



Exhibitor/ Advertiser Contract

Make check payable and mail to:
Professional Training Institution
PO Box 6302, Evansville IN 47719
800-293-0784 ext 308
812-422-8390 ext 308
Fax 812-422-8099
EIN 35-1857339

Application is hereby being made by the undersigned, hereinafter referred to as EXHIBITOR this ____ day of _____, 2002 for exhibit space, advertising, or sponsorship in the "6th Annual 2002 Tri-State Construction Expo" to be held at the National Guard Armory, Evansville, IN, hereinafter referred to as The Armory; on Tuesday, November 19, 2002 through Thursday, November 21, 2002; said exposition to be produced and managed by Professional Training Institution, hereinafter referred to as MANAGEMENT.

For such exhibit space, EXHIBITOR will require _____ 10' x 8' booth(s) and agrees to pay \$ _____ and the booth(s) is/are desired at the following numbered location(s). MANAGEMENT reserves the right to reassign booths other than below when and where necessary.

<input type="checkbox"/> Booth(s): 1 st Selection: _____ 2 nd Selection: _____ 3 rd Selection: _____	Exhibit and/or Table Top	\$	
<input type="checkbox"/> Gold Package <input type="checkbox"/> Silver Package <input type="checkbox"/> Table Top Distribution	Distribution Total	\$	
<input type="checkbox"/> Program Ad (size _____) <input type="checkbox"/> Registration Ad (size _____)	Table(s) Total	\$	
<input type="checkbox"/> Sponsorship (Classroom T W R Room # _____) <input type="checkbox"/> Hot Leads Computer File	Subtotal	\$	
<input type="checkbox"/> Table Exchange (6' instead of routine 8' additional cost for each)	5% Indiana Sales Tax	\$	
<input type="checkbox"/> Additional Table (quantity: ___ 6' ___ 8' additional cost for each)	Subtotal	\$	
Date Due: _____, _____	Advertising, Sponsorship(s), and/or Hot Leads Total	\$	
Company (use upper & lower case letters exactly as name should appear in all publications)	TOTAL	\$	

Information for Publication (Web, Program, etc.)

Address _____

City _____ State _____ ZIP _____

Phone _____ ext _____
 Fax _____

Web Site http://www. _____

Email _____

For Primary Contact

Name _____
 Address _____

City _____ State _____ ZIP _____

Phone _____ ext _____
 Fax _____
 Cellular _____
 Email _____

EXHIBITOR agrees to abide by the terms of this agreement and the official "Terms and Conditions" as set forth on page 2 of this agreement and made a part there of as if copied in full herein. The person(s) signing this document expressly represents and warrants to MANAGEMENT that he or she is authorized by Company to execute this Agreement.

Accepted on _____ Accepted on (date) _____
 By _____ for PTI By (signature) _____
 Kevin Heil, Expo Coordinator Printed Name & Title _____

Fifty percent (50%) of total fee is due upon submission of application. Balance must be paid on or before September 13, 2002. **Make checks payable to: Professional Training Institution.** The enclosed deposit amount will be refunded if this application is not approved and accepted by MANAGEMENT.

Charge (circle one): VISA MC DISCOVER AM EXPRESS Card # _____
 Expiration Date ____/____/____ Name on Card _____ Signature _____

For MANAGEMENT use only

Cost: \$ _____ Booth(s) Assigned: _____ Dep: \$ _____ Method _____ Date: _____ Bal: \$ _____ Method _____ Date: _____

6th ANNUAL 2002 TRI-STATE CONSTRUCTION EXPO Terms and Conditions

In consideration of the mutual covenant and agreements hereinafter set forth, it is hereby understood and agreed by and between the parties hereto as follows:

1. Upon MANAGEMENT'S approval of this application and the receipt of payment in full by EXHIBITOR of the fees charged herein, MANAGEMENT hereby grants to EXHIBITOR the right to occupy and use for display and information purposes, subject to all the terms and conditions of the agreement, that portion of the display area of The Armory assigned by MANAGEMENT. It is further agreed that the conditions, rules, and regulations printed on this agreement or any attachments hereto, and in the exhibitors' manual, as any of such may be amended from time to time, are made a part hereof as though fully incorporated herein, and EXHIBITOR agrees to be bound by such.
2. A 50% deposit of the total exhibit fee is due at the time of the signing of this agreement. The fees charged herein must be paid in full on or before September 13, 2002. In the event payment in full is not received by this date, EXHIBITOR agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to MANAGEMENT. EXHIBITOR further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees. In the event payment in full is not received by September 13, 2002, MANAGEMENT reserves the right to cancel this agreement and any payments made are non-refundable.
3. Cancellation of space and any refund is subject to the following conditions. Refunds of deposit will be made if written notice of cancellation is received by MANAGEMENT thirty (30) days prior to the first day of the trade show and if MANAGEMENT is able to resell this exhibit space.
4. EXHIBITOR agrees not to assign, sublet, or apportion space or any part thereof allotted to it, or to exhibit, advertise, or offer for sale goods other than those manufactured or sold by it in the regular course of business, unless approved by MANAGEMENT. Booth representatives shall be restricted to EXHIBITOR'S employees and their authorized representatives as approved by MANAGEMENT.
5. In the event the EXHIBITOR is unable to occupy its designated display area by 5:00 p.m. on Monday, November 18, 2002, MANAGEMENT shall have the right to use said display area for the period provided to suit its own convenience, including selling the space to another exhibitor, without any rebate or allowance to the EXHIBITOR herein designated. MANAGEMENT assumes no responsibility for having included the name of the canceled EXHIBITOR or descriptions of its products in the show program, brochures, or other materials.
6. In the event the premises of The Armory shall be destroyed or damaged, or if the show fails to take place as scheduled or is interrupted and/or discontinued or re-sited or access to the premises is prevented or interfered with by reason of fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott, or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition, or commandeering of necessary supplies or equipment; local, state, or federal laws, ordinances, rules, orders, decrees, or regulations whether legislative, executive, or judicial, and whether constitutional or unconstitutional; or acts of God, this contract may be terminated by MANAGEMENT. Further, the MANAGEMENT specifically reserves the right to cancel this agreement for any reason and in its sole discretion. In the events of such termination as heretofore set forth, the EXHIBITOR specifically waives any and all damages and claims for damages and agrees that the sole responsibility of MANAGEMENT shall be to return to each EXHIBITOR their booth expenses less their prorated share of all costs and expenses incurred and committed by MANAGEMENT.
7. All exhibits must be installed before 5:00 p.m. on Monday, November 18, 2002. Removal, storage and return of crates will be at the EXHIBITOR'S expense. **Dismantling will start only after the close of the show at 1:00 p.m. on Thursday, November 21, 2002.** The display booth shall be continuously open to the show attendees by an agent or employee of the EXHIBITOR during all show hours. All exhibits must be removed from the building and premises by 4:00 p.m. Thursday, November 21, 2002.
8. EXHIBITOR shall arrange its display so it will utilize only the display area contracted for and in such manner as to recognize the rights of other EXHIBITORS and show visitors and to conform to the overall pattern which MANAGEMENT feels to be appropriate and non-objectionable to it in any manner or form. If EXHIBITOR fails to remove said objectionable display or aspect of said display MANAGEMENT has the right to remove same without liability to MANAGEMENT and at EXHIBITOR'S expenses.
9. EXHIBITOR will be liable for any damages caused by fastening fixtures, signs, or other materials to floors or walls of The Armory and for any damages to equipment furnished by MANAGEMENT or service suppliers designated by them.
10. EXHIBITOR agrees to keep his booth in a slightly condition. The EXHIBITOR agrees to remove excessive amounts of trash or waste materials during show hours. EXHIBITOR shall pay the costs of all trash removal, packing, waste removal or general clean-up incurred by MANAGEMENT due to EXHIBITOR'S failure to perform same.
11. The aisles belong to the show and may not be used by an EXHIBITOR. All business must be conducted within the display area. No exhibit or advertising matter will be allowed to extend beyond the space allotted to the EXHIBITOR. No EXHIBITOR'S product, equipment or booth construction may be so placed as to exclude the view of the neighboring exhibitors from visitors passing through the aisles as determined by MANAGEMENT. **STANDARD DISPLAY HEIGHT: ALL BACKWALLS AND DISPLAYS SHALL NOT EXCEED 8 FEET IN HEIGHT (EXCEPT IN PERMITTED LOCATIONS). SIDES MAY EXTEND FORWARD A MAXIMUM OF 4 FEET AT 8 FEET HIGH AND THE REMAINING 4 FEET AT 4 FEET HIGH UNLESS APPROVED BY MANAGEMENT.** Machinery and equipment are exempt from height limitations, must be set within exhibit booth space, and subject to MANAGEMENT approval.
12. EXHIBITOR agrees MANAGEMENT retains the right to change an assigned booth location as MANAGEMENT deems necessary.
13. EXHIBITOR will comply with all laws, ordinances, rules, or regulations and specifically all safety, fire, and health ordinances, regarding installation and operation of equipment, and will obtain and pay for bodily injury liability and property damage insurance in the minimum amount of \$1,000,000 for bodily injury and \$50,000 property damage. All display, exhibit materials, and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents. EXHIBITOR is responsible for complying with any and all rules, regulations, and laws for their activities while on the premises of The Armory.
14. MANAGEMENT and The Armory shall not be responsible for any damage or injury that may occur to the EXHIBITOR or the EXHIBITOR'S agents, employees, show visitors or to EXHIBITOR'S property from any cause whatever, including theft, during the period covered by this agreement: **AND THE SAID EXHIBITOR HEREBY EXPRESSLY RELEASES SAID MANAGEMENT AND THE ARMORY FROM AND AGREES TO INDEMNIFY IT AGAINST ANY AND ALL CLAIMS FOR SUCH LOSS, DAMAGE, OR INJURY.** EXHIBITOR should insure all display materials. Further, in the event, MANAGEMENT or The Armory shall be held responsible or liable for any event which might result from the EXHIBITOR'S action or failure to act in any manner whatsoever, the EXHIBITOR shall indemnify MANAGEMENT and The Armory and hold MANAGEMENT and The Armory harmless from liability resulting therefrom.
15. The show is produced and is the property of MANAGEMENT, and MANAGEMENT will provide all show management functions and establish all show policies. MANAGEMENT reserves photographic rights to the show, seminars, demos, and related activities of the Expo. EXHIBITOR agrees that MANAGEMENT has the right to use photographs which may include EXHIBITOR'S product, logo, name, employees, or other likeness related to EXHIBITOR in promotion of the Expo, PTI, or other use deemed acceptable by MANAGEMENT.
16. In the event the EXHIBITOR fails or refuses to comply with the terms and conditions of this agreement or with instructions given by MANAGEMENT in accordance with the terms and conditions of this agreement, then and in such event, the MANAGEMENT shall have the right to cancel this agreement and remove the EXHIBITOR and its display, merchandise and other assets from the show and display area at the EXHIBITOR'S expense. EXHIBITOR waives any right to prior notice of such removal from the premises and agrees to abide by the decision of the MANAGEMENT as to any reasonable interpretation of the terms and conditions of this agreement.
17. MANAGEMENT reserves the right to remove from the building all EXHIBITOR'S effects remaining in the building after the time specified, at the sole expense of the EXHIBITOR, and to store the same at the sole expense of the EXHIBITOR and without any liability therefore on the part of the MANAGEMENT. Further, MANAGEMENT shall have the right to sell said property stored within ten days from the date it sends notice to EXHIBITOR that MANAGEMENT has possession of said property and all funds from the sale of said property shall be solely MANAGEMENT'S in the form of liquidated damages and not by any way of penalty.
18. Advertising and Sponsorships All advertising and sponsorships are non-cancelable and non-refundable. In the event of cancellation, ADVERTISER/SPONSOR is still responsible for full payment. MANAGEMENT reserves the right to reallocate such advertising/sponsorship space at their discretion.
19. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of MANAGEMENT. MANAGEMENT shall have full power in the matter of interpretation, amendment, and enforcement of all said rules and regulations.