



Instructions: Fill in this form: (a) using Adobe® Reader®, print, and sign or (b) print, complete by hand, and sign. Fax or mail to Hannover Fairs USA as indicated at bottom of page. **If you fill out this form in Adobe Reader your subtotals and total will be calculated automatically.**

Company/Division identified below ("Exhibitor") applies to Hannover Fairs USA, Inc. ("Organizer") for exhibit space ("Space") at the "Event" identified above, in the terms and conditions of this application and contract ("Contract"), and in the "Terms and Conditions of Participation" on the third page of this Contract (collectively, the "Agreement").

First Name	Last Name	Job Title
Company Name	Street Address / PO Box	City
State / Region	Country	ZIP Code
Phone	Fax	E-mail
Website		
Products and services you plan to display		

CHOOSE PARTICIPATION OPTION(S) -- 9-square-meter minimum

	BOOTH NUMBER(S)	SQ. METERS*	USD / SQM	BOOTH SUB-TOTAL	
Row booth			\$785		
Corner booth			\$885		
					SUBTOTAL =
					19% VAT** =
					TOTAL =

CHECK FOR MORE INFO

- ☐ I am interested in sponsorship opportunities
- ☐ I am interested in media opportunities

*Minimum booth size is 9 square meters for row booths and 12 square meters for corner booths.

**19% German Value Added Tax (VAT) will be added to all prices. Hannover Fairs USA will provide you with information about how to reclaim the VAT.

PAYMENT SCHEDULE: PARTICIPATION FEES, OPTIONS AND SERVICES

Contracts executed before January 7, 2010:

1. Initial 50 percent of total participation fee due within five (5) days of Contract's execution
2. Final 50 percent, for a cumulative 100 percent of total participation fee, due January 7, 2010

Contracts executed after January 7, 2010: 100 percent of total participation fee due within five (5) days of Contract's execution

Options and services: full payment is due by April 15, 2010.

Exhibitor agrees that any Contract accepted by Organizer without a deposit, pending invoice to Exhibitor, shall be deemed valid and binding as if a deposit had been made. Exhibitor understands and agrees that no portion of this payment is refundable, and that, except as outlined in paragraphs VII and VIII of the Terms and Conditions of Participation of this Agreement, Exhibitor is liable for the total participation fee plus all options and services contracted for. **All fees are payable in U.S. dollars to Hannover Fairs USA, Inc., 2 Research Way, Princeton, New Jersey, 08540.**

Note: This document, when signed by Exhibitor and Organizer, constitutes a binding legal agreement. Organizer agrees to review Exhibitor's Contract and assign to Exhibitor's company Space, if available, consistent with show eligibility requirements and policies. Exhibitor agrees that upon Organizer's acceptance of this Contract, with or without appropriate payment of fees for participation, options and services, this Agreement shall become a legally binding contract; enforceable against Exhibitor in accordance with its terms. By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding Agreement on behalf of Exhibitor. Exhibitor agrees to be bound by the information and terms on both pages one and two herein and the rules and regulations included in the Exhibitor Service Manual and/or any other regulations issued prior to the exhibition.

Signature

Date

Organizer's Use Only

V. 09 SEP 09

Accepted By

Date

I. ASSIGNMENTS

Exhibitor shall not assign, sublet, transfer, or sell its rights hereunder to a third party.

II. RIGHT TO OFFSET

Organizer shall have the right to offset the amount of any obligation due and owing to Organizer from Exhibitor whether under this agreement or any other agreement between Organizer and Exhibitor. Organizer may cancel this contract in the event that Exhibitor is past due on any amounts due to Organizer for any reason.

III. EVENT DATES

Event dates are June 7-12, 2010. The official organizer of Event retains right to postpone, shorten or cancel Event. If Event is postponed or shortened, Agreement between Exhibitor and Organizer shall be deemed valid for the new dates and duration and confers no right on Exhibitor to withdraw from Agreement.

IV. FEE ADJUSTMENTS

Organizer reserves the right in the event of exchange rate fluctuation to adjust prices for space, options and services.

V. OBLIGATIONS OF EXHIBITOR

Exhibitor agrees to the following: **(a)** to provide product equipment for display and promotion **(b)** to make full financial payment to organizer for Space and stand equipment as well as additional options, services, advertising and lodging as contracted; in all cases where Exhibitor has subtenants within its group exhibit (e.g., an association stand), the primary Exhibitor will be responsible for the entire group's payments, including those of the subtenants **(c)** to ensure that no direct sales and/or cash transactions take place on the exhibition floor **(d)** to provide detailed, accurate information as to the technical specifications of the equipment to be exhibited, including electrical requirements, as well as information on booth layout, furnishings, and graphic designs **(e)** to provide a qualified representative to arrive at the site at least two days prior to the exhibition's opening to oversee set-up of the display and to gain familiarity with the location, as well as to staff the booth during business hours through the term of the show; this representative shall be authorized to discuss the equipment displayed and to conduct contract negotiations **(f)** to provide property and liability insurance **(g)** to assume responsibility for any and all costs for shipping and handling and duties of all of its own shipped items and materials, and the removal of such items and materials from the Event site after the Event. Organizer reserves the right to remove from the Event floor, at Exhibitor's expense, any items and materials left by Exhibitor after the close of Event

VI. EXHIBITOR BREACH

Organizer reserves the right to cancel Exhibitor's participation if Exhibitor breaches any of its obligations or does not comply with the terms and conditions of this Agreement including, but not limited to, making any payment that is due as per this Agreement. If Organizer does cancel Exhibitor as per this section, Exhibitor will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in Paragraph VII, below. The date of cancellation for calculating the cancellation fees shall be the date that Organizer cancels Exhibitor for breach.

VII. CANCELLATION OF PARTICIPATION BY EXHIBITOR

Exhibitor must submit any participation cancellations to Organizer in writing via certified mail (return receipt requested). The date of cancellation shall be the date that Organizer receives the written cancellation. If Organizer does not receive written notice of cancellation via certified mail (return receipt requested), Exhibitor will be liable for 100 percent of the participation cancellation fee. Both Exhibitor and Organizer acknowledge that, in the event of cancellation, Organizer will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, if Exhibitor cancels its participation it agrees to pay as liquidated damages (and not a penalty) the following: **(a)** if Organizer receives written notice of participation cancellation before or on January 7, 2010, Exhibitor agrees to pay a cancellation fee equal to 50 percent of the total participation fee plus any and all nonrefundable options and services ordered by Exhibitor prior to cancellation; however, if Organizer is unable to re-sell the cancelled space, Exhibitor will be liable for 100 percent of the total participation fee plus any and all nonrefundable options and services ordered by Exhibitor prior to cancellation **(b)** if Organizer receives written notice of cancellation after January 7, 2010, Exhibitor will be liable for 100 percent of the total participation fee plus any and all nonrefundable options and services ordered by Exhibitor prior to cancellation. All cancellation fee(s) are payable immediately upon cancellation. The above cancellation fee(s) terms shall apply regardless of the execution date of this Contract.

VIII. DOWNSIZING POLICY

Exhibitor must submit any downsizing requests to Organizer in writing. Any downsizing request(s) shall become effective only when approved by Organizer. The date of downsizing shall be the date on which Organizer approves downsizing. Both Exhibitor and Organizer acknowledge that, in the event of downsizing, Organizer will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, Exhibitor agrees to pay as liquidated damages (and not a penalty) the following: **(a)** downsizings approved by Organizer before or on January 7, 2010, are subject to a downsizing fee equal to 50 percent of the difference between the cost of the original total participation fee and the downsized total participation fee **(b)** downsizings approved by Organizer after January 7, 2010, are subject to a downsizing fee equal to 100 percent of the difference between the original total participation fee and the downsized total participation fee. The above downsizing fees shall be in addition to the actual cost of the downsized participation fee. In the event that Exhibitor downsizes once or multiple times an existing Space, and then cancels the decreased Space, the cancellation fee, as required by this Agreement, shall be calculated using the original participation fee. The date of cancellation for determining the cancellation fee will be the date on which Exhibitor canceled its Space and not the date(s) on which the downsize occurred. All downsizing fee(s) are payable immediately upon downsizing. The above downsizing fee(s) terms shall apply regardless of the execution date of this Contract.

IX. INTEREST AND COLLECTION FEES

Any Exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 25 percent of the remaining balance due) Organizer incurs to recover the debt. There will be a \$25 charge for all returned checks. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to Organizer by Exhibitor.

X. REGULATIONS, SPACE ASSIGNMENT AND ATTENDEES

Pop-up displays and other booth elements are not permitted on Space; the integration of custom exhibits requires prior approval by Organizer. Although Organizer will attempt to accommodate Exhibitor requests for specific Space, no guarantees can be made that Exhibitor will be assigned the specific Space requested. Organizer retains authority to assign or reassign Space; determine articles and methods to be used for display of items; determine location of Exhibitor and agent identification; and overall decision authority concerning all matters directly relating to Space and Exhibitor. Exhibitor acknowledges that he/she is not contracting for specific Space, but rather for the right to participate as an Exhibitor. Organizer makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees and does not guarantee in any way the success of any Exhibitor.

XI. LIABILITY

Exhibitor hereby releases Organizer from any liability for any illness, injury, loss of life, damages to persons or for theft of property or damages to property sustained by reason of participation by Exhibitor in the exhibition, or by reason of acts done or performed by Exhibitor, its agents or employees. Although Organizer will make every effort to identify reliable contractors such as freight forwarders, customs brokers, designers, photographers, translators, etc., for the benefit of Exhibitor, it assumes no responsibility or liability for the acts of any contractor selected. It is agreed that Organizer shall be absolved of any liability for any damages or losses resulting from or related to the failure of Exhibitor to comply with these Terms and Conditions of Participation. If Exhibitor fails to fulfill any of its obligations under these Terms and Conditions of Participation, Organizer shall be released from its obligation, and Exhibitor's contribution will be forfeited. In the event additional costs are incurred by Organizer as a result of the Exhibitor's failure to comply with the Terms and Conditions of Participation, or instructions provided therein, such additional costs, including all attorney fees, shall be paid by Exhibitor.

XII. LICENSE RELATIONSHIP

It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.

XIII. MISCELLANEOUS

This Agreement is irrevocable, and the rights of Organizer under this Agreement shall not be deemed waived except as specifically stated in writing by an authorized representative of Organizer. Exhibitor further agrees that upon acceptance of this Agreement by Organizer, with or without appropriate or timely payment of any and all fees, this Agreement shall become binding and enforceable in accordance with its terms. This Agreement will be binding on Exhibitor's and Organizer's successors. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from this Agreement. Any action arising out of this Agreement or the Event must be brought in Princeton, New Jersey, USA, and governed by the law of that locale, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to the jurisdiction of such courts.

Company Name

What is your NAICS Code?

Does your company have it's own production?

☐ Yes☐ No

What type of company are you?

☐ Manufacturer☐ Importer☐ Association☐ Organizer of group participation☐ Service provider☐ Other (Please specify)

Please check the product category that best describes your company:

☐ 01 Vehicles and equipment☐ 02 Fire extinguishing appliances and systems, Fire extinguishing agents☐ 03 Technical support and environmental protection☐ 04 Rescue, emergency, First-aid and medical equipment☐ 05 Personal protective equipment☐ 06 Measuring and detection apparatus☐ 07 Control-station and signaling technology☐ 08 Information and organization☐ 09 Equipment for fire stations and workshops☐ 10 Building and construction industry, structural and organizational fire protection☐ 11 Associations, organizations, service companies☐ 12 Technical literature, model making, fan articles, gifts