



■ お申込み先は  
トリプルエーマシン(株) (AAAachine,Inc.) まで



Bridge & Network for  
International Powder Technology  
AAAachine, Inc.

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April 24-26, 2018  
Donald E. Stephens Convention Center  
Rosemont (Chicago), IL  
powdershow.com

INTERNATIONAL  
**POWDER & BULK SOLIDS**  
CONFERENCE & EXHIBITION

## CONTRACT FOR EXHIBIT SPACE & MARKETING/PROMOTIONS

### 1 EXHIBITOR DETAILS *(Please use blue or black ink only)*

Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

### BILLING DETAILS *if different from Exhibitor Details*

Billing Company: \_\_\_\_\_  
 Billing Contact Name: \_\_\_\_\_ Billing Contact Title: \_\_\_\_\_  
 Billing Contact Email: \_\_\_\_\_ Billing Contact Phone: \_\_\_\_\_ Billing Contact Mobile Phone: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Billing City: \_\_\_\_\_ Billing State: \_\_\_\_\_ Billing Postal Code: \_\_\_\_\_ Billing Country: \_\_\_\_\_

### LOGISTICS CONTACT

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### 2 SPACE REQUIREMENTS & FEES

#### Location Preference:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

#### Type of Location (check one):

In-line    Corner = \$375    Peninsula = \$750    Island = \$1,500

#### PEMA Member

† Required digital outreach fee of \$75 covers your company listing in the event mobile app. The mobile app is promoted before and during the event for increased attendee engagement. To upgrade, please see the marketing and promotion options in Section 4 below.

Size (length x depth) \_\_\_\_\_ x \_\_\_\_\_  
 Total Square Feet = \_\_\_\_\_  
 @ \$44.25 Per Square Foot = \$ \_\_\_\_\_  
 Location Surcharge = \$ \_\_\_\_\_  
 Digital Outreach = \$ \_\_\_\_\_ 75.00†  
**Total Space Fee = \$ \_\_\_\_\_**  
**Total Deposit Required = \$ \_\_\_\_\_**  
*(see terms below)*

#### SHOW MGMT. USE ONLY

Assigned:		Size:	
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### 3 SMART BUNDLES

Boost your event experience with one of our smart bundles, designed to increase your exposure through multiple channels surrounding the event.

PACKAGE 1
<ul style="list-style-type: none"> <li>• CompuLEAD Smart Lead Retrieval App</li> <li>• Onsite Premier Directory Listing</li> <li>• Online Product Spotlight</li> <li>• 2 one-day all access conference passes</li> </ul>
<p><b>\$1,100</b> Valued at \$2,075</p>

PACKAGE 2
<ul style="list-style-type: none"> <li>• CompuLEAD Smart Lead Retrieval App</li> <li>• Featured Exhibitor Listing</li> <li>• Promoted Mobile App Post</li> <li>• Exhibitor Video Link on Event Website</li> <li>• ½ Page Ad in On-site Directory</li> <li>• 2 One-Day All Access Conference Passes</li> </ul>
<p><b>\$2,200</b> Valued at \$4,740</p>

PACKAGE 3
<ul style="list-style-type: none"> <li>• CompuLEAD Smart Lead Retrieval App</li> <li>• Featured Exhibitor Listing</li> <li>• Promoted Mobile App Post</li> <li>• Full Page Ad in On-site Directory</li> <li>• Exhibitor Video Link on Event Website</li> <li>• 2 On-site Ad Posters</li> <li>• 2 One-Day All Access Conference Passes</li> </ul>
<p><b>\$3,500</b> Valued at \$8,090</p>

## 4 MARKETING & PROMOTIONS A LA CARTE

### Featured Exhibitor \$695

Promote your company across multiple platforms! Includes all three of the popular products below.

### Online Product Spotlight \$350 a la carte

Give your product marquee positioning on the event website! Spotlights include a product description and photo, and are given priority placement.

### Mobile Showroom \$350 a la carte

Upgraded mobile app listing includes highlighted company name and logo, description, full contact details, downloadable content and a networking feature allowing users to contact you directly.

### Premier Directory Listing \$325 a la carte

Stand out in the directory distributed onsite to all attendees. Your company name is featured in bold, reverse lettering, in a larger typeface than standard listings, and accompanied by your logo.

► For all marketing upgrades, you will receive login details and/or submission instructions within three months of the event.

## 5 DEPOSIT & TERMS

The Total Space Fee is calculated on Exhibitor's selections above. The schedule to the right will determine the required deposit amount at time of booking, as well as the payment schedule for the Total Space Fee. Applications received after January 20, 2017, require 60% of the Total Space Fee due upon application. Applications received after September 20, 2017, require 100% of the Total Space Fee due upon application. All fees are deemed fully earned and nonrefundable when due, unless Application is denied. Agreement is not transferable. Noncompliance with any payment term or cancellation by Exhibitor will, among other things, **result in loss of space and collection of all fees due.** Please refer to the "Terms & Conditions of Participation in Event" on page 3 of this contract for details.

Percent Due	Due Date
30%	Upon Application
60%	January 20, 2017
100%	September 20, 2017

Refer to invoice for payment instructions. For additional payment inquiries, contact CreditControlUS@ubm.com.

## 6 INCLUSIONS

Exhibit space includes standard booth drape and side rail in show colors, a company identification sign, one (1) directory listing (print deadlines apply), and access to the online exhibitor services kit. All booths are subject to the most recent IAEE Display Rules & Regulations on show site.

*Please note that electrical service is not included with your booth, but to accommodate possible power requirements, electrical outlets will be installed in every inline booth. If you choose to use the outlet, you will be charged accordingly.*

By signing I acknowledge that I am authorized by my employer to enter into this Contract For Exhibit Space and bind my employer to pay the deposit and other fees or costs related hereto. I agree to abide by the Terms and Conditions for Participation in the Event and the Exhibitor Manual, which are incorporated herein by reference, as a condition of the allotment of space. Cancellation of this contract will result in Management retaining as liquidated damages, and not as a penalty, all amounts due and/or paid by your company up to and including the date of cancellation.

\_\_\_\_\_  
AUTHORIZED SIGNATURE—This line must be signed for acceptance of contract.

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
DATE

Please see page 3 of this document for complete Terms and Conditions

### UBM

Santa Monica, CA 90405-2975 USA • Tel: (310) 445-4200 • Fax: (310) 996-9499 • ubmamericas.com

# Terms and Conditions of Participation in Event

**1. DEFINITIONS.** The term "Event" means the event indicated on the front side of this document scheduled to be held on the dates set forth on the front of this document (the "Event Dates") at the venue indicated on the front of this document (the "Event Facility"). The Event is owned, managed and produced by UBM Canon LLC. The term "Organizer" means UBM Canon LLC and its officers, directors, agents, affiliates, representatives, employees, successors and assigns. The terms "Exhibitor" or "Sponsor" means the company or person listed on the facing page, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable.

**2. ACCEPTANCE BY ORGANIZER.** UBM Canon, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to firms that supply products and services to the industry this event serves. UBM Canon may withdraw its acceptance at any time by refunding the Total Space Fee paid if UBM Canon determines that Exhibitor or its Product(s) is ineligible. UBM Canon has sole control over attendance policies. UBM Canon makes no representation or warranties of any kind, express or implied, regarding the Event or the number of persons who will attend the Event.

### **3. ASSIGNMENT AND USE OF SPACE.**

**a. Benefits and License Grant.** UBM Canon will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Space Fee includes use of the Space and any other benefits as specified in this Application and Contract for Exhibit Space or in the Exhibitor Services Manual as amended from time to time (the "Manual"), which UBM Canon will supply to Exhibitor. Exhibitor grants to Organizer the right to use Exhibitor's name and logo in connection with the promotion and production of the Event, and to take photographs of its exhibit, both space and personnel, before during and after the Event, and use such photographs in connection with its promotion of the Event and future events. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with any guidelines furnished by UBM Canon.

**b. Space Assignment, Use, Installation, Occupancy, and Dismantling.** UBM Canon will assign the Space, and may reassign the Space or alter the Event layout or venue at any time. The Space is for Exhibitor's use only. Exhibitor may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without UBM Canon's prior written consent. Exhibitor must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless UBM Canon specifies otherwise. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with UBM Canon's schedule. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. UBM Canon may refuse permission to exhibit any products or services UBM Canon deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money without UBM Canon's prior written consent, nor assist any other party in soliciting business without UBM Canon's prior written consent.

**c. Own Risk.** Exhibitor releases Organizer and Event Facilities and waives all claims it has or may have against them, now or in the future, including any subrogation claims by its insurers, for any loss or theft of its equipment, property, materials, proprietary information, or for any similar loss or theft.

**d. Third-Party Contractors.** UBM Canon may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

**e. Other Events and Marketing.** Exhibitor agrees that it may not use any Organizer event to leverage any other event in which Exhibitor is a sponsor or participant, and therefore agrees that it may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media or (ii) as permitted by this contract or by UBM Canon in writing. In the interest of the success of the Event, Exhibitor agrees not to extend invitations, call meetings or otherwise encourage absence of exhibitors or invited guests from the Event or Event Facility during the official hours of the Event or any function sponsored in connection with the Event by Organizer or its official sponsors.

**f. Other Event Payments.** Organizer may apply any payments made by Exhibitor under this contract to any obligation that is past due under any other Event-related agreement between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.

### **4. COMPLIANCE WITH LAWS AND RULES/INSURANCE.**

**a. Laws and Rules.** Exhibitor must comply with all applicable local, state and federal laws, regulations, codes and ordinances in connection with its participation in the Event, including but not limited to the rules of the Event Facility and any relevant labor union, and the terms, conditions and rules issued by UBM Canon in the Manual and otherwise in connection with the Event. Without limiting the foregoing, Exhibitor shall construct the Exhibit in compliance with the Americans with Disabilities Act or its local equivalent. Exhibitor's use of names and lists captured at the Event or provided by Organizer is subject to applicable data protection, email marketing, and privacy laws and regulations, and to any restrictions imposed by the individuals whose names are listed.

**b. Third Party Rights.** Exhibitor will not violate any rights of third parties in connection with its participation in the Event, including but not limited to the reproduction, performance, distribution, or posting of proprietary or copyrighted material (the "Works") without a license, assignment, or other legally effective permission. Exhibitor shall make any and all payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Exhibitor specifically agrees, undertakes and assumes responsibility to make any and all reports to such agencies and/or parties including specifically by way of example only ASCAP, BMO, SAC, SESAC and other similar agencies, and to provide evidence of such reports and payments upon request. Exhibitor acknowledges that it (or its vendor) shall provide Organizer information to identify the individuals on Organizer's Event registration list who have visited Exhibitor's booth.

**c. Taxes and Licenses.** Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

**d. Insurance.** Exhibitor shall at its own expense maintain in effect throughout the Event including move-in and move-out days, and provide to Organizer at least thirty (30) days prior to move in to the Event a certificate of insurance showing that there is in effect: (i) a Commercial General Liability insurance coverage of not less than \$1 million single occurrence/\$2 million aggregate combined limit for bodily injury and property damage, including coverage for personal injury, broad form contractual liability, operation of mobile equipment, product and liquor liability (where applicable) and (ii) automobile liability insurance coverage of not less than \$1 million combined single limit for bodily injury and property damage, including coverage for non-owned and hired vehicles, including loading and unloading operators, in which Organizer and the Event Facility are named as additional insureds. Exhibitor acknowledges that the certificate of insurance requirement in the foregoing sentence shall not be deemed waived, nor shall Exhibitor be relieved of its obligation to provide such certificate, even if Organizer provides Exhibitor with the benefits hereunder without having received such certificate from Exhibitor. Exhibitor also agrees to obtain and maintain in effect throughout the Event workers compensation and employers' liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Exhibitor agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Facility to recover loss sustained for real and personal property.

### **5. CANCELLATION OR TERMINATION.**

**a. Cancellation by UBM Canon.** UBM Canon may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor a pro rata portion of any Space Fees already paid to UBM Canon, after which Exhibitor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by UBM Canon.

**b. Termination by Exhibitor.** All fees are deemed fully earned and non-refundable when due. Termination by Exhibitor must be in writing and will be effective upon receipt by UBM Canon of an email addressed to the email address specified on the front of this document. Exhibitor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by UBM Canon for the Event, and of ascertaining damages incurred by UBM Canon if Exhibitor terminates this contract or Exhibitor's participation in the Event; the amounts due from Exhibitor under this contract as of the effective date of any termination by Exhibitor belong to UBM Canon and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

**c. Termination by UBM Canon.** UBM Canon reserves the right to terminate this contract immediately by written notice to Exhibitor in the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, in any addendum hereto or in the Manual, including failure to make any payment when due under the terms of this contract. UBM Canon is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability for the Total Space Fee hereunder.

**d. Changes to Event.** UBM Canon reserves the right to re-name or re-locate the Event or change the dates on which it is held. If UBM Canon changes the name of the Event, re-locates the Event to another event facility within 50 miles of the Event Facility, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event was originally scheduled to be held, no refund will be due to Exhibitor, but UBM Canon shall assign to Exhibitor, in lieu of the original space, such other space as UBM Canon deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If UBM Canon elects to move the Event to an event facility more than 50 miles from the Event Facility or to reschedule the Event to a date more than 30 days earlier or 30 days later than the Event Dates, and Exhibitor notifies UBM Canon within 10 days after receiving notice of such change that Exhibitor does not want to participate in the Event as a result of such change, UBM Canon shall refund to Exhibitor the Total Space Fee paid in full satisfaction of all liabilities of Organizer to Exhibitor.

**6. UBM CANON MATERIALS.** The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("UBM Canon Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such UBM Canon Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from UBM Canon. Upon completion of the Event or earlier termination of this contract, Exhibitor must promptly return the UBM Canon Materials to UBM Canon upon UBM Canon's written request. Exhibitor may use but may not sell lists of Event exhibitors or attendees without UBM Canon's prior written permission.

### **7. LIMITATION OF LIABILITY; INDEMNITY.**

**a.** Under no circumstances is Organizer or the Event Facility, or their parents, subsidiaries, employees, directors, shareholders, successors and assigns (collectively the "Event Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Exhibitor from any directory or other materials.

**b.** None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.

**c.** Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any actual or threatened claim, loss, liability, or damage, including reasonable attorneys' fees and expenses, suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, (ii) Exhibitor's unauthorized or unlawful use of intellectual property of third parties, (iii) the negligence or misconduct of Exhibitor or (iv) Exhibitor's breach of any commitment made hereunder. Exhibitor shall promptly pay for any and all damage to the Event Facility and the property of others caused by Exhibitor.

**d.** The parties agree that the terms of the Exhibitor Services Manual (the "Manual"), which sets forth rules and information concerning show set-up, logistics and other operational matters, are incorporated into this Agreement by this reference.

**8. RELEASE.** Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Exhibitor agrees to execute or obtain any additional releases from individuals authorized to represent Exhibitor at the Event, in connection with such activity, as necessary to give effect to this provision. Exhibitor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants. Exhibitor hereby releases Organizer and Organizer's designees from and waives all claims it has or may have, now or in the future, in connection with all activities contemplated by this paragraph 8, and waives any statutory restriction on waivers of future claims or moral rights.

**9. MISCELLANEOUS.** This contract (including the Manual and any additional rules or regulations adopted by UBM Canon for the Event) will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this contract are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this contract is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this contract or its responsibilities to any other party. Any action arising out of this contract or the Event must be brought in New York, and will be governed by New York law, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to the exclusive venue and jurisdiction in New York and waives any right to claim such venue or jurisdiction is not convenient. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this contract. Exhibitor may not assign this contract to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This contract is binding upon the permitted heirs, successors, and assigns of UBM Canon LLC and Exhibitor.