carry on a normal conversation in the aisles adjoining the booth. (f) Make arrangements for drayage. (g) Refrain from assigning, subletting or apportioning the whole or any part of its allotted exhibit space or have representatives, equipment or material from other than his own concern in said space. Badge swapping is strictly prohibited; violators will be ejected from the Convention and the badge will be confiscated. (h) Schedule no meetings or events involving members of RSPA during the Convention exhibit hours or at a time which might conflict with any event on the Convention program. Any meetings, training sessions or other activities involving RSPA dealers and members should be scheduled at times which will not conflict with any meeting, seminar, exhibit time or other event on the Convention program. Hospitality suites should be open only at times when there is no meeting, seminar, exhibit time or other event scheduled on the Convention program. (i) Must confine all activities to their contracted booth space (j) May not use strolling entertainment, nor distribute samples, magazines and advertising materials in any area outside of their booth. (k) Those who use models or artisans must be sure that their appearance and dress will not offend even the most critical. Models and artisans are not permitted to perform or appear outside of the contracted booth space during show hours. Models and artisans must be registered. (l) May not deface the badges of the attendees or exhibitors with stickers, stamps or any other item that will obstruct any print or logo on the badge. (m) Have its exhibit in place, fully decorated and operable by the Exposition Start Date and Time. (n) Refrain from driving, or permitting to be driven, nail, books, tacks, or screws into any part of the Hotel, nor put up any decorations or adhesives

that would deface the premises, or in any manner otherwise abuse the walls, ceiling, doors, facilities and equipment contained within the Hotel premises.

(o) Refrain from starting to dismantle its booth(s) prior to the close of exhibit hours on the last day of the Convention.

(p) Indemnify and hold RSPA and its officers, directors, employees and representatives harmless from liability for damages to or loss, theft or destruction of an exhibit or the property of an Exhibitor or injuries to Exhibitor and Exhibitor's agents, representatives or employees, except to the extent resulting from the gross negligence or willful misconduct of RSPA.

(q) Permit RSPA to close an exhibit at any time for failure of Exhibitor or any of its officers, agents, employees or other representatives to perform, meet or observe any terms or conditions set forth herein. SUCH EXHIBITOR SHALL NOT BE ENTITLED TO A REFUND OF ANY PART ON ANY FEE. SUBJECT TO PARAGRAPH 3 BELOW, NO REFUND OF ANY FEE SHALL BE MADE BY RSPA TO ANY EXHIBITOR WHO FAILS TO OCCUPY ITS ALLOTTED SPACE.

3. REFUND POLICY

In the event Exhibitor, by written notice to RSPA, cancels its booth(s) reservation, RSPA will adhere to the following refund policy with respect to the Rental Fee:

Notice of Cancellation	Percentage of Full Rental
Fee Refunded Prior to January 31, 2017	100%
February 1 – March 31, 2017	50%
After March 31, 2017	0%

*All deadlines are absolute.

4. IT IS FURTHER MUTUALLY AGREED that in the event that war, disaster, fire, strike, work slowdown or stoppage, Government Regulation, civil disorder, epidemic or health emergency, public catastrophe, act of God, acts or threats of terrorism or the public enemy, or any other cause beyond the control of RSPA that makes it impossible, inadvisable or prevents RSPA from holding the Convention or any part thereof, or make it necessary for RSPA to cancel the Convention, or should exhibit space applied for become unavailable, RSPA, after consultation with its Board of Directors shall determine and refund any remaining rental having been paid after deduction of expenses incurred by RSPA, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid.

5. LIABILITY OF HOTEL FACILITIES:

It is understood that neither the Hotel nor its directors, officers, or employees, or the legal entities which own, lease, and/or operate the Hotel, shall be responsible or liable for injury to any person or persons, or for the loss or damage to any property belonging to the Exhibitor or any person or persons while in transit to or from the Hotel or while in the facilities or otherwise. The Exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of the property of the Exhibitor, its guests and the Hotel's premises in its behalf. The Exhibitor also assumes full responsibility and liability for all injury to any and all persons or property in any way connected with Exhibitor's display caused by the Exhibitor, its agents, representatives or employees. The Exhibitor indemnifies and agrees to hold harmless the Hotel, its directors, officers, and employees and the legal entities which own, lease, and/or operate the Hotel against any and all liability whatsoever arising from any or all damage to the property or personal injury caused by Exhibitor or its agents, representatives, employees or any other person.

6. Exhibitor agrees that whenever an attorney is used to obtain payment due hereunder, an attorney's fee of 30% of the sums due shall be payable by the Exhibitor to RSPA as and for reasonable attorney's fees, as well as the cost of said action.

7. This agreement shall be governed by the laws of the State of Illinois.