

APPLICATION AND CONTRACT

FOR EXHIBIT SPACE

Exhibition Dates: April 15-16, 2010

Place: Oakland Marriott City Center and Convention Center

SEND IN YOUR COMPLETED APPLICATION IMMEDIATELY TO RESERVE YOUR BOOTH CHOICE.

SEND PAYMENT IN FULL NO LATER THAN FEBRUARY 20th, 2010 TO SECURE YOUR BOOTH CHOICE.

Send and Make Payable to:

CDA Annual Meeting Exhibition 2010

7740 Manchester Ave #102 - Playa Del Rey, CA 90293

310 822-0177 patsmith@dietitian.org FAX 310/823-0264

COMPANY NAME _____

EXHIBIT CONTACT _____ TITLE _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (_____) _____ FAX (_____) _____

E-MAIL ADDRESS _____ WEBSITE ADDRESS _____

All mailing and billing regarding our exhibit should be addressed to the attention of (if different than above):

NAME _____ TITLE _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

Preferred Booth Selection:

First Choice _____ Second Choice _____ Third Choice _____ Fourth Choice _____

1. BOOTH SIZE:

- ____ 10 X 10' REGULAR BOOTH @ \$800 \$ _____
- ____ 10 X 10' REGULAR BOOTH @ \$900 \$ _____
- ____ 10 X 10' PREMIUM BOOTH @ \$1,000 \$ _____
- ____ 10 X 10' Nonprofit BOOTH @ \$400 \$ _____

Furniture is included in booth price one 6 ft draped table, two molded plastic chairs, and a waste basket.

2. SPONSORSHIP FEE ENCLOSED

- ____ GOLD @ \$10,000+ \$ _____
- ____ SILVER @ \$ 5,000+ \$ _____
- ____ BRONZE @ \$ 3,000+ \$ _____
- ____ Product Placement @ \$ 2,000 \$ _____
- ____ Speaker Sponsorship @ \$ 1,000+ \$ _____
- ____ Event/Meal Sponsorship @ \$ 1,000+ \$ _____
- ____ Exhibit Hall Prize @ \$ 250 \$ _____
- ____ Advertising @ \$200-\$1700 \$ _____

Advertising Size: ¼ ½ Full

Inside Cover Full Page 4 Color: Front Back

TOTAL AMOUNT DUE \$ _____

We accept Visa or Master Card # _____

Expiration Date _____ Card Holder _____

3. The Exhibitor does not wish to be in the proximity of the following companies, if exhibiting:

4. The Exhibitor wishes to be in the proximity of the following companies, if exhibiting:

5. IMPORTANT: List all products to be exhibited with product description. (Please use additional sheet if required.)

Sampling Yes No

I am interested in being a sponsor. Please call me at

Please help us with our hotel attrition:

Will your staff stay at the Host Hotel? Yes No

Name or Reservation Number _____

CDA Use Only

BOOTH(S) ASSIGNED _____ COST \$ _____
 DEPOSIT DATE/CK # _____ AMOUNT \$ _____
 PAYMENT DATE/CK # _____ AMOUNT \$ _____

Host Hotel

The Oakland Marriott
 City Center 800/991-7249
 CDA group room rate;
 \$155.00++ single/double

2010 Exhibitor Regulations and Information

- 1. ASSOCIATION** The word, "Association," means the California Dietetic Association, acting through the officers, committees, agents, or employees acting for it in the Management of the exhibition.
- 2. EXHIBIT DATE AND HOURS** The exhibition will be open Thursday, April 15th, 2010 from 6pm-8pm, Friday, April 16th, 2010 from 10 am-2pm (as listed on the contract).
- 3. PERMISSIBLE EXHIBITS** All business activities of the Exhibitor at the exhibit hall must be within the Exhibitors allotted exhibit space. In connection with the distribution of food and/or beverage in the exhibitor's booth, food and beverage manufacturers must serve only sample size portions of their own products, and these samples must be served at least two feet inside the booth. Equipment manufacturers who require a food or beverage product served to demonstrate their equipment may do so only in sample size portions. Alcoholic beverages may not be displayed or served in any booth or elsewhere in the exhibit, except as approved for distribution in writing by the Association. All foodstuffs must be prepared within the requirements of the Local Fire Department. The use of propane, butane, or other combustible bottled gas is prohibited. Anyone cooking must have a fire extinguisher in the booth. The Association reserves the sole and absolute right to determine which firms and products are appropriate in its judgment for inclusion in the exhibition and to refuse, cancel, or restrict any applicant or exhibit which the Association considers undesirable for any reason.
- 4. ASSIGNMENT OF SPACE** Booth assignments are made on a first-come, first-served basis. Space assignments will be made based on the order of receipt of the presale form, the date of receipt of the contract/application, Exhibitor's history of participation in the Association's exhibition, the amount of space requested, availability of the requested a real special needs, and compatibility of exhibitors. The Association, in the event of conflicts regarding available space requests or conditions beyond its control, reserves the right to rearrange the floor plan. Companies may still submit an application and contract for booth space after March 15th, 2010, however, inclusion in the program book cannot be guaranteed.
- 5. RATES AND REFUNDS** Space will be charged at the rate of \$800 per 10' x 10' booth with an additional \$100 for each 10' x 10' corner booth or an additional \$200 for each 10' x 10' premium booth. Sponsor booths will be assigned to Sponsors of \$3,000 or more unless otherwise specified by CDA. Full payment is due when the application/contract is returned. If space is cancelled before November 1st, 2009 a full refund of monies will be paid—less a \$100 handling fee. If space is cancelled between November 1st, 2009 and February 20th, 2010 a 50% refund of payment will be paid. If space is cancelled after February 20th, no refund will be given. If assigned space is not paid in full by February 20th, space may be reassigned or cancelled at the option of the Association without refund.
- 6. SPACE RELOCATION** All or any part of the space herein above designated is subject to reassignment or rearrangement by the Association for the purpose of consolidation of display space or for any reason. The Association may also assign or reassign space to an Exhibitor as it deems to be required by virtue of the need of the Exhibitor for water, drain, gas, electricity, air, steam, or other services and the availability, capacity, and location of these services. The judgment of the Association with respect to such reassignment or rearrangement of space shall be final although the square footage occupied by the Exhibitor resulting there from shall not be reduced or increased substantially without consent of the Exhibitor. If space is so reduced or increased, the amount of the rent payable shall be appropriately adjusted.
- 7. SUBLETTING OF SPACE** No Exhibitor shall, without written consent of the Association, assign, sublet, or apportion any space contracted hereunder, or show in such space any article other than those manufactured or sold by the Exhibitor without obtaining the written consent of the Association, and shall not promote items other than those manufactured or sold by it and the regular course of business and shall not place any names signs, or courtesy cards on any equipment loaned it for demonstration purposes unless the supplier of such equipment is also an Exhibitor.
- 8. LIABILITY** Neither the Association, the Hotel, Show Contractors, or any of its officers, agents or employees, shall be held liable for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents or employees, resulting from theft, fire, water, accident or any other cause. The Exhibitor shall indemnify, defend and hold harmless the Association, the Hotel, and any of their officers, agents or employees, from any and all claims, demands, suits, liability, damages, losses, costs, attorney fees and expenses of whatever kind or nature which might result from or arise out of any action or failure to act on part of the Exhibitor or any of its officers, agents, or employees.
- 9. INSURANCE** All property of the Exhibitor is understood to remain under his custody and control in transit to or from or within the confines of the Exhibition Hall. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss and public liability insurance against injury to the person and property of others. The Association shall not be obligated to carry any insurance for the benefit of the exhibitors.
- 10. ORDER TAKING** Exhibitors will be allowed to sell merchandise from the floor as well as take orders. Exhibitors must display their State of California sales permit or apply for a temporary one if they do not already have one.
- 11. SERVICES** Each Exhibitor, as part of the contract with the Association, will be provided with the following services free of additional charge: erection of necessary flame-proofed draping background of uniform style, an identification sign, program listing, general hall cleaning and furniture package as listed on the contract. Decorating, drapery, additional furniture rental, sign painting, labor and carpet when hall is not carpeted will be handled by Show Contractor chosen by CDA and listed in the Exhibitor Information section of this Program Book. An Exhibitor's Service kit will be available approximately two months before the Exhibition. The Exhibitor shall provide only the material and equipment, which he owns and is to be used in his exhibit space. All other items used in the booth are to be provided through arrangements with the Show Contractor. Payment for service provided to the Exhibitor by Contractors is the responsibility of the Exhibitor. All services not ordered in advance must be procured through the Exhibitors' Service area, which will be maintained in the Exhibit Hall. All advance shipments of freight must be shipped to the drayage company. Do not ship in advance to the Hotel. Exhibitors will not be allowed to unload their own vehicles at the loading dock during official Exhibit move-in hours. Show Contractors or union laborers are responsible for maintaining in and out traffic schedules in the dock area but they will have a special price for unloading cars.
- 12. INSTALLATION OF EXHIBITS** Installation of exhibits may commence at 12 o'clock pm on Thursday, April 15th, 2010. All Exhibitors must be fully operational by Thursday, April 15th, 2010 by 6 pm. In order to conform to union contract rules and regulations, it will be necessary for all Exhibitors to use qualified union personnel for display work and materials handled within the show. Exhibitors with passenger cars, who wish to have their vehicles unloaded at the loading dock, please refer to rate sheet in the Show Contractor or Union Laborers Service kit. The Show Contractor staff will be on site to assist with the loading/unloading of materials.
- 13. REMOVAL OF EXHIBITS** Exhibitors will complete arrangements for prompt pick up of all outbound shipments and remove the exhibit at the time specified by the Association for removal of exhibits. All freight not called for within the Contractors designated move-out time may be shipped by the Official Cartage Carrier. All exhibits must remain intact until 2 pm Friday, April 16th, 2010. Exhibitors expressly agree not to begin packing or dismantling until such time. All Exhibits must be completely removed from the Exhibition Hall by 5 pm on Friday.
- 14. BOOTH CONSTRUCTION AND ARRANGEMENT** The Association will provide for erection of the necessary draped backgrounds of uniform style. Drapery is flameproofed fabric, and identification signs will be furnished. Back wall of booth is 8 feet high; side dividers are 3 feet high. Carpeting is optional for halls that are not carpeted. The carpeting must be ordered via the Show Contractor Service kit. All exhibits must be confined to the spatial limits of their respective booths as indicated on the floor plan. No special signs, booth construction, apparatus, equipment, lighting fixtures, etc. will be permitted to extend above 8 feet. Exhibit material must not be set up so as to interfere with the view into adjoining booths. All materials must conform to local building, electrical, and fire department codes and regulations. Inflammable or other dangerous fluids, substances, materials, equipment or other items the use of which is in violation of city, county or state laws or regulations shall not be used in any booth. Exhibitors must use flame-resistant decorative materials.
- 15. CARE OF EXHIBIT BOOTH** The Exhibitor must, at his own expense, maintain and keep in good order the exhibit space contracted. The Exhibitor shall maintain and conduct the exhibit in a neat, clean, orderly and safe manner. The Exhibitor shall keep an attendant in its display during the hours of the exhibition and must surrender the space occupied by it in the same condition, as it was at the commencement of the occupation, ordinary wear accepted. Exhibitor shall be responsible for damage to property.
- 16. EXHIBITOR PERSONNEL** The Exhibition is limited to individuals, business firms, manufacturers and dealers who have contracted and paid for space assignments. Each Exhibitor shall furnish the Association with the names of its representatives. The Exhibitor and its representatives are required to wear identification badges throughout the exhibition period. The badges are not transferable, and the Association reserves the right to withdraw the use of any badge used to gain admission to the Exhibition by any person other than the one for whom it was issued. All members of the Association who register as an Exhibitor and all nonmember Exhibitors may attend program events during the Exhibition day on Friday. On the other day(s) when the Exhibition is not in progress, Exhibitors must pay registration fees to attend program events. Each Exhibit space is limited to a maximum of two (2) companies, six (6) badges and one (1) Exhibitor Program listing. Additional badges are \$50 each.
- 17. VIOLATIONS** Any violation of any of the regular Regulations and Information by the exhibitor shall give the Association the right at its option to terminate the right of the Exhibitor to occupy space and the Association may re-enter and take possession of the space occupied by the Exhibitor and removes all persons and goods at the Exhibitor's own risk, and the Exhibitor shall pay all expenses and all damages which the Association may incur, and forfeit all monies paid or due to the Association on account thereof. Exhibitor waives the service of written notice to re-enter and terminate.
- 18. SOCIAL FUNCTIONS AND HOSPITALITY SUITES** Any social functions scheduled during the CDA Annual meeting must be approved by the Association. Social functions are allowed only during hours free of programming. Social functions in public spaces will not be permitted (the exception being those co-sponsored by CDA).
- 19. GENERAL** These Regulations and Information are to be construed as a part of the agreement between the Exhibitor and the Association. The Association reserves the right to interpret all matters and questions not covered by the Regulations and Information. These Regulations and Information may be amended at any time by the Association, and all amendments shall be equally binding on all parties affected by them as the original Regulations and Information. Written notice will be given by the Association to those Exhibitors affected by them.