

# NATPE WELCOME TO NATPE 2009

# 09 EXHIBIT SPACE APPLICATION

46th Annual NATPE Conference & Exhibition, January 27-29, 2009  
Mandalay Bay Resort & Convention Center, Las Vegas

**THIS IS NOT A  
REGISTRATION FORM.**

**You will receive  
instructions for  
online exhibitor  
registration.**

**Company Information** (This will be reflected in the 2009 *Show Guide*. To be included in the *Show Guide*, your contract & show information **MUST BE RECEIVED BY DECEMBER 1, 2008.**)

COMPANY		
HEADQUARTERS OR MAIN ADDRESS		
CITY/POST CODE	STATE/ZIP CODE	COUNTRY
PHONE (INTERNATIONAL INCLUDE COUNTRY CODE)	FAX	
E-MAIL	URL	

**Please check this box if other companies will share your exhibit space. See Section 4.**

**Exhibition Contact** Address & Contact Name of the person who should receive all NATPE exhibition-related materials for the NATPE 2009 exhibition.

EXHIBITION CONTACT NAME		
EXHIBITION CONTACT TITLE		
ADDRESS (IF DIFFERENT FROM ABOVE)		
CITY/POST CODE	STATE/ZIP CODE	COUNTRY
PHONE (INTERNATIONAL INCLUDE COUNTRY CODE)	FAX	
E-MAIL		

## 2009 Corporate Membership Contact

VOTING MEMBER CONTACT NAME (Address & Contact Name of the person who should receive all NATPE Voting Member-related materials.)		
VOTING MEMBER CONTACT TITLE		
ADDRESS (IF DIFFERENT FROM ABOVE)		
CITY/POST CODE	STATE/ZIP CODE	COUNTRY
PHONE (INTERNATIONAL INCLUDE COUNTRY CODE)	FAX	
E-MAIL		

**Type of Company** – Please indicate up to three company types (#1 being the primary area of your business)

A. Advertising/Media Buyer-Planner/Ad Agency	H. Distributor/Syndicator/Rights Holder	N. Libraries/Stock Footage	1. _____ 2. _____ 3. _____
B. Association/Foundation/Non-profit	I. Editing/Post-Production	O. Licensing/Merchandising	
C. Broadcast Network	Facilities/Equipment/Location	P. Marketing/Market Research/Ratings	
D. Cable System/MSO/DBS	J. Graphics/Special Effects	Q. Music/Sound/Sound Effects	
E. Cable/Satellite Network	K. Home Entertainment/DVD	R. New Media	
F. College/University/School	L. Independent Producer/Content Producer	S. Publications	
G. Consultant/Professional/Legal/Financial Services	M. Internet/TV/Broadband/Digital/Mobile/VOD/HDTV	T. TV Stations/Group Owners/Reps	

1	EXHIBIT FLOOR Options & Fees
	<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p><input type="checkbox"/> <b>STANDARD EXHIBIT SPACE</b> (200 sq. ft./18 sq. meters <u>minimum</u>) (20x10) – <i>FLOOR SPACE ONLY</i></p> <p>1a. _____ ft. (FRONTAGE) <b>X</b> _____ ft. (DEPTH) = _____ TOTAL SQ. FT.</p> <p>1b. _____ (TOTAL SQ. FT.) <b>X</b> 28.00 (RATE) = <span style="border: 1px solid black; padding: 2px;">TOTAL EXHIBIT FEE \$</span></p> </div> <div style="width: 25%; background-color: #f0f0f0; padding: 5px;"> <p><b>RATES – Floor Space</b></p> <p><input type="checkbox"/> \$28.00 PSF</p> </div> </div>
<p>Please note: Standard exhibit floor options include four <b>(4)</b> complimentary registrations per 100 sq. ft./9 sq. meters. Maximum of 60.</p>	
	<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p><input type="checkbox"/> <b>SPECIALTY PAVILION*</b> (100 sq. ft./9 sq. meters <u>minimum</u>) (10 x 10 unit)</p> <p>This package consists of 10 x 10 units and includes booth furniture, material handling up to 600 lbs. per 100 sq. ft., header sign, etc.</p> <p><b>If selecting this option, please indicate pavilion type:</b></p> <p><input type="radio"/> British   <input type="radio"/> New Media/Tech Zone   <input type="radio"/> IFTA   <input type="radio"/> Independent Producer   <input type="radio"/> Kids Zone   <input type="radio"/> Canada</p> <p>* Last day to book pavilion space - December 1, 2008</p> </div> <div style="width: 25%; background-color: #f0f0f0; padding: 5px;"> <p><b>RATES – Packages</b></p> <p><input type="checkbox"/> PAVILION RATE \$42.00 PSF</p> </div> </div>
	<div style="display: flex; justify-content: space-between;"> <div style="width: 70%;"> <p><input type="checkbox"/> <b>COMPLETE BOOTH PACKAGE</b> (200 sq. ft./18 sq. meters <u>minimum</u>) (20 x 10 unit)</p> <p>This package consists of 20 x 10 units and includes booth furniture, material handling up to 600 lbs. per 200 sq. ft., header sign, etc.</p> <p>1c. _____ ft. (FRONTAGE) <b>X</b> _____ ft. (DEPTH) = _____ TOTAL SQ. FT.</p> <p>1d. _____ (TOTAL SQ. FT.) <b>X</b> _____ (Rate) = <span style="border: 1px solid black; padding: 2px;">TOTAL EXHIBIT FEE \$</span></p> </div> <div style="width: 25%; background-color: #f0f0f0; padding: 5px;"> <p><b>RATES – Packages</b></p> <p><input type="checkbox"/> COMPLETE BOOTH PACKAGE \$40.00 PSF</p> </div> </div>
<p>Please note: Package exhibit floor options include four <b>(4)</b> complimentary registrations per 100 sq. ft./9 sq. meters. Maximum of 60.</p>	

2	SHARING FEES
	<p>PLEASE COMPLETE:   <b>2a.</b> Please list companies that will share your exhibit space: _____</p> <p>                                  <b>2b.</b> Please indicate the name of the primary exhibiting company: _____</p> <p>                                  <b>2c.</b> <input type="checkbox"/> <b>SHARE FEE: \$1,500.00 (includes one 2009 corporate membership)</b></p> <ul style="list-style-type: none"> <li>An exhibit space application will be required for each joint venture or partnership sharing the same floor space or the same suite with a primary exhibitor. No Exhibitor shall assign, sublet or share the whole or any part of their space/suite or assign any of their other rights under this agreement, without the written consent of NATPE/Show Management. Neither shall any Exhibitor delegate any of its duties under this agreement without the written consent of NATPE/Show Management.</li> <li>Any unapproved shares will be subject to this fee on site or exhibit will be removed at the Exhibitor's expense.</li> <li>Share fee is \$1,500. This includes one corporate membership, a separate program listing and one complimentary registration.</li> </ul>

NOTES: FOR NATPE USE ONLY

Company Name \_\_\_\_\_

<b>3 TOTAL FEES SUMMARY</b>		
<b>Exhibit space will not be reserved without a 50% minimum deposit of exhibit fees &amp; 100% of membership fee due upon submission of signed contract, with full balance due on or before November 7, 2008. Contracts submitted after November 7, 2008 must be paid in full &amp; will be confirmed based upon space availability.</b>		
<b>EXHIBIT FEES</b>		
3a. Exhibit fees total	3a.	
3b. <b>2009 CORPORATE MEMBERSHIP FEE</b> <small>This fee must be paid in full with your contract/deposit. Membership dues are non-refundable. This fee DOES NOT APPLY TO SHARE COMPANIES which have membership built in to the member share rate.</small>	3b.	\$600
3c. <b>SHARE FEES – Total from BOX 2</b> <small>Share fee must be PAID IN FULL with your contract.</small>	3c.	
3d. <b>50% DEPOSIT DUE WITH SIGNED CONTRACT</b> <small>(Calculate 50% of Exhibit Fees Total (Item 3a) and 100% of membership fee (Item 3b) <b>FULL BALANCE DUE NOVEMBER 7, 2008</b></small>	3d.	
<b>SPECIAL ADVERTISING DISCOUNTS (Optional) – Only available with submission of signed exhibition space contract</b>		
3e. <input type="checkbox"/> Full Page 4-color Ad in the NATPE 2009 Show Guide (Standard Rate \$3,000)	3e.	\$2,500
3f. <input type="checkbox"/> Full Page 4-color Ad in NATPE Daily (Standard Rate \$4,000)	3f.	\$3,500
3g. <input type="checkbox"/> 60-second spot on Video Wall (A \$2,500 value. Available until November 7, 2008)	3g.	\$2,000
<b>TOTAL</b>		▶

<b>4 PAYMENT</b>											
<b>All fees shall be paid in U.S. funds drawn on a bank located in the U.S. No refunds after November 7, 2008 In the event of cancellation with a refund due, NATPE will retain a \$500.00 administration fee.</b>											
<p><b>CHECKS</b> Please make payable to NATPE in U.S. dollars drawn on a U.S. bank. There will be a \$35.00 fee for all returned checks.</p> <p><b>WIRE TRANSFERS</b></p> <ul style="list-style-type: none"> <li>Must include a \$35.00 processing fee in addition to exhibition fees.</li> <li><b>Your banking institution must use the same Company name listed on your Exhibition Contract as the "Originator" name on your wire:</b></li> <li>Financial Institution:           <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">City National Bank</td> <td style="width: 50%;">Bank Routing Number: 122016066</td> </tr> <tr> <td>Head Office Branch</td> <td>Name of Account: NATPE, Inc.</td> </tr> <tr> <td>555 South Flower Street,</td> <td>Account Number: 112824804</td> </tr> <tr> <td>21st Floor South</td> <td>SWIFT: CINAUS6L</td> </tr> <tr> <td>Los Angeles, CA 90071</td> <td></td> </tr> </table> </li> </ul>	City National Bank	Bank Routing Number: 122016066	Head Office Branch	Name of Account: NATPE, Inc.	555 South Flower Street,	Account Number: 112824804	21st Floor South	SWIFT: CINAUS6L	Los Angeles, CA 90071		<p><b>CREDIT CARDS</b></p> <ul style="list-style-type: none"> <li>Type of Card: <input type="radio"/> VISA <input type="radio"/> AMX <input type="radio"/> MC <input type="radio"/> Discover</li> <li>Credit Card Number: _____</li> <li>Expiration Date: _____ Total Fees Summary Amount: \$ _____</li> <li>Name on card: _____</li> <li>Signature of cardholder: _____</li> <li>Billing Address: _____</li> </ul> <p><b>PLEASE NOTE: checks and wire transfers must be received by Friday December 19, 2008. After that date only Credit Cards or Cashier's Checks will be accepted.</b></p>
City National Bank	Bank Routing Number: 122016066										
Head Office Branch	Name of Account: NATPE, Inc.										
555 South Flower Street,	Account Number: 112824804										
21st Floor South	SWIFT: CINAUS6L										
Los Angeles, CA 90071											

**PLEASE SEND COMPLETED CONTRACT AND PAYMENT TO:  
NATPE Exhibition Department, 5757 Wilshire Blvd., Penthouse 10, Los Angeles, CA 90036 or Fax: 310-453-3398**

Please accept this application for membership and exhibit space at the 46th Annual NATPE Program Conference & Exhibition. EXHIBITOR FULLY UNDERSTANDS THAT THIS FORM SHALL BECOME A BINDING CONTRACT UPON NATPE'S ACCEPTANCE AND SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH HEREIN. EXHIBITOR ALSO ACKNOWLEDGES RECEIPT OF TERMS AND CONDITIONS OF CONTRACT BY THE AFFIXED SIGNATURE.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NATPE dues are not deductible as a charitable contribution for federal income tax purposes, but may be deductible as a business expense. NATPE does not participate in lobbying activities on behalf of its members.

## NATPE Terms and Conditions of Contract

**1. PAYMENTS AND CANCELLATIONS.** Exhibitor's full and timely compliance with the payment schedule set forth is of the essence. NATPE will honor Exhibitor's request for cancellation only if in writing and will refund monies paid by Exhibitor to NATPE at the time of NATPE's receipt of such cancellation request received on or before November 7, 2008. In the event of cancellation, NATPE will retain a \$500 administration fee. No refund after November 7, 2008. If contract is received after November 7, 2008 and space is cancelled, there will be no refund.

**2. ELIGIBILITY; ASSIGNMENT OF SPACE.** NATPE shall have the sole right to determine the eligibility of any Exhibitor, conference attendee, exhibition or material for inclusion at the Conference, in accordance with its rules and regulations. Exhibitor acknowledges that, while NATPE will attempt to comply with all exhibitor's preferences, the location and dimensions of Exhibitor's exhibit space shall be determined by NATPE in its sole good faith discretion, and such space shall be assigned on an "as available" basis.

**3. DELIVERY/SET-UP/EXHIBITION/TEAR-DOWN.** Hours and dates for access to the Mandalay Bay Resort & Convention Center, Las Vegas and for delivery, set-up, exhibition and tear-down shall be specified by NATPE. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material as and when required. NATPE will provide Exhibitor with a more open detailed schedule with respect to delivery, set-up, exhibition and tear-down prior to the start of the Conference.

**4. LIMITATION OF LIABILITY.** Exhibitor hereby expressly releases NATPE and its consultants, agents, directors, employees, licensees and assigns from any claims for the loss, theft, or damage to Exhibitor's property arising out of the Conference, including loss, theft or damage arising out of the negligence of NATPE or its consultants, agents, directors, employees, licensees and assigns. In no event shall NATPE or its consultants, agents, directors, employees, licensees or assigns be liable to Exhibitor for any consequential commercial damages arising out of any aspect of this Agreement or the Conference. Exhibitor acknowledges that NATPE, its consultants, agents, directors, employees, licensees and assigns, and the operators of the Mandalay Bay Resort & Convention Center, (collectively, "Operator"), do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

**5. SECURITY.** NATPE will retain a qualified protection agency to provide security services in the exhibition areas of the Mandalay Bay Resort & Convention Center during the Conference. NATPE assumes no liability or other responsibility in connection with the provision of security services by such protection agency or any services furnished by Operator or any third party.

**6. DEFAULT IN OCCUPANCY.** Failure by Exhibitor to occupy its exhibition space shall not relieve Exhibitor of its obligations hereunder. If such space is not occupied by the time set for completion of installation of exhibits, such space may be occupied and/or used by NATPE for such purposes as it may deem advisable.

**7. SUB-LEASING/SHARING.** Exhibitor shall not sublet, assign or share its exhibit space or any portion thereof without the prior written approval of NATPE, which it may withhold in its sole discretion.

**8. EXHIBITOR'S RESPONSIBILITY.** Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and save NATPE and Operator and their respective consultants, agents, directors, employees, licensees and assigns harmless from and against all claims, losses and damages to persons or property governmental charges of fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or the use of the Mandalay Bay Resort & Convention Center or part thereof negligently or otherwise, excluding any such liability caused by the sole negligence of Operator or its employees and agents.

**9. DISPLAY SPECIFICATIONS AND ACTIVITIES.** No pipe and drape is allowed. All in-line exhibit spaces must be enclosed on three sides with 8' walls. All wall surfaces that face the aisles and are exposed to view must enhance Exhibitor's display and shall not be unsightly. Signs or displays used by the Exhibitor must not exceed 8' in height. Exhibitors are not allowed to hang graphics on back walls that extend above the booth they back. Exhibitor shall not conduct any activities in aisles or in space other than Exhibitor's exhibit space. Exhibitor's representatives wearing distinctive costumes or carrying banners or signs separately as part of their apparel must remain in Exhibitor's exhibit space. The operation by Exhibitor of games of chance or lottery devices, or the actual or similar pursuit of any recreational pastimes, is permitted only upon written consent of NATPE, which may be withheld for any reason. All sound amplification devices and other sound producing equipment and activities of Exhibitor shall be limited to reasonable volume levels which shall not project beyond the boundaries of Exhibitor's exhibit space or otherwise interfere with Conference activities. NATPE shall have the right to ban or eject Exhibitor from the Conference and/or close Exhibitor's exhibit for failure to comply with any provisions of this Agreement.

**10. BOOTH REPRESENTATIVE.** Exhibitor's booth representatives shall be restricted to Exhibitor's employees. Booth representatives shall at all times wear badges and/or identification by NATPE.

**11. SAMPLES; SOUVENIRS; SALES.** Exhibitor may distribute samples, souvenirs, brochures, etc., only from within Exhibitor's exhibit space. Sales of such items or any other materials shall be prohibited. NATPE shall have the right to prohibit sample distribution or other activities which, in NATPE's judgement, interfere with the Conference.

**12. FAILURE TO HOLD CONFERENCE.** Should any act of God or other contingency prevent NATPE from holding the Conference, NATPE shall refund the Exhibition Fee theretofore paid by Exhibitor; provided that NATPE shall be entitled to retain such part of said fee as shall be required to recompense NATPE for expenses incurred prior to cancellation, and NATPE shall have no other liability to exhibitor.

**13. INSURANCE COVERAGE.** It is the essence hereof that the Exhibitor will, at its own expense, procure and maintain in force during the term of installation, exhibition, dismantling and use of the Conference exhibition area, the following primary insurance coverage.

(a) Workman's Compensation and Employer's Liability insurance required by the laws of the State of Nevada, the State of Hire, and any other applicable law. The limits under the Employees Liability Section shall be in the amount of \$1,000,000 per accident.

(b) Commercial General Liability insurance and Contractual Liability insurance insuring and specifically referring to Exhibitor's contractual liability as set forth herein, with limits in no event less than \$1,000,000 each occurrence Combined Single Limit for bodily injury and property damage, and including coverage for personal injury, operation of mobile equipment, products and liquor liability. Exhibitor will cause each of its contractors, including any independent labor contractors engaged in performance of work at the Convention, to procure and throughout the period during which such contractor continues to be so engaged, to maintain in full force and effect insurance as specified above in this subparagraph (b).

(c) If applicable, Automobile Liability insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicle, including loading and unloading.

(d) Exhibitor will include NATPE, Operator, the City of Las Vegas and their respective members, consultants, agents, directors, employees, licensees and assigns, as additional named insurers in all insurance policies referred to in this paragraph 13. All such policies shall specify that coverage may not be terminated except upon sixty (60) days prior written notice to NATPE, and to Operator, and shall also provide the Exhibitor and insurer shall have no right of recovery or subrogation. All such policies shall be placed with carriers with a rating of "A-" or better by A.M. Best & Co.

(e) Not later than December 19, 2008, Exhibitor shall provide NATPE with certificates of insurance in duplicate which certify that the required insurance coverage specified herein has been obtained and is fully paid. With limiting NATPE's remedies hereunder, in the event that Exhibitor has failed to provide NATPE with any such certificates of insurance on or before such date, NATPE shall have the right (but not the obligation) to obtain such additional insurance coverage on Exhibitor's behalf and to require Exhibitor to pay an amount equal to NATPE's additional costs (including any additional premiums and a reasonable administration charge) in connection with obtaining such coverage. Higher limits of insurance coverage may be required upon review of booth specifications.

(f) An insurance company authorized to transact business in the State of Nevada must issue the insurance coverage required.

**14. OTHER MATTERS.** Any matters not specifically covered in the Agreement shall be resolved by NATPE in its sole good faith discretion.

**15. APPLICABLE LAWS, RULES AND REGULATIONS.** Exhibitor shall comply with all applicable laws, rules and regulations of governing authorities (including without limitation all applicable fire regulations), as well as any and all present and future rules, regulations and schedules of which it has notice promulgated by NATPE and/or Operator regarding the planning, construction, maintenance and removal of exhibitions and the occupancy of exhibition areas at the Conference, including the Rules and Regulations as set forth in the Exhibitor's Service Manual and periodical updates. Such rules, regulations and schedules may be amended from time to time by NATPE or Operator, and Exhibitor shall comply with any and all such amendments.

**16. NOTICES.** All communications hereunder shall be in writing and shall be sent by mail, facsimile, or e-mail to the addresses listed herein; provided however, that the Conference, such communications must be delivered by hand to Exhibitor or NATPE at the Mandalay Bay Resort & Convention Center, Las Vegas.

**17. MISCELLANEOUS.** This Agreement is the sole and exclusive binding agreement between the parties hereto, shall replace all other written or oral agreements between the parties with respect to the subject matter hereof and may not be modified except in a writing signed by both parties hereto. This Agreement shall be construed under the laws of the State of California applicable to agreements entered into and to be wholly performed therein. The captions included herein are for convenience only and shall have no substantive effect. Any actions or proceedings of whatsoever kind or nature, with respect to or arising out of this Agreement shall, if brought by either party hereto, be instituted and tried only in the federal or state courts located within the State of California and each party hereto waives any right to cause such action or proceedings to be instituted or tried elsewhere. In any such action or proceeding, service of process upon either party hereto may be accomplished by sending such process in the manner specified herein for the giving of notice to such party and such party shall be considered as having consented and submitted to the jurisdiction of the court in which such action or proceeding shall have been instituted.

**18. MUSIC LICENSING AND USE OF COPYRIGHTED OR TRADEMARKED WORKS:** Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Show. Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at Show related activity unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, defend and hold harmless NATPE, the Mandalay Bay Resort & Convention Center and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements of copyright, patent or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party.

**19. ADA COMPLIANCE:** The Exhibitor shall have the sole responsibility for ensuring that its exhibit space is in full compliance with the Americans with Disabilities Act and any regulations under the Act. The Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless, defend and indemnify NATPE and its directors, officers, employees, agents and representatives against any claims, damages, loss or exposure, including reasonable attorney's fees and costs, arising out of or related to any ADA violation or alleged ADA violation.

For more information, visit [www.natpe.org](http://www.natpe.org)

Tel: 310-857-1610 / E-mail: [exhibitinfo@natpe.org](mailto:exhibitinfo@natpe.org)