

EXHIBIT SPACE APPLICATION & CONTRACT

Oct. 20-23 ▪ Orlando
ASA Convention & Expo

Exhibitor Representative

Company name _____
 Contact name _____ Title _____
 Address (no PO boxes) _____
 City, state, ZIP Code +4 _____
 Phone _____ Fax _____
 E-mail _____

I am the official representative of the exhibitor company and have the authority to act on behalf of the company in all matters relating to Staffing World 2009 and the ASA expo. I understand that all information regarding the expo will be sent only to me, and that it is my responsibility to provide the information to other persons within the company, as necessary. I understand that this application and the exhibit space terms and conditions included with this application together will constitute the agreement between the exhibitor and ASA upon acceptance of the application by ASA. The exhibitor agrees to abide by all terms and conditions of the agreement.

Signature _____ Date _____

Booth Selection

Return this form by **Feb. 27** to participate in the ASA priority point booth selection system. List your preferred booth location (see enclosed floor plan).

1. _____
2. _____
3. _____

If there are companies you would prefer to not be near, please list them here. ASA will honor such requests as much as possible.

1. _____
2. _____
3. _____

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1. _____
2. _____
3. _____

Space Reservation

Standard exhibit space 10-foot-by-10-foot inline booth:	\$2,500 each x _____	booths = \$ _____
Premium exhibit space per 10-foot-by-10-foot standard booth add:	\$500 each x _____	booths = \$ _____
Island exhibit space 20-foot-by-20-foot booth:	\$16,800 each	\$ _____
Island exhibit space 20-foot-by-30-foot booth:	\$25,200 each	\$ _____
Island exhibit space 20-foot-by-40-foot booth:	\$33,600 each	\$ _____
<i>Nonmembers add 50%</i>		
	Total Due	\$ _____

Check enclosed (payable to American Staffing Association) or Charge to American Express MasterCard Visa
 Card number _____ Exp. date _____
 Cardholder name _____
 Billing address _____
 Signature _____ Date _____

Applications received without full payment and all four pages of this exhibit space application and contract with pages 2 and 3 initialed and dated and page 4 signed and dated will not be processed. Exhibitors are required to provide ASA with a certificate of insurance or an affidavit that it carries \$1 million in liability insurance applicable to its exhibiting at Staffing World 2009 by Sept. 1. ASA reserves the right to rearrange exhibit space or adjust the floor plan without notice.

Submission Information

Address questions, forms, and payment to the ASA sales office, by fax at 703-253-2053, by mail at American Staffing Association, 277 S. Washington St., Suite 200 Alexandria, VA 22314-3675; by phone at 703-253-2020, or by e-mail at sales@americanstaffing.net.
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Terms and Conditions

Staffing World is the site of the American Staffing Association expo, a trade show that provides an opportunity for businesses to market their products and services to the staffing industry. These terms and conditions have been developed to give each exhibitor an opportunity to present its products or services to the target audience. ASA endeavors to treat each exhibitor fairly and equitably.

Venue

Staffing World 2009 will be held Oct. 20–23, at the Orlando World Center Marriott Resort & Convention Center, 8701 World Center Dr., Orlando, FL 32821, phone 407-239-4200, fax 407-238-8777. The expo hall will open for visitors Oct. 20–22, with setup Oct. 19–20 and teardown Oct. 23–24. The official general service contractor is Hargrove Inc., One Hargrove Drive, Lanham, MD 20760, phone 301-306-9000, fax 301-306-9318.

Exhibit Space Applications

Any company that is an ASA associate member or eligible for associate membership may submit an application to exhibit at the expo. ASA will not accept applications from companies whose purpose in exhibiting is to recruit the regular employees of staffing firms, or to buy or sell staffing firm interests, franchises, or licenses. ASA has the right to approve or reject applications to exhibit and may reject or revoke any application if, in ASA's sole judgment, the applicant is not eligible to exhibit or the product or service is not appropriate for the expo. All applications must include full payment of the applicable booth fee plus any outstanding amounts due to ASA. Applications received without full payment and all four pages of this exhibit space application and contract with pages 2 and 3 initialed and dated and page 4 signed and dated will not be processed.

Space Assignments (Priority Points)

Space assignments are made based on the ASA priority point system. A company is awarded five points for each year as an ASA associate member since 1995, five points for each year as an ASA exhibitor

since 1998, five points for every \$1,000 contracted and fulfilled for advertising, and five points for every \$1,000 contracted for sponsorships with ASA from Feb. 28, 2008, to Feb. 28, 2009. If two or more exhibitors have the same number of priority points, then exhibit space will be assigned on a first-come, first-served basis according to the date the exhibit space rental application and payment were received by ASA. If two or more exhibitors have the same number of priority points and the applications were received on the same date, then the priority will be determined by lottery. When companies are merged, acquired, or bought, the point total of the company with the highest number of priority points will be treated as the point total of the combined entity. Exhibit space will be assigned according to the ASA priority point system for all companies whose exhibit space rental applications are received by Feb. 27. After that date, exhibit space will be assigned solely on a first-come, first-served basis. Companies whose applications are received after July 31 will not be included in the convention notebook. ASA reserves the right to rearrange exhibit space or adjust the floor plan in its own judgment to accommodate the best interests of the expo. The floor plan maintained by ASA shall be the official floor plan of the expo.

Subletting Space

No exhibitor shall assign, sublet, or apportion the whole or any part of the space assigned, or have representatives, equipment, or materials from companies other than its own in the exhibit space.

Cancellations of Exhibit Reservations

All exhibit cancellations must be made in writing and submitted to the ASA sales office via e-mail at sales@american-staffing.net, fax at 703-253-2053, or mail at American Staffing Association, 277 S. Washington St., Ste. 200, Alexandria, VA 22314-3675. Full refund of the booth fee will be made if the space reservation is cancelled on or before June 12. Fifty percent of the fee will be refunded if the space reservation is cancelled on or before July 31. No refunds will be given for cancellations after July 31 or for no-shows.

Admission to Expo Hall

Admission to the ASA expo will be by official ASA name badges only. Badges must be worn at all times, including during setup and teardown. All exhibitor personnel must register with ASA and pay appropriate fees. All registration fees must be paid in full in advance of entrance to the exhibit hall. Each 10-foot-by-10-foot exhibit space rental includes two complimentary expo registration packages. Additional exhibitor personnel will receive an exhibitor discount on any registration package. The complimentary expo registration packages and the exhibitor discount fees are available only to regular or temporary employees of the exhibitor or individuals retained or engaged by the exhibitor to attract or entertain attendees, and not to consultants, clients, or guests for whom the exhibitor is purchasing registrations. Consultants, clients, and guests of exhibitors must register with ASA and their appropriate fees must be paid in full in advance of entering the exhibit hall at anytime. Exhibitors may not occupy their exhibit space outside of scheduled exhibit hours, except during setup and teardown. Exhibit space may not be used as a meeting place outside of scheduled exhibit hours. During advanced setup, setup, and teardown hours, ASA work badges will be available for exhibitor personnel to enter the expo hall at the exhibitor registration desk. Instruct your workers and personnel to check in at the ASA exhibitor registration desk to receive work badges for access to the expo hall. Exhibitor personnel will be allowed to enter the expo hall 60 minutes prior to each exhibit session to set up or prepare their display. Exhibitor personnel must exit the expo hall within 30 minutes of the stated close of the show on each day, except for teardown.

Setup

Shipments of displays and exhibit materials arriving before the setup day must be sent to Hargrove Inc., and must arrive prepaid. No shipments will be accepted at the show site before the setup day. Exhibitors will be solely responsible for any and all charges related to the shipment and handling of freight delivered to and from the service

I have read the terms and conditions and agree to abide by them. Initials of exhibitor representative: _____ Date: _____

contractor or the show site. Hargrove Inc. provides freight handling service. Exhibit material, packages, and shipments cannot be received at the Orlando World Center Marriott Resort & Convention Center unless deliveries are made on move-in days. Otherwise, deliveries will be returned to the shipper at the exhibiting company's expense. If erection of any crated exhibit has not been started at least one hour before the opening of the expo and no arrangement for setup has been made, ASA shall order the exhibit to be erected and the exhibitor shall pay all charges incurred. ASA shall not be liable for any damages that may occur during exhibit setup. Any space not claimed and occupied by 2 p.m. on Tuesday, Oct. 20, for which no special arrangements have been made, may be reassigned by ASA without obligation on the part of ASA for any refund whatsoever. All displays must be in place and display materials, cartons, and refuse removed from the aisles by 3 p.m. on Tuesday, Oct. 20. The times for setup day, claiming of exhibit space, and completion of installation are tentative and subject to change at ASA's discretion.

Teardown

An exhibitor shall not dismantle its display or begin teardown before the close of the ASA expo. If an exhibitor begins teardown before the expo close, that exhibitor will be penalized and charged an additional 20% of its booth rental charges. Exhibitor agrees to dismantle its display as soon as practical after the close of the ASA expo on Thursday, Oct. 22, at 4 p.m. In no event shall an exhibitor allow its display materials to remain in the exhibit areas after 8:30 p.m. on Thursday, Oct. 22. The times for the closing of the expo, the beginning of teardown, and the vacating of the hall are tentative and subject to change at ASA's discretion. If such display materials remain on the premises after such time, ASA may remove same, and exhibitor shall be liable for any fees and agrees to pay all costs for dismantling and storage. ASA shall not be liable for any damage to the display or materials due to their removal or storage. An exhibitor representative must remain in the exhibit area until the exhibitor's display materials are secured. All products are to be securely packed before leaving the expo hall. ASA and Hargrove Inc. cannot

assume responsibility for any exhibit materials left unattended in the exhibit hall.

Exhibit Space Provisions and Regulations

Standard equipment provided by ASA for all inline 10-foot-by-10-foot exhibit space rentals includes an eight-foot-high curtain backwall, three-foot-high curtain sidewalls, and one seven inch-by-44-inch identification sign. ASA does not provide any standard equipment for 20-by-20-foot island space rentals or larger island booth space rentals. Additional furniture and services customarily required by exhibitors will be available for advertised fees from Hargrove Inc. or the Orlando World Center Marriott Resort & Convention Center, and will be fully explained in the exhibitor service manual, which Hargrove Inc. will provide to all exhibitors upon confirmation by ASA of reserved booth space. All inline and perimeter exhibits must be confined to a maximum height of 10 feet. All display fixtures over four feet in height must be confined to the area that is within four feet of the back line of the exhibit space or within a four-foot radius of the center point of an island. All island and booths 400 sq. ft. or larger must begin setup on Monday, Oct. 19. All island displays must be preapproved by ASA. Plans must be submitted to ASA's director of corporate alliances for review by July 31. Island exhibits 20-feet-by-20-feet or larger must be confined to a maximum height of 16 feet. Width of exhibit spaces shown on the official floor plan is measured from the center of side rails, and depth is the overall measurement from the face of the front post to the back of the rear post. Exhibit structures must be constructed to allow sufficient tolerance on all sides from curtain sidewalls and backwall. Exhibitors must allow ample room at the back of the booth for access to electrical wiring. At least 12 inches is recommended. All exhibits must be freestanding. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floor of the exhibit areas. No part of the display may be attached to the walls or floor of the exhibit areas, nor attached to or otherwise secured to the curtain backwall or sidewalls. In addition, no decals or other adhesive materials shall be applied or affixed to the walls, pillars, or floor of

the exhibit area. Hanging signs must be finished on all sides. Exhibitor must receive written permission from ASA to include a hanging sign as part of its display. Dollies, carts, and other such devices will not be permitted on the exhibit floor during exhibit hours without the written consent of ASA. ASA reserves the right to finish off any and all unsightly booth areas, including but not limited to unfinished backwalls, unfinished sidewalls, or exhibit displays, at the expense of the exhibitor.

Operation and Use of Exhibit Space

Exhibitors are not allowed to obstruct the view of, occasion injury to, or otherwise adversely affect the displays of other exhibitors. Exhibitor personnel may not enter the exhibit space of another exhibitor and at no time may enter an exhibit space that is not staffed, except their own. Exhibitors shall confine their activities to the exhibit space granted pursuant to the exhibit space rental agreement. Attendants, models, robots, and employees must confine their activities to the exhibit space occupied by the exhibitor. Exhibitors shall not, without consent of ASA, distribute or permit to be distributed any advertising matter, literature, souvenirs, or promotional material in or around the exhibit areas except from their own allotted exhibit space. Nonexhibitors may not distribute any advertising matter, literature, souvenirs, or promotional material in or around the exhibit areas. Exhibitors shall not post any sign or any description anywhere in the convention facility except within the confines of the exhibit space assigned. Exhibitors are responsible for all damages to property or persons caused by themselves or their personnel or contractors, including any misuse of any item distributed from their booth on a promotional basis to attendees. Should such damage occur, the exhibitor shall be liable to the person(s) injured or the owner of the damaged property. Exhibitor further agrees to indemnify and hold ASA harmless against any and all claims that may arise because of damage to persons or the premises caused by exhibitor or its employees, agents, or contractors. ASA is the final authority on all matters relating to operation and use of exhibit space.

I have read the terms and conditions and agree to abide by them. Initials of exhibitor representative: _____ Date: _____

Audiovisual Equipment

Video equipment; movie, LCD, or slide projectors; audio players; computers; or other sound equipment used in the exhibit space must be self-contained and fireproof. The sound on any audio equipment must be kept at a volume not to exceed that of normal conversation or 80 decibels. Such equipment must not interfere with neighboring exhibitors and must not exceed the height limitations of the exhibit space. Any video or computer display must be devoted exclusively to the business of the exhibitor. ASA will not be responsible for obtaining any audiovisual equipment needed. ASA reserves the right to restrict the use of glaring or irregular lighting effects. No exhibitor shall show any goods or apparatus in operation if noisy or objectionable to surrounding exhibitors or ASA. Exhibitors may not use the equipment in the Internet kiosks for product demonstrations.

Food and Beverage Service

Exhibitors may provide food and beverage service, when ample bussing is contracted, in their assigned exhibit space (with the exclusion of popcorn or alcoholic beverages) by arrangement with the Orlando World Center Marriott Resort & Convention Center's exclusive catering contractor, and are not permitted to bring outside food and beverage into the exhibit hall. Exhibitors should refer to the order form included in the exhibitor service manual distributed by Hargrove Inc.

Hospitality Functions and Suites

Staffing industry-related events, including educational, business, or social functions occurring from Oct. 20 to Oct. 24 in the Orlando World Center Marriott Resort & Convention Center and other ASA Staffing World Orlando hotels, must be approved in writing by ASA. No event may compete with official convention activities scheduled before 6 p.m., the welcome reception, the networking reception, or the grand bash.

Nonendorsement

The exhibiting of services, products, or equipment at the ASA expo does not constitute an endorsement by ASA of such services, products, or equipment. No

exhibitor is permitted to represent in any manner that its goods or services have been endorsed by ASA.

Fire Regulations

Exhibitors must conform to all standard fire codes of the host city. Exhibitors shall not allow their displays to block the view of, or impede access to, fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. The use of helium-filled balloons or inflated decorative devices is prohibited in the expo hall.

Security

ASA will provide security personnel in the exhibit hall during setup and teardown, and during the show. However, exhibitors that desire additional security to protect their individual property should coordinate with Orlando World Center Marriott Resort & Convention Center for approved security service providers before the expo.

Liability

ASA, Hargrove Inc., and the Orlando World Center Marriott Resort & Convention Center, and the officers, agents, employees, representatives, and/or individuals connected with these parties assume no responsibility for any loss or damage of exhibitor's property due to theft, vandalism, water, fire, accident, or any other causes. Each exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to the exhibitor's displays, equipment, and other property brought upon the premises of the show site, and shall indemnify and hold harmless ASA, Hargrove Inc., the Orlando World Center Marriott Resort & Convention Center, and any authorized representative, agent, or employee of the foregoing of any and all losses, damages, and claims from any cause whatsoever by reason of the use of the exhibit space by the exhibitor or its assigns. In holding the show, ASA does not act as agent of the exhibitor, Hargrove Inc., the Orlando World Center Marriott Resort & Convention Center, or any other party. Exhibitor will provide ASA with a certificate of insurance or an affidavit that it carries \$1 million in liability insurance

applicable to its exhibiting at Staffing World 2009 by Sept. 1.

Inability to Exhibit Due to Expo Cancellation or Interruption

Neither party shall be liable for failure to perform its obligations under this agreement if the expo is cancelled or interrupted due to events beyond its reasonable control, including, but not limited to, strikes, acts or threats of terrorism, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that exhibitor will be charged pro rata for any productive use of the exhibit space before or after such event. Individual acts of theft or vandalism resulting in loss of or damage to exhibitor's property shall not be considered an event covered by this paragraph.

Entire Agreement

The provisions of the exhibit space rental application and these terms and conditions represent the entire agreement between the exhibitor and ASA, and there are no other agreements, understandings, representation, or warranties. Any modification of the agreement must be agreed to in writing by the exhibitor and ASA. This agreement cannot be assigned or otherwise transferred by an exhibitor, unless permission is granted in writing by ASA. The rights of ASA under this agreement shall not be deemed waived except as specifically stated in writing signed by an authorized officer of ASA. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of Virginia without regard to choice of law rules. Any action brought by the exhibitor to enforce the terms of the contract may be brought only in a court having a situs within the state of Virginia and the exhibitor hereby expressly consents to the in personam jurisdiction of any such court. ASA may, however, elect to enforce its rights in any proper jurisdiction. ASA shall be entitled to recover the costs, including reasonable attorney's fees and/or collection fees, in any action brought to enforce this contract or its rights hereunder.

I have read the terms and conditions and agree to abide by them.

Signature of exhibitor representative: _____ **Date:** _____