

Central Association of College & University Business Officers

Exhibit Application/Contract

The undersigned agrees to participate as an exhibitor in the 2009 CACUBO Annual Meeting. The Applicant agrees to pay a non-refundable exhibit fee of \$1,895 per booth. The exhibit fee includes an 10' x 10' pipe and drape booth, an ID sign, all meal functions held in the exhibit hall, 24-hour security, listing in the Directory of Business Partners, admittance to all educational sessions of the Annual Meeting and a roster of registered attendees.

Selection will be made by CACUBO on a first-come, first-served basis in addition to any other criteria it determines to be appropriate. The Applicant may request ten (10) choices for exhibit booth location. CACUBO will attempt to honor the highest possible choice(s); however, final decisions regarding assignment are at the sole discretion of CACUBO.

Applicant must enclose a non-refundable payment for the full amount due, payable to CACUBO Business Partner Program or include credit card information. **In no case, will a booth be assigned without full payment.** This application shall become binding upon acceptance by CACUBO, subject to the terms and conditions set forth in this contract. Mail your signed application with accompanying check to the CACUBO Business Partner Program at the address listed below. If you include credit card information, you may Fax this form to (330) 672-5434.

IN WITNESS WHEREOF, the Applicant has caused this application to be executed individually or by an officer, agent or representative duly authorized to execute the same.

(Please read the reverse side of this agreement before signing.)

Yes! We plan to participate as an exhibitor in the CACUBO 2009 Business Partner Program.

Number of booth spaces required @1,895 per 10' x 10' space: _____

BOOTH PREFERENCES (See exhibit hall map):

1st _____ 2nd _____ 3rd _____ 4th _____ 5th _____
6th _____ 7th _____ 8th _____ 9th _____ 10th _____

Please indicate any organization that you would NOT like assigned an adjacent booth. CACUBO will attempt to honor these requests.

ORGANIZATION NAME:

(As you wish it to appear on ALL meeting information)

Contact: _____ Title: _____
(Individual coordinating participation)

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

By signing below, I affirm that I have read and understand all terms and conditions of the contract stated herein.

Authorized Signature: _____

Title: _____ Date: _____

FORM OF PAYMENT

Check for \$ _____ Credit Card charged for \$ _____

We authorize CACUBO to charge the following credit card (**processed by Kent State University**):

VISA MasterCard Discover

Credit Card Number: _____ Expiration Date: _____

Print name: _____ Signature: _____
(As it appears on card)

Make checks payable to : CACUBO Business Partner Program

Mail to: CACUBO, 2635 Lynn Road, Kent, OH 44240

Tax ID Number: 73-1079052

CACUBO Acceptance:

Number of Booths: _____ By: _____

Booth Number(s): _____ Date Received: _____

Questions: Contact Susan Laskos, CACUBO Business Partner Coordinator, **330-672-8632** or slaskos@kent.edu

- Note: please be sure to make a copy of this form for your records

APPLICATION/CONTRACT TERMS AND CONDITIONS

2009 CACUBO Exhibit Program

1. CACUBO reserves the right to exercise its sole discretion in the acceptance or refusal of applications.
2. The CACUBO Exhibit Program is designed to provide a showcase for products and services either specifically designed for or customarily used in higher education administration. The program is held strictly as a means of information exchange. **Applicants may not make sales or take orders in the exhibit area or within other Annual Meeting facilities provided. This provision will be rigorously and strictly enforced.**
3. The Applicant agrees that CACUBO shall have the right to make such rules and regulations or changes in arrangements as it shall deem necessary, and to amend them from time to time. CACUBO shall have the final determination and enforcement of all rules, regulations and conditions.
4. NO PART OF AN EXHIBIT SHALL BE DISMANTLED NOR MATERIALS REMOVED BEFORE CLOSING ON THE FINAL DAY, WITHOUT SPECIAL PERMISSION FROM CACUBO. In addition, if spaces are not vacated by the scheduled deadline, CACUBO reserves the right to remove materials and charge the expense to the Applicant. CACUBO will not be liable if such removal causes damage to the materials.
5. Applicant agrees to pay all fees, charges and/or expenses covered in this contract on demand. In the event that CACUBO is forced to seek legal remedy to collect amounts due from the Applicant, all charges related to the collection of unpaid amounts will become the sole responsibility of the Applicant. If an exhibitor fails to make payments due hereunder when they are due, CACUBO reserves the right to cancel or reassign the space without obligation for refund and/or to exclude the applicant from any and all printed meeting materials. Applicants may not assign or sublet any space allotted to them and may not advertise or display goods, other than those manufactured, distributed or sold by them in the regular course of business, without authorization by CACUBO. If any rented booth space remains unoccupied, or display materials unset, two hours prior to show opening, CACUBO reserves the right to either remove all materials from show floor or require the service contractor to set booth. Exhibitor will be liable for all costs incurred. **Booths may not be "shared" with another company.**
6. Request for cancellation of space must be directed in writing to CACUBO. Telephone cancellations will not be accepted. The exhibit fee is non-refundable. The CACUBO Business Partner Coordinator will confirm receipt of all cancellation notices. CACUBO will only honor cancellation requests whose receipt has been confirmed.
7. In order to allow unobstructed view of neighboring exhibits, Applicants are not permitted to have their backdrops exceed eight feet (8') in height, nor can they protrude more than sixty inches (60") from the back wall line. The reverse side of any wing panel extending from the back wall of the display must be finished or draped in order to avoid a raw exposure to a neighboring exhibit. CACUBO will enforce these instructions. No shipping containers may be stored in the booth space during show hours. All decorative material must be flameproof.
8. CACUBO will select an official service contractor. Exhibitors will receive instructions and information regarding the services to be provided with their confirmation materials.
9. CACUBO, the Northern Kentucky Convention Center or any of their officers or staff members will not be responsible for the safety or the property of the Applicants from theft, damage by fire, accident or other causes. Applicants are advised to consult their insurance broker for proper coverage on display material from the time it leaves their company's premises until its return. Neither CACUBO nor the Northern Kentucky Convention Center nor any of their officers, agents, employees or representatives shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the Applicant or any of its officers, agents, employees or other representatives, resulting from theft, fire or other causes. Neither CACUBO nor the Northern Kentucky Convention Center will obtain insurance against any such damage, loss, harm or injury.
10. Applicant hereby agrees to indemnify, defend and hold harmless CACUBO and the Northern Kentucky Convention Center from any and all claims, demands, suits and liability, for any damage, loss, harm or injury to any person or any property of the Applicant or any of its officers, agents, employees or other representatives. Applicant assumes responsibility and agrees to indemnify, defend and hold harmless CACUBO and the Northern Kentucky Convention Center and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Applicant understands that neither CACUBO nor the Northern Kentucky Convention Center maintain insurance covering the Applicants' property and it is the sole responsibility of the Applicant to obtain such insurance.
11. Applicants or their agents may not allow any articles to be brought into the Northern Kentucky Convention Center or any act done on the premises that will invalidate the insurance or increase the premium on the policies held by the management of the Northern Kentucky Convention Center, nor permit anything to be done by their employees through which act the premises, property or equipment of the other Participants will be damaged. No signs or articles can be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner as to damage them. All space is rented subject to these restrictions. Applicant will be held liable for any damage resulting from such violations.
12. Extremely loud noises, such as bells, sirens, buzzers, etc., will not be permitted in order to maintain a business-like atmosphere.
13. Promotional activity is limited to the confines of space assigned by CACUBO. "Working" the aisles, general areas or spaces assigned to others is prohibited.
14. Applicants may not schedule other events such as meetings, breakfasts, luncheons, dinners or receptions during official CACUBO program hours or while the Exhibit Program is in progress unless express permission is granted by CACUBO.
15. Booth Package: Included with 10' x 10' booth space are pipe and drape, an ID sign, all meal functions held in the exhibit hall, 24-hour security, an electronic list of pre-registered attendees and listing in the Roster of Business Partners. Furniture and carpet can be either supplied by the exhibitor or ordered from the Service Contractor.
16. This document and its attachments represent the entire agreement between the Applicant and CACUBO and may not be altered unless mutually agreed upon in writing.
17. In the event that any provision of the Agreement or the application of any such provision to either CACUBO or the Applicant is held by a court of competent jurisdiction to be contrary to any law, the remaining provisions of this Agreement will remain in full force and effect.
18. In the event that the CACUBO Annual Meeting is cancelled due to fire, strikes, government regulations, acts of God, acts of war or civil strife or other causes beyond their control, CACUBO shall not be held liable for failure to hold the Annual Meeting and Exhibit Program as scheduled. In such events, CACUBO, at its sole discretion, may refund part or all of the exhibit fees and deposits received by CACUBO. Refunds will be limited to maximum of the amount paid by Applicant to CACUBO. In no event will CACUBO or the Marriott Harbor Beach Resort be liable for any direct, indirect, actual, special or consequential damages of any nature whatsoever, including, but not limited to lost profits, business interruptions or other economic loss to the Applicant due to cancellation of the Annual Meeting and Exhibit Program as scheduled.