



# AHMA / USA Pavilion at the International Hardware Fair

March 6 - 8, 2016 | Cologne, Germany

## Application and Contract for Exhibit Space

The Company, as described below, hereinafter referred to as Exhibitor, and AHMA, hereinafter referred to as Management. Exhibitor agrees to prepare an exhibit of their manufactured products, as described below, which shall be directly pertinent to the function or industry represented above. Exhibitor must be current and paid-in-full before Exhibitor is permitted to install their display. The actual occupancy of the space taken by Exhibitor is of the essence of this contract, and if Exhibitor does not occupy such space, Management is authorized to occupy such space or to cause such space to be occupied as Management deems in the best interest of the exhibition without in any way releasing Exhibitor from any liability hereunder. Management reserves the right to relocate Exhibitor to space other than specified below.

Exhibitor shall not sublet their space, or any part thereof, or the exhibition of anything not specified in the contract. It is further agreed that the conditions, rules and regulations printed on the reverse side hereof are made a part hereof as though fully incorporated herein, and that said Exhibitor agrees to be bound by each and every one thereof. The pricing and payment schedule is outlined on the attached Exhibitor Floor Plan. Please indicate your booth or product showcase area preference below:

(Please type for accuracy)

<b>A</b>	<b>Booth Size in Square Meters</b> (Minimum 12 sqm): _____  <b>Fee Enclosed:</b> _____	<b>Indicate location choice on diagram on page 3.</b>
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<b>B</b>	Exhibitor will display the following products: _____ _____ _____ _____
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<b>C</b>	Exhibitor confirms acceptance of the exhibiting conditions of this application and contract.  Company _____ Name _____ Title _____ Street _____ City _____ State _____ Zip _____ Phone _____ Fax _____ Signature _____ E-mail _____
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<b>D</b>	Contact Person for all show related materials if different from above: Name _____ Title _____ Address _____ Phone _____ Fax _____ E-mail _____
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<b>AHMA USE ONLY</b>	Approval # _____ Date _____ Ref/Check # _____ Amount _____
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## RULES AND REGULATIONS

**1. Management.** The word "Management" as used herein shall mean Management as previously specified in the contract, or its officers or committees or Agents or Employees acting for it in the management of the Exhibition.

**2. Eligible Exhibits.** Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to product for display. Exhibiting manufacturers' representatives and/or distributors must list his participating principals as the exhibitors of record. Only the sign of the Exhibitor whose name appears upon the face of this contract may be placed on the booth or in the printed list of Exhibitors of the Exhibition. No exhibits or advertising will be allowed to extend beyond the space allotted to the Exhibitor or above the back and side walls.

Exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or his Representatives, upon Management's good faith determination that the same is not in accordance with these Rules and Regulations.

**3. Limitation or Liability.** The Exhibitor agrees to indemnify and hold harmless the Management, the Sponsor, Owner, Exhibition Hall Facility, and City in which this Exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors, whether resulting from fire, storms, acts of God, air condition or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times.

The Exhibitor agrees that Management shall not be responsible in the event of any errors or omission in the listings in the Exhibitors' Official Directory and in any promotional material.

Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorneys fees and amounts paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his Agents, or Employees.

**4. Default in Occupancy.** If exhibition space is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for such purposes as it may see fit.

**5. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitors, property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floor or to standard booth equipment.

**6. Special Services.** Electricity, gas, water, and other utilities, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay for them specially from the persons authorized to supply such services in conformity with City, insurance and other requirements.

**7. Booth Representatives.** Booth representatives shall be restricted to Exhibitor's Employees and their authorized Representatives. Booth Representatives shall wear badge identification furnished by Management at all times. Management may limit the number of Booth Representatives at any time. All booths must be staffed by the Exhibitor during all open show hours.

**8. Electrical Safety.** All wiring on displays or display fixtures must conform to the applicable standards established by various Governmental Agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

**9. Safety and Fire Laws.** All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits may be forbidden. Crowding will be restricted. Aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.

**10. Decoration.** In addition, if any displays on which set-up has not been started by the opening day of the Exhibition, Management reserves the right to have such display installed at Exhibitor's expense. All exhibits should be ready for the opening hour of the Exhibition. The Management will not allow any noise or moving of exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the Exhibitors' Manual. Any Exhibitor whose booth exceeds the height limitation will be required at his own expense to alter the display in order to conform with these regulations.

**11. Sound Level.** Mechanical or electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. Management reserves the right to determine the acceptable sound level in all such instances.

**12. Lotteries/Contests.** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from Management.

**13. Exhibitor Conduct.** Retail sales are absolutely prohibited during the course of the Show. Infraction of this rule will result in the closure of your exhibit. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within his booth. The distribution of any articles that interferes with the activities in or obstructs access to neighboring booths, or that impedes aisles, is

prohibited. No article containing any product other than the product or material made or processed or used by Exhibitor in his product or service may be distributed except by written permission of Management. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other Exhibitors and visitors. Any practice resulting in complaints from any other Exhibitor or any visitor which, in the opinion of Management, interferes with the right of others or exposes them to annoyance of danger may be prohibited by Management.

**14. Obstruction of Aisles or Booths.** Any demonstration activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by Management.

**15. Employment Exhibits.** Exhibits for the purpose of soliciting prospective employees and employee-recruiting activity of any kind is specifically prohibited.

**16. Termination of Exhibition.** In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of Management, unfit for occupancy or in the event the holding of the Exhibition or the performance of Management under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, said contract and/or the Exhibition (or any part thereof), may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of any cause or causes not reasonably within the control of Management. If Management terminates said contract and/or the Exhibition (or any part thereof) as aforesaid, then Management may retain such part of an Exhibitor's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the Control of Management" shall include, but not by way of limitation, fire casualty, flood, epidemic, earthquake, explosion or accident, blockage, 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 act of God.

**17. Resolution of Disputes.** In the event of a dispute or disagreement between Exhibitor and an Official Contractor, or between Exhibitor and a Labor Union or interpretations of the rules governing the Exhibition, actions or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

**18. Receipt of Goods and Exhibits.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.

**19. Care and Removal of Exhibits.** All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event any Exhibitor fails to remove the exhibit in the allotted time, the Management reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing, or to place the same in a storage warehouse subject to the Exhibitor's disposition, or make such other disposition of this property as it may deem desirable without any liability to the Management.

**20. Insurance.** Exhibitor is advised to see that his regular company insurance includes extra-territorial coverage, and that he has his own theft, public liability, and property damage insurance.

**21. Losses.** Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to insure against these risks.

**22. Amendment to Rules.** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. The Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations, and that any such amendments when made and brought to the notice of the said Exhibitor shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.

**23. Default.** If the Exhibitor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to this contract, the Management may, without notice, terminate this agreement, and retain all monies received on account as liquidated damages. The Management may thereupon direct the Exhibitor forthwith to remove its Employees, Agents or Servants, and all of its articles of merchandise and other personal property from the space contracted for and from the Exhibition Hall.

**24. Agreement to Rules.** Exhibitor, for Himself and his Employees, and Representatives, agrees to abide by the foregoing rules and by any amendments that may be put into effect by Management.

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## Pavilion Floor Plan

