



CONTRACT FOR EXHIBIT SPACE

In accordance with the terms and conditions of the Contract For Exhibit Space stated herein (the "Contract"), the undersigned, by its duly authorized agent or employee, (the "Exhibitor") hereby contracts for exhibit space and services offered by the Space Foundation at the 31st Space Symposium to be held April 13-16, 2015 at the Broadmoor Hotel in Colorado Springs, Colorado (the "Symposium").

1. EXHIBIT SPACE RENTAL FEES:

Broadmoor Hall Rates:

\$51.00 per sq foot for Corporate Member Company
\$61.00 per sq foot for Non-Member companies

Broadmoor Exhibit Center Pavilion Rates:

\$41.00 per sq foot for Corporate Member Company
\$51.00 per sq foot for Non-Member companies

2. PAYMENT POLICY/CANCELLATION POLICY: Please mail or fax the signed contract immediately in order to reserve exhibit space at the Symposium. Payment of 50% of the Total Rental Fees (the "Deposit") is due from Exhibitor upon receipt of an invoice from the Space Foundation. Failure to pay the Deposit to the Space Foundation within 30 days of invoice receipt may result in forfeiture of exhibit space. THE DEPOSIT IS NON-REFUNDABLE. The remaining balance of Total Rental Fees is due on January 3 of the Symposium year. Exhibit space purchased after January 3 of the Symposium year requires payment in full upon receipt of the invoice. In the event Exhibitor fails to fulfill its obligations under this Contract or withdraws its exhibit from the Symposium, all monies paid by Exhibitor shall be retained by the Space Foundation. Exhibitor is not guaranteed exhibit space until the Space Foundation confirms, in writing, receipt of the required payment and assigns exhibit space to Exhibitor.

3. BOOTH SIZE: _____ feet x _____ feet = _____ Total Square Feet

4. BOOTH COST: _____ sq feet x _____ rate = \$ _____ TOTAL RENTAL FEES

5. DESIRED LOCATIONS: Referring to the Exhibit Hall layout map for the applicable year, please select three booth locations, and list Exhibitor's choices in order of preference. Every reasonable effort will be made to accommodate Exhibitor booth location requests. The Space Foundation reserves the right to make changes to the program, location of the exhibit booths to maximize usable space, and/or hours of exhibition when the Space Foundation determines such changes are necessary.

- 1. Booth # _____
2. Booth # _____
3. Booth # _____

6. EXHIBITOR INFORMATION:

Exhibitor Name (as it will appear in official Symposium guide) _____

Website _____

Street Address _____

City/State/Zip _____ Country _____

Telephone _____ Fax _____

EXHIBITOR'S ACCEPTANCE: I, the duly authorized representative of the undersigned organization, on behalf of the above-named Exhibitor, agree to all terms and conditions, including, but not limited to, the Rules and Regulations attached to this Contract.

Signature _____

Date _____

Name _____

Title _____

FUTURE EXHIBIT MATERIALS WILL BE SENT TO PERSON LISTED BELOW:

Name _____

E-mail _____

Telephone _____

Fax: _____

9. RULES and REGULATIONS for the Symposium:

READ CAREFULLY: Please read the following Contract Rules and Regulations. By submitting the Contract to the Space Foundation, Exhibitor agrees to all terms and conditions, including, but not limited to, the following Rules and Regulations. It is the responsibility of the Exhibitor to be fully familiar with the Rules and Regulations and to ensure that each member of its organization attending the Symposium complies with these Rules and Regulations.

9.1. Contract for Exhibit Space: Upon confirmation by the Space Foundation of receipt of full payment and assignment of exhibit space to Exhibitor, the Space Foundation shall make available to Exhibitor the assigned space for the duration of the Symposium (the “Term”). See paragraph 9.8 for booth set-up and tear-down times. Exhibitor and the Foundation each shall be released from their obligations under this Contract if the Symposium is cancelled due to causes beyond the control of either of the Parties. Examples of such causes include (a) events or threats of terrorism, (b) acts of the Government in its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, and (i) unusually severe weather and other acts of nature. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Parties.

9.2. Reservation of Exhibit Space/Preferred Location Assignment: To reserve exhibit space for the Symposium, Exhibitor must return the Contract to the Space Foundation. Exhibit space is not guaranteed until the Space Foundation confirms, in writing, receipt of the required payments and assigns exhibit space to Exhibitor. Exhibit space will be assigned according to the Priority Point System.

9.3. Priority Exhibit Space Assignment Point System: Exhibitors will be assigned booth locations per the following point system:

- A. An exhibitor earns 1 point for each year exhibiting at the Symposium.
- B. An exhibitor can earn more points through annual sponsorships as follows: A sponsor exhibitor will receive 1 point for every \$5,000 in Symposium sponsorship dollars contributed that year. For example, a \$60,000 sponsorship gets 12 points; a \$10,000 sponsorship gets 2 points and \$2,500 sponsorship gets 0.5 points.
- C. An exhibitor can earn points for each annual corporate membership as follows: Platinum Member-10 points; Sustaining Partner-8 points; Contributing Partner-6 points; Partner-4 points; Patron-2 points.
- D. If an exhibitor skips a year of exhibiting there is no penalty. The points remain the same. **Note:** if a year is skipped –the location in BH that is currently designated to the company is open to another company for that year. Any exhibitor with enough points will be free to reserve the exhibit space during a company’s hiatus.
- E. **Downsizing:** If an exhibitor reduces booth size by more than 50% of the size of the previous year, there is a gain of only half a point the year of exhibiting. If downsizing less than 50% of the size of the previous year, no penalty.
- F. If an exhibitor skips exhibiting for two years – they forfeit 50% of the total points accumulated or 1 pt, whichever is greater.
- G. If an exhibitor skips exhibiting for three years – they forfeit all accumulated points and must start over.
If two exhibitors with equal points request the same exhibit space, assignment will be made in the order of the date the Deposits were received. The Space Foundation will make every reasonable effort to accommodate exhibit location requests.

9.4. Payment for Exhibit Space: After an Exhibitor submits a completed Contract to the Space Foundation, Exhibitor will receive an invoice from the Space Foundation for the Total Rental Fees. The non-refundable Deposit (50% of Total Rental Fees) is due within 30 days of receipt of the invoice. **Failure to pay the Deposit within 30 days of receipt of invoice may result in forfeiture of exhibit space.** The remaining balance of Total Rental Fees is due by no later than January 3 of the Symposium year. If the invoice is dated after January 3 of the Symposium year, full payment of the Total Rental Fees is due upon receipt. **In the event Exhibitor fails to fulfill its obligations under the Contract, or Exhibitor withdraws its exhibit from the Symposium, all monies paid by the Exhibitor shall be retained by the Space**

Foundation. The Space Foundation reserves the right to make changes to the program, location of exhibit booths to maximize the usable space, and/or hours of exhibition.

9.5. Exhibitor Services Manual: The Freeman Company will provide to Exhibitor a packet that will serve as the exhibitor show kit (**Services Manual**), containing information and order forms required for the set-up, display, and tear-down of exhibit booths.

9.6. Display Regulations: The Broadmoor and The Freeman Company are the official supplier and shipper designated by the Space Foundation. Exhibitors that use other suppliers or shippers must notify the Space Foundation and The Broadmoor and provide the name, address, telephone number, and point of contact for alternate supplier or shipper. Exhibitor is responsible for ensuring that all such suppliers and shippers comply with all applicable Symposium requirements, rules, and regulations. Exhibitor shall provide to the Space Foundation and The Freeman Company proof of liability insurance by March 1 of the Symposium year. Exhibitors must send all communications directed to the Broadmoor and The Freeman Company to the following points of contact:

Broadmoor Contact: Jerry Homzy, the Broadmoor Convention Services Manager. The Broadmoor, P.O. Box 1439, Colorado Springs, CO 80901-1439; Phone: (719) 577-5816. To order services from The Broadmoor, please fill out the appropriate forms in the exhibitor Service Manual. Exhibitor may order services such as audio-visual, computer rentals, telephone lines, additional electrical outlet needs, and security guard service from The Broadmoor. **Orders must be received no less than SIX WEEKS prior to the opening of the Symposium.**

The Freeman Company Contact: Imelda Casteel, The Freeman Company. The Freeman Company, 4493 Florence Street, Denver, CO 80238; Phone: (303) 329-3442 or fax (303) 307-0529. Please contact Imelda Casteel for information and questions regarding set-up and design of booth.

A. Booth Size: Booth spaces are available on a square footage request basis (minimum size: 10’ x 10’). The overall height limit of a booth and all of its contents is as follows: 18’ with a 20’ high hanging banner limit. A low zone exists within four feet of unrelated neighboring exhibit booths and four feet into a booth from the front aisle. In a single 10’ x 10’ booth, this covers the entire front of the booth, leaving the Broadmoor Hall and Broadmoor Exhibit Center Pavilion (collectively “**Exhibit Center**”) with a 10 foot limitation. If any part of Exhibitor’s exhibit exceeds these dimensions, please contact Rhonda Truett at RTruett@SpaceFoundation.org or (719) 440-1261, to obtain written authorization prior to the opening of the Symposium. **Double Decker booths are not allowed in the Exhibit Center unless the exhibit is located next to an outer wall and Exhibitor has expressed written permission from the Space Foundation.**

B. Booth Structure (pipe and drape) and Center Restrictions: Exhibitor shall not post, tack, nail, screw, or otherwise attach **anything** to columns, walls, floors, or other parts of the Exhibit Center or pavilion or any non-Exhibitor owned booth structures or furniture. Signs, rails, and other booth features shall not intrude into or over aisles. In cases where the reverse side of an exhibit booth back wall, side wall, riser, or display is exposed to view, such portion of the display shall be suitably draped so that no part of the display, construction, electrical wiring, or the like is visible from the aisles of adjoining booths. Each exhibitor is entitled to a reasonable sight line from the aisle regardless of the size of their exhibit.

C. Space Restrictions: Aisles and other spaces in the Exhibit Center are not rented to exhibitors. No booth is to extend into this space. All displays, interviews, lectures, demonstrations, or any other type of activity shall be conducted inside the contracted exhibit space.

D. Signs: A 7" x 44" identification sign (company name, city, state) will be provided by The Freeman Company. Additional signs are the

responsibility of Exhibitor. Special signage arrangements can be made by contacting The Freeman Company.

- E. Provisions for Storage:** Fire regulations prohibit any storage in the Exhibit Center or The Broadmoor Complex, except within Exhibitor's booth. Arrangements for storage are the responsibility of Exhibitor. Exhibitor shall remove all packing containers, cardboard boxes, corrugated paper excelsior, and wrapping paper from the booth prior to the opening of the Exhibit Center. Storage arrangements can be made by contacting The Freeman Company.
- F. Electrical Needs:** The Services Manual will contain detailed information regarding additional electrical needs such as 220-volt electrical outlets, VCRs, and monitors. Specifications for larger electrical voltage needs and the like are available through The Broadmoor. Included in the packet will be The Broadmoor and The Freeman Company's descriptions of the available items, cost information, and order forms. Exhibitor must make arrangements with The Broadmoor for electrical needs **no less than SIX WEEKS prior** to the Symposium opening day.
- G. Telephones:** A limited number of pay telephones are available in the Exhibit Center. The Service Manual will contain detailed information regarding telephone lines available to exhibitors.
- H. Audio Equipment Volume:** Exhibitor shall maintain the volume of audio equipment at reasonable levels. No sound effects that carry to adjoining booths are permitted. Headsets with videos are acceptable. Exhibitor may show videos, slides, opaque materials, and other electronic visual media only within the confines of the exhibit booth.
- I. Character of Exhibits:** The Space Foundation reserves the right to determine the suitability and appropriateness of all exhibits, and the attire and conduct of all exhibit personnel, and to regulate the same at its sole discretion.
- J. Safety Provisions:** Exhibitors must provide the necessary shielding or safety items to protect attendees, other exhibitors, and all others from moving equipment and any other material, processes, or operations that might cause bodily harm. Exhibitor shall keep an adequate number of operable fire extinguishing equipment accessible in the exhibit booth at all times.
- K. Food:** Exhibitors may serve catered food at their booth only if the food is provided by The Broadmoor.
- 9.7. Security/Guard Service:** While The Broadmoor will provide scheduled perimeter security for the Exhibit Center for the duration of the Symposium, protection of Exhibitor's property, including insurance for the same, are Exhibitor's sole responsibility. Exhibitor agrees that the Space Foundation has no obligation to provide security services and the Space Foundation makes no representation whatsoever with the respect to security of the premises. Exhibitor hereby waives any and all claims against the Space Foundation relating to loss, damage, theft, and all other forms of damage and harm to Exhibitor property. Individualized security service is available through The Broadmoor. Further information will be provided in the Service Manual packet. Exhibitor should consider using locked facilities in its booth for storage of display materials and/or products.
- 9.8. Set-up/Tear-Down Times:** Set-up/tear-down hours vary by location and will be determined prior to the Symposium. The times will be sent to Exhibitor in an informational update. **If Exhibitor tears-down or packs its exhibit prior to the designated time, Exhibitor shall pay an early dismantling fee of \$350.00.** All exhibits must be removed from the exhibit area by 5 p.m. on the Saturday following the closing of the Symposium. Should The Broadmoor adjust the Exhibit Center completion date resulting in a change in the set-up and dismantling times, the Space Foundation will provide written notice to the Exhibitor.
- 9.9. Cleaning of Exhibits:** For the duration of the Symposium, Exhibitor shall keep its booth clean, neat and orderly. The Broadmoor will vacuum and maintain the Exhibit Center aisles. The Space Foundation will pay the cost to vacuuming the aisles.
- 9.10. Meetings:** Exhibitor shall not hold any meeting or event that conflicts with the Symposium exhibit viewing hours, meals, receptions, or sessions.
- 9.11. Exhibitor Badges:** Exhibitor badges must be kept to a minimum for security purposes. The number of exhibitor badges per Exhibitor will be

allocated on the total square footage of exhibit space purchased. Badge allocations are as follows: **100'= 5, 200'=10; 300'= 15; 400'=20; 500'= 22; 600'= 24; 700'=26; 800 or more sq. ft. = 28 badges.**

Space Foundation exhibitors may purchase additional badges by contacting exhibitorss@spacefoundation.org or (719) 576-8000. Exhibitor badges allow access only to the Exhibit Center and NOT the general sessions or event meals.

9.12. Exhibit Center Visitor Passes: Exhibit Center visitor passes are provided for customers, potential customers, or family members of Exhibitor. Visitors must adhere to posted visitor hours to tour the Exhibit Center. Exhibitor shall register its visitors with the Space Foundation, and Exhibitor shall be responsible for ensuring its visitors comply with applicable Symposium requirements, rules, and regulations. Each visitor may pick up his or her Exhibit Center visitor pass at Broadmoor Hall Exhibit Center North and MUST show photo identification. Exhibitor is liable for the conduct of its employees and visitors and any damages that they may cause. Misconduct by Exhibitor's employees and/or visitors on The Broadmoor grounds or while attending official or unofficial Symposium events may be grounds for expulsion of the employee/visitor and/or the Exhibitor, and cancellation of this Contract. In the event of expulsion/cancellation, the Space Foundation shall have no obligation to provide a refund of exhibit or registration fees to Exhibitor. The Space Foundation reserves the right to refuse a visitor entry into any Exhibit Center due to unacceptable attire worn by the visitor. Visitor badges allow access only to the Exhibit Center during regular visitor hours.

9.13. Meals: Exhibitor may purchase tickets for Symposium dinners and luncheons from the Space Foundation's customer service office prior to the event. To purchase meal tickets, call (800) 691-4000. The Space Foundation provides limited food and beverages for exhibitors in the exhibitor lounge. The Space Foundation assigns lunch ticket allotments by square footage of Exhibitor's booth space. Contact exhibitorss@spacefoundation.org for information regarding Exhibitors lunch ticket allotment and to purchase additional lunches for exhibitor staff.

9.14. Indemnity: Exhibitor agrees to indemnify and hold harmless the Space Foundation, The Broadmoor, their respective managers, sponsors, agents and employees, from all losses, damages, costs and expenses to the extent relating to or to the extent arising from death of or injury to person(s) whomsoever or property whatsoever, to the extent caused by Exhibitor's gross negligence or willful misconduct. If such damage or injury is determined to be due to the negligence of the Space Foundation or The Broadmoor, respectively, in which case the obligation to indemnify shall cease with respect to the negligent party only. Exhibitor shall include the Space Foundation as "Additional Insured" on Exhibitor's Certificate of Insurance. At least two weeks prior to the opening of the Symposium, Exhibitor shall forward a copy of Exhibitor's Certificate of Insurance Liability with company name and amount of coverage to Exhibitorss@SpaceFoundation.org.

9.15. Attendee and Exhibitor Roster Lists: The Space Foundation provides a Symposium attendee list to exhibitors. The purpose of the list is to allow Exhibitors to review the attendee list and determine if meeting opportunities exist during the event. Misuse or abuse of this list will result in expulsion of the Exhibitor and/or cancellation of the Contract, as well as exclusion from future Symposium events, all at the sole discretion of the Space Foundation.

9.16. Age Restrictions for Exhibit Center: Exhibitors must be 18 years or older to work in an exhibit booth. Visitors to the Exhibit Center must be 18 years or older with the exception of the Student Tours conducted by the Space Foundation Education Department. Cadets and other Exhibit Center visitors who are not 18 must get permission from Space Foundation personnel. Please contact Rhonda Truett at RTruett@SpaceFoundation.org with any request regarding visitors less than 18 years of age. Space Foundation reserves the right to approve or deny on a case-by-case basis.

9.17. Dress Code: The Symposium dress code is business for civilian attendees and service dress/class A uniform for military attendees. No relaxed casual wear, *i.e.*, flip flops, t-shirts, sweatshirts, jerseys, shorts, jeans or sandals, is permitted. Space Foundation reserves the right to refuse any person entry into Exhibit Centers due to improper attire.