

2009 PTA Family Expo: Rules and Regulations

1. Contract for Space

The signed applicant hereby applies to participate in the 2009 PTA Family Expo, to be held at Lockhart Stadium, Fort Lauderdale, Florida, subject to the terms and conditions of this Application and Agreement. The Application must be accompanied by the full payment for the total booth rental charges and is not binding unless and until accepted by National PTA via confirmation letter. If the Application is accepted by National PTA, the Application, together with these Rules and Regulations of 2009 PTA Family Expo set forth in the Exhibitor Application/Contract and the rules and regulations of Lockhart Stadium, Fort Lauderdale, Florida shall form the agreement between the applicant and National PTA as to the terms and conditions of the applicant's participation in the 2009 PTA Family Expo. This Application and Agreement, and the parties' rights hereunder, shall be governed by Illinois law. Applicants for exhibit space are required to submit to National PTA the Exhibitor Screening Approval Form, accompanied by the formal Application and Agreement provided. To be valid, each Application must include full payment for booth rental charges and must specify products scheduled for exhibition and/or all materials to be distributed. The Application for Exhibit Space, formal notice of assignment and acceptance by National PTA, and full payment of rental charges constitute a contract for the right to use this space. Exhibitors that have not paid past booth rental fees will be refused space until fees are paid in full.

2. Booth Rental Fees

The applicant agrees to pay the space rental fee allocated to the booth(s) assigned as follows: Commercial organizations—\$750 for each 100 square feet of exhibit space. Not-for-profit organizations—\$500 for each 100 square feet of exhibit space

3. Dates and Hours

Tentative Exhibit hours are scheduled as follows. Exhibitors shall refer to the final published schedule of hours for the event prior to arrival.

Tentative Exhibit Hours

Saturday, June 27, 2009: 10:00 a.m.–6:00 p.m.

4. Exhibit Installation and Dismantling

Installation will take place Saturday, June 27, 2009, from 7:00 a.m. to 9:30 a.m. Dismantling will take place Saturday, June 27, 2009, from 6:00 p.m. – 8:00 p.m. If any exhibitor's freight, crates, or boxes are in their assigned booth space by 11:00 a.m., Friday, June 26, 2009, but not set up or in the process thereof, National PTA reserves the right to force setup with labor from the official show decorator at the exhibitor's expense. If booth space is not occupied by 9:00 a.m., Saturday, June 27, 2009, and advance arrangements have not been made with National PTA, National PTA has the right to use the space as it sees fit. The exhibitor expressly agrees not to dismantle the exhibit or conduct any packing before the final closing hour of the exhibit hall as published in the final schedule. All exhibits must be removed by 8:00 p.m., Saturday, June 27, 2009.

5. Use of Space

All demonstrations, signs, promotional materials, or other sales activities must be confined to the limits of the exhibit booth. The exhibitor shall not assign, share, or sublet any space allotted without the written consent of National PTA. No exhibitor shall show goods or services other than those manufactured, sold, or offered by it in the regular course of business. Animals of any kind shall be permitted in the exhibit hall only upon the express written approval of National PTA, and only in accordance with the Lockhart Stadium, Fort Lauderdale, Florida, unless they are service animals providing services to a person with disabilities. The exhibitor shall not display or place any product, sign, partition, apparatus, shelving, or other construction that extends more than 10 feet above the floor or more than four (4) feet in depth from the back wall. No interference with the light or view of other exhibitors will be permitted.

6. Irregular Canvassing, Selling, and/or Activities Beyond Exhibitor's Space

Distribution of circulars or promotional material may be made only within the booth assigned to the exhibitor presenting such material. Non-exhibiting firms will not be permitted to canvas, solicit, hold conferences, or distribute literature or other promotional devices during the convention.

7. Fire Protection

Flammable or other dangerous or hazardous fluids, substances, materials, equipment, or other items may not be used in any booth. The exhibitor must use flame-resistant decorative material.

8. Sound Devices

No sound-making equipment of any kind may be set up or used in exhibit booths without the prior written approval of National PTA.

9. Restrictions in Operation of Exhibits

National PTA reserves the right to restrict exhibitors from participation at its sole discretion. Exhibits that, because of noise, method of operation, materials, or any other reason, become objectionable may be closed. National PTA may prohibit or evict any part of or all of an exhibit that in the opinion of National PTA may detract from the general character of the exhibition as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that National PTA determines is objectionable or contrary to the exhibition. In the event of such restriction or eviction, National PTA is not liable for any refunds of rentals or other exhibit expenses. Drawings and raffles are permitted within the exhibitor's booth space only and are subject to any applicable requirements of local law. Edible samples that are distributed at the 2009 PTA Family Expo are limited to "bite size" portions of one (1) ounce. Beverage samples are limited to a maximum of two (2) fluid ounces. Items dispensed are limited to products manufactured, processed, or distributed by the exhibiting firm. Exhibitors are subject to the rules and regulations of Lockhart Stadium's catering service requirements.

10. Care of Building and Equipment

Exhibitors, or their agents, shall not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. When such damage occurs, the exhibitor shall be liable to the owner of the property so damaged.

11. Failure to Pay Rental Fee

If an exhibitor fails to make a payment when due, such exhibitor's rights to exhibit may be canceled by National PTA without further notice. National PTA shall be entitled to close an exhibit at any time for failure by any exhibitor or any of its officers, agents, employees, or representatives to perform, meet, or observe any term or condition set forth herein, and such exhibitor shall not be entitled to a refund of any part of any fee. Failure to pay a rental fee of contracted space in the current year will exclude an exhibitor from further participation in future years.

12. Catastrophe

In the event that war, fire, strike, government regulation, public catastrophe, act of God, the public enemy, etc., prevents the show or any part thereof from being held, National PTA shall determine and refund to the applicant its proportionate share of the balance of the aggregate exhibit fees received that remains after deducting all show-related fees, costs, and expenses, but in no case shall the amount of the refund to the applicant exceed the amount of the booth rental fee paid.

13. Liability and Insurance

Neither National PTA, its management, officers, or staff, the Greater Fort Lauderdale/Broward County Convention Center, Fort Lauderdale, Florida, nor the City of Fort Lauderdale, Florida, will be responsible for the safety of the property of the exhibitors from theft, damage by fire, accident, or other causes. Exhibitors are advised to consult their respective insurance brokers for proper coverage of display material from the time it leaves their companies' premises until its return. In most cases, a rider can be added to a current policy for a very nominal cost. The exhibitor understands that neither National PTA nor the Lockhart Stadium, Fort Lauderdale, Florida, or the City of Fort Lauderdale, Florida, maintain insurance covering the exhibitor's property, and it is the sole responsibility of the exhibitor to obtain said insurance. Neither National PTA, its management, officers, or staff, Lockhart Stadium, Fort Lauderdale, Florida, nor the City of Fort Lauderdale, Florida, nor the management, officers, agent, employees, or their representatives of the Greater Fort Lauderdale/Broward County Convention Center, Fort Lauderdale, Florida, or the City of Fort Lauderdale, Florida, shall be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm, or injury to the person or any property of the applicant resulting from theft, fire, water, accident, or any other cause.

14. Indemnification

The exhibitor agrees to protect, save, and hold National PTA, Lockhart Stadium, Fort Lauderdale, Florida, and the City of Fort Lauderdale, Florida, and all agents and employees, servants, and officials thereof (hereinafter collectively called Indemnittees) forever harmless for any damages or charges imposed for violations of any

law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor. Further, the exhibitor shall, at all times, protect, indemnify, save, and hold harmless the Indemnittees against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, or business invitees, which arise from or out of or by reason of any action or omission of the exhibitor or its agents or said exhibitor's occupancy and use of the exhibition premises, the hotel, or any part thereof.

15. Selection of Exhibitors

Only firms and organizations whose nonpartisan and nonsectarian services or products are appropriately related, in the sole judgment of National PTA, to children, youth, and the charitable and educational activities of National PTA shall be permitted to exhibit. National PTA reserves the right to decline or prohibit any exhibit that, in its sole judgment, is inappropriate, this reservation being all-inclusive as to persons, things, printed matter, products, and conduct. National PTA reserves the right to request corporate information during the approval process for exhibitors. Exhibitors, their employees, and their agents may not serve as voting delegates to the PTA Family Expo. However, they may be nonvoting registrants if they are members of a PTA. No exhibitor shall request PTA delegates to lobby any governmental agency or official. Participation in the PTA National Convention and Exhibition does not constitute endorsement of any product, service, or position by National PTA.

16. Cancellation/Reduction of Exhibit Space

The exhibitor shall have the right to cancel this Agreement at any time by written notice to National PTA. Cancellations made after March 9, 2009, and before April 17, 2009, will receive a refund equivalent to 50 percent of the total booth rental fee (if paid in full). After April 17, 2009, no refunds will be made. Under all circumstances, National PTA retains the right to resell any booth space canceled by the exhibitor.

17. Rules and Regulations of the Greater Fort Lauderdale/Broward County Convention Center, Fort Lauderdale, Florida

In addition to the Rules and Regulations of the 2009 Family Expo set forth in the Exhibitors' Application/Contract, the applicant shall comply with all rules and regulations of Lockhart Stadium, and all of the unions working within Lockhart Stadium, Fort Lauderdale, Florida, and/or GES Exposition Services, as well as subcontractors for the exposition.

18. Additional Rules

National PTA reserves the right to establish and enforce additional rules and regulations to further the goals of the exhibition. An exhibitor agrees to comply with them.

19. ADA Compliant

The exhibitor agrees to ensure that its exhibit booth space is in compliance with the Americans with Disabilities Act (ADA).

These rules and regulations become a part of the contract between the exhibitor and National PTA. They have been formulated in the best interest of the exhibitors. National PTA respectfully asks the full cooperation of exhibitors in their observance of these rules and regulations. All points not covered are subject to the decision of National PTA or its designated show management.

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Exhibitor Screening Approval Form



2009 PTA Family Expo!
Lockhart Stadium, Fort Lauderdale, Florida
June 27, 2009

Companies and organizations wishing to participate in the exhibition or other activities held during the PTA Family Expo! are required to complete the Exhibitor Screening Approval Form. This form will be utilized in the process of approval and inclusion in the exhibition. Completion of the form does not denote approval. Each organization's products and/or services should be appropriately related to children, youth, and the charitable and educational activities of PTA. Any company or organization whose products, services, or materials are in direct opposition to PTA's national position statements or resolutions will not be approved. Companies wishing to participate may be required to submit materials for further review but should submit materials on request only. Read and check all boxes prior to signing. Questions about this form should be submitted via e-mail to derickson@pta.org.

- We understand that the acronym "PTA" or name "National PTA" cannot be utilized in any exhibitor's materials. National PTA copyrights both of these names. We understand that only in such cases where a company has been provided a PTA sponsor logo will use of "PTA" or "National PTA" be approved.
- We understand that fundraising materials cannot state that students or children are participating in any way in the fundraising process. This includes the collection of money (whether for a charitable cause or not), the actual selling (whether door-to-door or to friends, relatives, etc.), and participation in the fundraiser (even if it's of an educational nature, such as a quiz bowl). We understand that all fundraisers must be structured so that it is the PTA or an adult who is doing the fundraising.
- We understand that the use of PTA's logo is not permitted and that any company utilizing PTA's logo will be asked to remove the logo from the company's materials.
- Our company will not ask PTA delegates to lobby any government agency or official.
- Our organization does not participate in disseminating information that is of a partisan or sectarian nature.
- We understand that materials must be in accordance with PTA's national position statements and resolutions, and that any company whose products, services, or materials are in direct opposition to PTA's national position statements or resolutions will not be approved.
- Our company's products and/or services are appropriately related to children, youth, and the charitable and educational activities of PTA.
- We understand that our company is subject to final approval upon show opening and may be evicted from its rented space and further participation with PTA for not adhering to the above statements.
- Our product/program is not sponsored, supported, or endorsed by another company. (If it is, please e-mail that information to derickson@pta.org prior to submitting this form.)
- Our organization is involved in the following (please check all that apply):
 - Tobacco Vouchers Firearms Religion
 - Alcohol Adult content None of the above (Non-disclosure may result in rejection of application.)
- The products being sold are physically safe for people to handle.

Restrictions in operation of exhibits: National PTA reserves the right to restrict, at its sole discretion, exhibits that, because of noise, method of operation, materials, or any other reason, become objectionable, and also to prohibit or evict any part of or all of an exhibit that in the opinion of National PTA may detract from the general character of the exhibition as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that National PTA determines is objectionable to the exhibition. In the event of such restriction or eviction, National PTA is not liable for any refunds of rentals or other exhibit expenses.

I, _____, the undersigned, understand that this form is an integral part of the application/contract for exhibit space at the 2009 PTA Family Expo!, to be held June 27, 2009.

Signature _____ Date _____

For company _____

Application/Contract for Exhibit Space

2009 PTA Family Expo!
Lockhart Stadium, Fort Lauderdale, Florida
June 27, 2009



Please type or print, and complete ALL areas below.

Company name _____

Contact person name _____

Title _____

Address _____

City _____ State _____ ZIP code _____

Phone number _____ Fax number _____

E-mail address _____ Website address _____

Federal tax ID # (required) _____

What type of organization are you? (check one) Commercial Not-for-profit

Have you completed all of the exhibitor screening form? Yes No

Only firms and organizations whose nonpartisan and nonsectarian services or products are appropriately related, in the sole judgment of the national PTA organization, to children, youth, and the charitable and educational activities of PTA shall be permitted to exhibit. Refer to the rules and regulations of this contract (provided in the *Family Expo! Sponsorship Opportunities*) for more details.

Select booth area*: Healthy Lifestyles Arts Multicultural Learning

Safety Student Success Other

Competitors that your company should not be located near*: _____

Companies that your company wishes to be located near*: _____

***Note:** The national PTA office will make every attempt to fulfill all requests but makes no guarantees, as booth assignment is dependent on the booths available at the time the exhibitor's application is received and processed.

Please provide a brief description of the products/services to be exhibited. The description should be related to the company and the products/services to be on display at the convention. *Every company will have the opportunity to submit a 50-word profile prior to event.*

In witness whereof, the applicant has caused this application to be executed individually or by an officer, agent, or representative duly authorized to execute the same and agrees on behalf of the exhibiting organization to abide by all rules and regulations as stated within the *Exhibitors'* application.

Signature _____

Name _____

Title _____ Date _____

(Please print or type.)

Exhibit Booth Costs

Commercial 10' x 10': \$750

Not-for-profit 10' x 10': \$500

Total booth costs: \$ _____

Payment Options: FULL payment plus screening form must accompany this application. Failure to include payment in full will cause the return of this application without processing.

Credit card payment: Visa MasterCard AmEx Credit card # _____

Expiration date ____/____/____ CSC code _____
(**Visa and MasterCard:** A 3-digit CSC code follows the account number on the back of the card.
AmEx: The CSC code is the 4-digit code that follows the account number on the front of the card.)

Cardholder's signature _____

Check/money order: Please make check payable to National PTA, and mail it along with your application and screening form to David Erickson, PTA National Headquarters, 541 N. Fairbanks Court, Suite 1300, Chicago, IL 60611-3396.

If paying by credit card, mail your application and the Exhibitor Screening Approval Form to the address above, or fax them to **(312) 494-6080**.

National PTA Use Only

Date rec'd _____ Check # _____ Amount _____ Processed by _____

Booths assigned _____ Total amount due _____ Batch # _____

Approval code _____ Company ID # _____ Customer # _____