

2010 DESIGN-BUILD CONFERENCE & EXPO

October 18-20, 2010 ■ Caesar's Palace ■ Las Vegas, NV

EXHIBITOR AGREEMENT FORM

FAX TO: 202-478-2662 or email: pwilson@dbia.org

*** Early Bird Rates**

Sign up by
April 30, 2010 and
Save between \$300
and \$3,000!

Exhibiting Company: _____

Contact Name: _____ **Title(s):** _____

Street Address: _____

City/State/Zip: _____

Phone: _____ **Fax:** _____ **Email:** _____

Member "Parent" or related company if different than listed: _____

Exhibit Space Rates: * **Early Bird Rates, guaranteed through 4/30/10**

	*Non-Member	*Member	Late Rates for 2010
10' x 10'	<input type="checkbox"/> \$2,900	<input type="checkbox"/> \$2,800	\$3,200/\$3,100
10' x 20'	<input type="checkbox"/> \$5,200	<input type="checkbox"/> \$5,000	\$6,400/\$6,200
20' x 20'	<input type="checkbox"/> \$9,800	<input type="checkbox"/> \$9,400	\$12,800/\$12,400

I am not a member but I want to join; I will send in my application

Each paid 10'x10' space includes one full conference registration and two booth badges
For larger or variable-size booths, please inquire for rates.

Total booth space/sponsorship, contracted amount: \$ _____

Booth choices: 1st: _____ 2nd: _____ 3rd: _____

I prefer not to be located near: _____

Space Assigned (by DBIA): _____

Conference/Show Guide Advertising

Ad size _____ Total ad space, contracted Amount \$ _____

Payment:

Total contracted amount \$ _____

I will pay by:

Check # _____

Please Invoice Us for the Total Amount: \$ _____

Credit Card Visa MasterCard Amex

Credit Card # _____

Exp. Date: _____ Security Code: _____

Signature: _____ (req. for credit card charges)

Name on card: _____

View Online Floor Plan at www.designbuildexpo.com

General Terms: We hereby apply for exhibit space, and/or sponsorship, and/or advertising at the 2010 Design-Build Conference & EXPO. If our choices have been previously assigned, we request DBIA to assign us what it considers the best available similar space, sponsorship, or ad location. We understand that this application becomes a contract when signed by us and accepted by DBIA. We agree to pay 100% of the agreed fee upon submission of this agreement form. We understand that all balances must be paid in full by June 1, 2010, and that if at least 50% has not been paid within 30 days of submission of this contract, then we risk losing our assignment without refund. We understand that if we cancel after having paid, then no refund will be made whatsoever. We agree to and comply with these terms and all additional terms, rules, and regulations as published on the reverse side of this contract, as posted online at the show web site, and in the official Exhibitor Service Manual that will be forwarded at a later date.

SPONSORSHIP OPPORTUNITIES:

Yes! I am interested in sponsoring 2010 Conference events; please contact me

Sponsorship Level:

Bronze \$7,000 (10' x 10' booth; 2 full registrations/2 booth badges)

Silver \$12,000 (10' x 10' booth; 3 full reg./2 booth badges)

Gold \$20,000 (10' x 20' booth; 5 full reg./2 booth badges)

Platinum \$35,000 (includes 20' x 20'; 10 full reg./2 booth badges)

Sponsor, each extra 10' x 10' booth: \$2,100

Sponsor extra full conference registrations, if by 6/1/10: \$6,000 for qt. of 10; \$11,000 for qt. of 20

Sponsorship Event or Item requested:

Details: contact Patrick Wilson, 301-652-5751, or pwilson@dbia.org; visit www.designbuildexpo.com

Conference Show Guide Advertising

Rates are in addition to exhibit space or sponsor packages
Cover Position/Bronze Sponsorship recognition: (Select one):

<input type="checkbox"/> Back cover	\$7,800
<input type="checkbox"/> Inside <u>front</u> cover	\$4,800
<input type="checkbox"/> Inside <u>back</u> cover	\$4,300

Take 10% off below rates by or before 4/30/10:

<input type="checkbox"/> Full Page Color Ads	\$1,500 (\$1,350)
<input type="checkbox"/> Half Page Color Ads	\$1,120 (\$1,008)
<input type="checkbox"/> Quarter Page Color Ads	\$ 850 (\$ 765)

For Ad Specifications/instructions please contact Patrick Wilson, 301-652-5751, or pwilson@dbia.org. All ads are full color.

Signature _____

Date _____



Fax or mail this form to:

Design-Build Institute of America

1100 H Street NW, Suite 500

Washington, DC 20005

Phone: 301-652-5751 (Patrick Wilson)

Fax: 202-478-2662

DBIA FEI #52-1827718

DBIA 2010 DESIGN-BUILD CONFERENCE & EXPO – EXHIBITING RULES AND REGULATIONS

MANAGEMENT. DBIA, acting through its officers, directors, agents or employees authorized to act for it is the Management of the Exhibit.

EXHIBIT LOCATION AND DATES. Caesar's Palace, 3570 Las Vegas Blvd. South, Las Vegas, NV, 89109. Show venue, facility, dates or hours are subject to change at the discretion of the show management. Exhibitors will be notified of any change well in advance. Initial Schedule will be posted at www.designbuildexpo.com, please check back. Initial planned schedule will be posted by April 30, 2010. Schedule is subject to change

Dates	Show Hours
October 18, 2010	TBD
October 19, 2010	TBD
October 20, 2010	TBD

INSTALLATION AND DISMANTLING OF EXHIBITS. All exhibits must be erected or completely arranged by or before one hour prior to the opening of the event. A tentative installation schedule will be included with the Official Exhibitors Guide. Exhibitors will receive a specific installation schedule thirty (30) days in advance of their assigned move-in date. This installation schedule must be adhered to in order to achieve maximum effective scheduling. Failure of any exhibitor to comply with the installation date assigned to them will result in their being charged for any additional resulting expense.

Goods received after the opening of the Exhibit must be delivered to the booth and put in place at times other than the official Exhibit hours. Goods and materials used in any exhibit shall not be removed from the exhibit area until the Show officially closes.

Any exceptions to this rule must have the written approval of Management.

Show Management shall have the authority to order labor to dismantle any exhibit that is not dismantled or in the process of being dismantled by the date and time to be provided by Show Management at a later date. The dismantle date and time are subject change by Show Management, but will be made known to exhibitors in the Exhibitor Service Manual. The expense incurred for dismantling the display and shipping it will remain the responsibility of the exhibitor.

Management shall have the authority to change carriers designated by exhibitors, if such carriers do not pick up according to schedule. In the event such action is necessary, it is agreed that no liability of any nature shall attach to Management. If it becomes necessary to haul materials to car loading companies, charges for such hauling shall be paid by the exhibitors concerned and Management shall be relieved of all responsibility in connection with such movement.

Management without liability for damage or loss, shall have the right to dismantle, dispose of, store and clear from the premises any display materials, goods, property or merchandise of any exhibitor who has failed to comply with the above requirements. Management may order such removal and storage at the sole expense of the exhibitor.

PAYMENT. Contracted exhibitors will be invoiced, and must remit at least 50% payment within 30 days of reserving space. Booth space reservations will not be guaranteed to be held after 30 days if 50% payment has not been received by DBIA by that date. Final Balance will be due by June 1, 2010 under this rate schedule. Credit card payments are not accepted for amounts over \$10,000. No refunds will be made whatsoever for cancellation of booth space after payment has been made.

SUB-LEASING OF SPACE. Exhibitor agrees not to reassign, grant, or license the use of space, or any part thereof allotted to him. This rule means that exhibitors are not permitted to exhibit separately in their space any equipment or components built by non-exhibiting manufacturers without written consent of Management. Exhibitors shall not sublet any part of their spaces without the written permission of Management.

EXHIBIT AREA. The following specific regulations apply: 1) exhibitors are responsible for obtaining and complying with the regulations set forth by the Fire Marshall, any other controlling government authority and the policies of the facility and municipality, and in particular with respect to motorized vehicles, exhibit and decorating materials, and storage of empty shipping containers; 2) no flammable materials or explosives will be allowed in the Exhibit area; and 3) any hydraulic or electrically operated equipment must be lowered to ground unless it is supported by mechanical safety devices designed to prevent the equipment from dropping or falling. Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the venue or exhibit area without the permission of DBIA and the proper building authority. Packing, unpacking and assembly of exhibits shall be done in designated areas and in conformity with directions of DBIA, the venue manager or their assistants.

The Exhibitor must, at the Exhibitor's expense, maintain and keep in good order the exhibit and the space for which the Exhibitor has contracted.

FLOOR PLAN—all dimensions and locations shown on the official floor plan to be supplied are believed, but not warranted, to be accurate. DBIA reserves the right to make such modifications as may be necessary to meet the needs of the DBIA, the Exhibitors and the exhibit program.

CONFLICTING MEETINGS & SOCIAL EVENTS—In the interest of the success of the entire convention and exhibition the exhibitor or sponsor agrees not to extend invitations, call meetings or otherwise encourage absence of members or exhibitors from the convention or exhibit hall during the official hours of the conference, which will be supplied and shall be binding upon the exhibitor/sponsor as though fully set forth herein. DBIA must approve, and reserves the right to prohibit any non-sanctioned, sponsored, networking, marketing, or hospitality function planned at the host facility during the event dates. Furthermore, DBIA requires that to meet a minimum standard of approval to host any such events, the hosting organization(s) must each also support the DBIA Conference & EXPO at a level of at least a \$7,000 sponsorship package.

CHARACTER OF EXHIBIT/LIGHTS/AMPLIFIERS/MODELS. Management reserves the right to reject any exhibit or portion thereof which it considers inappropriate. Lights, amplifying equipment projecting sound beyond an exhibitor's own space is prohibited. Any use of Exhibit personnel must be handled with utmost decorum in every respect.

SAFETY DEVICES. The exhibitor agrees to accept full responsibility for compliance with federal, state, or local safety, fire and other regulations and to provide and maintain adequate safety devices.

INSURANCE AND INDEMNITY. Exhibitors are required to insure themselves against any and all claims resulting from their exhibit. Exhibitors, their agents, and employees waive all claims against DBIA and the facility and municipality, for property damage and personal injury. Exhibitors, their agents and employees agree to hold harmless and indemnify DBIA and the facility, for any and all claims, suits, or liabilities resulting from any claims, demands, actions, penalties, judgments and liabilities of any kind (including attorney fees) resulting from their exhibits and/or the exhibitor's activities or breach of this agreement. Certificate evidencing Comprehensive General Liability Coverage must be provided to Management of Exhibition within 30 days of sign up, or prior to the on-site setup of display by firms obtaining space within 30 days of Show opening.

WATCHMEN AND SECURITY. Every reasonable precaution will be taken to protect property during the installation, Show days and removal period. However, neither Management, service contractors, nor the facility, are responsible for the safety of the property of exhibitors by theft, damage by fire, accidents, vandalism or other causes.

DBIA CONFERENCE REGISTRATION. Each exhibiting company will be provided one (1) complimentary conference registration per each paid 100 square feet of exhibit space rented. This includes Conference Proceedings, Meals, Reception, Coffee Breaks, etc. In addition, each

exhibiting company will be provided two (2) Exhibit Hall Only Passes per each 100 square feet of exhibit space rented. Sponsorship packages may entitle a company to additional registrations.

WORKER'S IDENTIFICATION. Exhibitor floor personnel must obtain a work pass in order to enter the DBIA 2010 Design-Build Conference & Expo space area during the installation and dismantling of the Show. All designated official Show service contractors for the DBIA 2010 Design-Build Conference & Expo will be required to have their personnel identified with badges that are acceptable to Management or work passes that are issued by Management during the installation, operation and dismantling of the Show. The badge or work pass must be worn at all times by the employee. Work passes are valid only during installation and dismantling of the Show. Your cooperation is requested in making certain that all people working in your space are identified.

INDEPENDENT SERVICE CONTRACTORS. An independent service contractor is any company other than the designated official that provides services such as display installation and dismantling, models, florists, photographers, audio-visual firms, etc. and need access to tour exhibit any time during installation, Show dates or dismantling. Employees of independent service contractors must wear a work pass during the installation/dismantling periods and during Show hours.

The exhibitor must request in writing from Management an authorization to use an independent contractor. This request must contain the following information: the company name and primary contact, address and phone number of the contractor to be used and the services it is to perform. Also the exhibitor must inform whether this contractor is authorized to order Show services on the exhibitor's behalf. Notice from the independent contractor to Management with copies of written authorization from the exhibitor to perform services if applicable will be acceptable.

CANCELLATION OF EXHIBIT SPACE. In the event of cancellation of exhibit space by an exhibitor after the Exhibit Space Contract is signed and accepted, no refunds shall be made whatsoever.

INABILITY TO HOLD EXHIBIT. In the event that Management should be unable to hold the DBIA 2010 Design-Build Conference & Expo due to any physical disaster, labor strike, or any other occurrence, exhibitors expressly absolve Management of any liability for losses resulting from such occurrence. In such event, exhibitors will be refunded their space rental payments to the extent that Management can do so after covering its expenses.

FAILURE TO OCCUPY SPACE. Space not occupied by one hour prior to the opening of the show on October 18, 2010, may be forfeited by the exhibitor and this space may be resold, reassigned or used by Management without refund, unless prior approval for late occupancy is obtained in writing from the Management. If the exhibit is on hand, the Management reserves the right to assign labor to set up any display that is not in the process of being erected by one hour prior to the opening of the show on October 18, 2010, and to instruct that the exhibitor be billed for all charges thus incurred.

EXCLUSION. DBIA shall have the right to exclude or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Exhibit. DBIA also has the sole authority to accept or reject applicants for exhibit space. Exhibits will be confined to services, products, equipment, etc., related to the construction industry.

SPACE ASSIGNMENTS. DBIA shall use its best efforts to locate the table/booth in one of the locations designated by exhibitor to provide physical separation of the booth from the booths of those competitors from whom the Exhibitor has requested such separation. Notwithstanding the above, DBIA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. In the event that the DBIA 2010 Design-Build Conference & Expo is switched to a different exhibit hall, facility, or venue, then DBIA will re-assign the exhibitor a new space in the new location. DBIA will make a good faith effort to assign the exhibitor to a similar space as was previously assigned, or to the best space available.

LOTTERIES, CONTESTS, CONCESSIONS AND GIVE-A-WAYS. DBIA has final approval for any and all lotteries, contests or give-a-ways at the meeting. Cash prizes of any amount are prohibited. No lotteries or contests, games of skill or chance involving individual merchandise prizes in excess of \$50 (except daily door prizes) will be permitted to be operated in the Exhibit. These activities and prizes must be within the limits of good taste and are subject to the control and decision of Management. Concessions, Give-A-Ways and other exhibit floor activities that directly conflict with sponsorship packages will not be allowed. Exhibitors should inform Management of these activities before the Show in order to avoid the possibility of the activities being stopped by Management.

SALES PROHIBITION. DBIA prohibits the sale of goods and/or services at the site of the conference. DBIA must approve any exceptions to this prohibition in writing.

HANDLING AND STORAGE. DBIA and the owners or managers of the facility where the Exhibit will be held shall not except or store display materials or empty crates. Such arrangements may be made through the Official Drayer if desired, and exhibitor shall in any event provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the Exhibit shall be prepaid. Exhibitor shall not incur any obligation to the Official Drayer merely by reason of providing copies of any bill of lading.

MUSIC AND COPYRIGHTED MATERIALS. The exhibitor shall be responsible for securing any and all necessary licenses or consents for any performances, displays or other use of copyrighted works, patented inventions, or other intellectual property in connection with this Exhibit or any hospitality function that may be held in conjunction with this Exhibit. Further, an exhibitor may not use or present live, recorded or broadcast music at the DBIA 2010 Design-Build Conference & Expo, unless the exhibitor notifies the Show Management of its intent to do so, and the exhibitor has secured all necessary licenses or consents for musical presentation and provide the Show Management with copies of all licenses and consents.

FAILURE TO OBSERVE RULES. Any failure to comply with these rules shall, at the sole discretion of Management, be cause for closing the offending exhibitor's display, as a result of which exhibitor expressly agrees to hold Management harmless and prepayment for such will not be refundable.

SPONSORSHIP. Exhibitor may elect to sponsor an event or item associated with the DBIA 2010 Design-Build Conference & Expo. Please see sponsorship details and terms in separate sponsor agreement form or summary listing. Sponsorship Payment: 50% will be due within 30 days of submission of agreement; Final Balance will be due by June 1, 2010. If sponsor agreement is made after June 1, 2010, then balance will be due in full within 30 days of the agreement date. Sponsorship refunds shall be made at the sole discretion of Management for requests prior to June 1, 2010. Absolutely no refunds related to paid sponsorships will be made after June 1, 2010. DBIA reserves the right to assign at its discretion, exclusivity of, or affiliation with specific sponsorship items or events. Some items or events may have multiple sponsors. Show Management may in its sole discretion rotate different sponsoring companies provided that sponsorship contracts are finalized early in the sales cycle.

COMMUNICATION CONSENT. By applying to exhibit in the 2010 Design-Build Conference & Expo, exhibiting organizations also consent to receive communications sent by or on behalf of DBIA, its related entities, and all partners and contractors related to the 2010 Design-Build Conference & Expo. Exhibiting organizations consent to receive communications of all types and via all methods, including facsimile (at any and all phone numbers), regular mail (at any and all addresses), express delivery services (at any and all addresses), telephone (at any and all phone numbers), and email (at any and all email addresses). Regarding above described communications, exhibiting organizations waive any right or claim made under the Federal Communications Commission (FCC) Federal Telephone Consumer Protection Act, or any other statute. This consent covers a period of twenty-four (24) months from date of application contract submission.