



CALIFORNIA ASSOCIATION OF REALTORS®

EXHIBITOR CONTRACT
CALIFORNIA REALTOR® EXPO 2011/September 20-22, 2011

Company (Please type or print) _____

Contact Name: _____ Title: _____

(The person listed above is the contact for receiving all Exhibitor information)

Street Address: _____

(Street address must be provided for Contract Approval)

City/State/Zip: _____

P.O. Box/Zip: _____

Phone: _____ Fax: _____ e-mail: _____ http: _____

SPACE REQUESTED: Indicate booth choices in order of preference, as selected from the printed floor plan. Please provide four (4) choices.

1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____

(Booth numbers will be confirmed upon receipt of Contract and Full Payment.)

WE DO NOT WISH TO BE LOCATED ACROSS FROM OR ADJACENT TO THESE FIRMS:

Please list all products/services to be displayed at your booth. Products/Services not listed may not be displayed at the booth.

Please list any division, subsidiary or related entity of or within your company who will be attending EXPO with you. (Each division, subsidiary or related entity must have it's own 10x10 space and sign its own Exhibitor Contract with the California Association of REALTORS®):

Select category which best describes your company:

- Association, Career Accessories/Planners, Career Fashions, Commercial Real Estate, Commission Advances, Computer Hardware, Computer Software, Credit Reporting, Disclosure Reports, Education/Training/Seminars, Environmental Services, Escrow Services, Financial Investment Programs, Financial Loan Programs, Home Inspections, Image Consulting, Insurance, Errors & Omissions, Insurance, Home Warranty, Insurance, Life, Health & Disability, Insurance, Title, Internet Provider Services, Internet Services, Legal Services, Marketing/Promotional Programs, Multiple Listing Service, New Home Developers, Office Furniture/ Equipment, Office Supplies, On-line Mortgage Services, Pest Control Solutions, Photography/Advertising, Publishers/Printers, Real Estate Data, Real Estate Franchiser, Real Estate School, Relocation Referral Services, Security Services/Lockbox Systems, Shipping/Mail Services, Signs, Specialty Promotion Items, Telecommunications Tools, 1031 Exchange Programs, Web Publishing Services

IF YOU ARE EXHIBITING WITH THE CALIFORNIA ASSOCIATION OF REALTORS® FOR THE FIRST TIME, Please list two REALTOR® Business References on a separate sheet and include with this Contract.

CALIFORNIA SALES AND USE TAX REQUIREMENT: In Accordance with California Revenue and Taxation Code, C.A.R. must obtain written evidence that Exhibitors will not offer for sale or exchange any tangible personal property (i.e. books, tapes, software), retail or wholesale, at the EXPO, or if the Exhibitor will be doing so, the Exhibitor has a valid seller's permit. Please check appropriate statement:

___ We will NOT be selling or exchanging tangible personal property at the EXPO.

___ We will be selling or exchanging tangible property at the EXPO and understand we are responsible for collection and payment of all sales and use taxes. Enclosed is a copy of our valid seller's permit.

BOOTH FEES: \$2150 per 10x10 includes (1) 6' draped table, booth carpet, (5) badges/booth, (1) I.D. Sign, (1) trash can, 5-line Classified ad and Online Product Listing. Please add \$100 for each corner booth location(s).

We have selected: ___ 10x10 ___ 10x20 ___ 10x30 ___ 20x20 ___ 20x30 ___ 20x60

___ Enclosed is my check in the amount of \$ _____ Payable to California Association of REALTORS®

___ Please charge to my credit card the amount of \$ _____ . ___ MC ___ VISA ___ AMEX

Credit Card # _____ Exp Date: _____

Name as it appears on Credit Card: _____

Billing address of Credit Card: _____

By signing below, I expressly authorize the California Association of REALTORS® ("C.A.R.") and its subsidiaries to communicate with me and/or the company by fax, e-mail or telephone, at the fax numbers(s), e-mail address(es) and telephone number(s) provided above, with regard to C.A.R.'s or its subsidiaries' products and services.

SIGNATURE: Exhibitor warrants and represents that the individual signing below is a duly authorized representative with the authority to bind the Exhibitor in this Contract. By signing below, Exhibitor understands and agrees to abide by the TERMS and CONDITIONS printed on the back of this Contract and all amendments thereto.

Authorized Representative Signature: _____ Date: _____

Authorized Representative Name (print) _____

FOR C.A.R. USE ONLY: Booth #s Assigned: _____ Date Received: _____
Amount Received: _____ Exhibitor Refund: _____ Balance Due C.A.R. _____
Accepted: CALIFORNIA ASSOCIATION OF REALTORS®
By Anne Framroze, Vice President, Marketing/Communications Date: _____

TERMS AND CONDITIONS

The following Terms and Conditions govern this contract ("Contract") between the CALIFORNIA ASSOCIATION OF REALTORS® ("C.A.R.") and the Exhibitor:

1. **Acceptance.** Acceptance by this Contract by C.A.R. is effective when Exhibitor receives a returned copy signed by an authorized representative of C.A.R. C.A.R. reserves the absolute right to decline or reject any proposed Contract or request for booth space for any reason whatsoever.

2. **Exhibit Location, Dates, and Times.** The EXPO will be located at the San Jose Convention Center ("Convention Center"), 408 Almaden Blvd., CA 95110. Dates and times are:

Monday, September 19:	1:00 p.m. to 6:00 p.m. ("Move-In Day")
Tuesday, September 20:	7:00 a.m. to 1:00 p.m. ("Move-In Day")
Tuesday, September 20:	5:00 p.m. to 8:00 p.m. ("First Show Day")
Wednesday, September 21:	9:00 a.m. to 5:00 p.m. ("Second Show Day")
Thursday, September 22:	9:00 a.m. to 4:00 p.m. ("Third Show Day")
Thursday, September 22:	4:01 p.m. to 9:00 p.m. ("Move-Out Day")

While C.A.R. will use reasonable efforts to maintain the location, dates, times and floor plans of the EXPO, C.A.R. reserves the right to change any of these at any time and for any reason whatsoever without liability.

3. **Move-in/Move-Out.** All Exhibitors and/or their outside contractor must check in with the Official EXPO Contractor by 9:00 a.m. on Monday, September 19, and complete construction of their booth displays by 1:00 p.m. on Tuesday, September 20. If Exhibitor fails to check in as required herein, Exhibitor's booth space will be forfeited, available for resale, and any booth fees paid nonrefundable. If Exhibitor is unable to complete construction as required herein, C.A.R. may require dismantling. Dismantling of all booth displays must be completed by 12:00 midnight on the Move-Out Day.

4. **Unclaimed Property.** Any property remaining at the EXPO or Convention Center after 12:00 midnight on the Move-Out Day may be removed by C.A.R. or the Official EXPO Contractor. Exhibitor shall be responsible for all costs to remove and store such property. If such property is not claimed within five (5) calendar days of removal, C.A.R. will have the right to sell such property in any manner and apply the sales proceeds to costs incurred in removing and storing the property. Neither C.A.R. nor the Official EXPO Contractor shall be liable for any casualty, theft, damage, or other loss that may occur to such property during removal, storage, sale, or otherwise.

5. **Staffing of Exhibits.** Exhibit booths must be staffed at all times during show hours and no Exhibitor will be permitted to pack, remove, or otherwise dismantle their booth prior to the close of the show. Any exhibitor breaching this provision may be denied exhibit space in future events.

6. **Booth Space Prices; Payment.** Booth space prices are as follows: 10'x10' = \$2150; 10'x20' = \$4300; 20'x20' Island = \$8600. Please add \$100 for corner placement. An Island Booth = 4 corners= additional \$400. Payment is due in full with submission of this Contract. Payment shall be by credit card, check, or money order payable to the "CALIFORNIA ASSOCIATION OF REALTORS®".

7. **Discounts and Bonuses.** One complimentary five-line Classified Ad in the California Real Estate Magazine (CRE) EXPO Issue, valued at \$125 will be provided to each company with their exhibit booth Return Classified Ad form to C.A.R. no later than July 22. Company name listed in the EXPO Program if booked no later than July 22 and free listing of your company on EXPO Website, www.realtorexpo.org. A complimentary Online Product Listing on www.realtorexpo.org valued at \$500.

8. **Booth Space Furnishings and Restrictions.** The basic booth space is a uniform style exhibit booth 10' deep and 10' wide (unless otherwise noted on floor plan). Included with this is: rental of booth space; 8' high back wall drape and 36" high side rail drape; Booth and Aisle Carpet; (1) 6' Draped Table; (1) Trash Can; (1) 7"x44" Company I.D. sign; and daily aisle cleaning. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 5' of the booth material or equipment may be placed to a height not exceeding 8'. In the remainder of the booth, all display material or equipment shall not exceed 42" in height.

9. **Exhibitor Badges.** All representatives of Exhibitor must be registered with C.A.R. and wear Exhibitor badges at all times during the EXPO. Exhibitor badges are available at the Exhibitor Registration Area. Badges must be requested prior to September 6, 2011 to receive five (5) complimentary badges per booth purchased. Additional badges may be purchased. If badges requested after September 6, 2011, a service fee of \$25 per badge will be assessed. Exhibitor will also be assessed a service fee for name changes, replacement of lost badges, or other Exhibitor badge related services.

10. **Exhibitor Attendance During Non-Show Hours.** Exhibitor representatives will not be permitted to enter the EXPO earlier than 30 minutes prior to the scheduled opening time for each Show Day. Exhibitors requiring additional time must make arrangements for earlier admittance at Exhibitor Registration desk on the previous day.

11. **Booth Assignment.** Booth space is generally assigned on a "first-come first served" basis for Contracts that are complete and paid in full. However, priority assignment is given to C.A.R. sponsors and C.A.R.-endorsed companies. C.A.R. also considers prior participation in the EXPO when assigning booth space. In any event, C.A.R. reserves the absolute right to assign or change any booth assignment for any reason whatsoever. Booth space assignment will be indicated on the returned copy of this Contract.

12. **Use of Booth Space.** Exhibitor may not sublet, assign, or apportion all or any part of their booth space nor purchase multiple booth spaces for the purpose of subletting or assigning such booth space to third parties. Exhibitor is not permitted to allow representatives from non-exhibiting companies/firms, or divisions, subsidiaries or related entities of or within said companies/firms, to occupy its booth space, regardless of any affiliation that such representatives may have with Exhibitor, without the prior written approval of C.A.R. Each and every exhibiting company, division, subsidiary or related entity of or within said company/firm, must have a signed contract for booth space and must have paid in full.

13. **Official EXPO Contractor; Exhibitor Services.** The Official EXPO Contractor is GES Exposition Services. Exhibitor related services are available to all exhibitors from GES such as booth carpeting, display rental, decoration, furniture rental, signs, cleaning, electrical and telephone wiring, audio visual service, and labor. An Exhibitor's Service Kit will be provided before the EXPO with complete details and deadline dates for such services.

14. **Shipping Instructions.** Information on shipping methods and rates will be provided to all exhibitors. All property shipped shall be at the sole risk and expense of Exhibitor. The Official EXPO Contractor will provide storage for incoming freight, delivery to booth, removal, storage and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights and must be prepaid. The address on all shipments shall include the Exhibitor's name and booth number(s).

15. **Articles of Exhibit.** Only those goods or services identified in this Contract may be advertised, marketed, distributed, or sold by Exhibitor at EXPO.

16. **Advertising Material.** Exhibitor agrees that the use or distribution of any advertising material or souvenirs during the EXPO shall be subject to approval by the C.A.R. Such materials must be distributed from within the Exhibitor's booth except for materials approved by C.A.R. for inclusion in EXPO advance mailouts.

17. **Endorsement by C.A.R.** Unless expressly indicated otherwise, C.A.R. does not endorse or assume responsibility for any exhibitor and their products and services. Mere participation in the EXPO does not imply such endorsement. As such, Exhibitor understands and agrees that they may not advertise or otherwise represent that C.A.R. endorses its products and services unless such endorsement does in fact exist. Nor will Exhibitor disparage C.A.R., its subsidiaries or any C.A.R. endorsed business/service.

18. **Additional Qualifications for Exhibitors of Insurance Products.** Exhibitors who wish to exhibit or discuss insurance products in any manner must be legally admitted as an insurance carrier or as surplus lines broker in California and must otherwise comply with all relevant laws and regulations regarding insurance. Exhibitor must include a copy of Exhibitor's license from the California Department of Insurance and Exhibitor's rating with this Contract. Acceptance of this Contract does not constitute acknowledgement by C.A.R. that Exhibitor has met the requirements stated in this provision.

19. **Right to Eject Exhibits.** Exhibitor understands and agrees that their attendance and participation at the EXPO must comply with all provisions of this Contract. If C.A.R. determines Exhibitor is in breach of this Contract, C.A.R. may terminate this Contract and eject Exhibitor from the EXPO without a refund or liability. In the event Exhibitor is ejected from the EXPO, C.A.R. may resell Exhibitor's booth space and retain all fees received therefrom.

20. **Audio, Visual and Sound Effects.** Exhibitor may not operate audio, visual and sound effect devices, or any attention getting devices at the EXPO without prior written approval of C.A.R. If approval is granted, such devices must be operated in a manner that does not annoy or disturb other exhibitors. Filming, videotaping, broadcasting and other activities not considered by C.A.R. to be normal booth activities must also have prior written approval by C.A.R.

21. **Performance of Music; Intellectual Property.** Performance of music at the EXPO, whether recorded, lives broadcast or otherwise, is prohibited without the prior written consent of C.A.R. If consent is granted, Exhibitor understands and agrees that Exhibitor is responsible for all costs and licenses to perform such music. Exhibitor shall also be responsible for all costs and licenses to use any other licensed, patented, or copyrighted materials at the EXPO. Exhibitor agrees to indemnify, hold harmless and defend C.A.R. and the Convention Center, as well as their officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses, governmental fines or penalties, and costs or expenses (including court costs, interests, and attorney fees) of any kind whatsoever arising from Exhibitor's breach of this provision.

22. **Decorations; Balloons.** C.A.R. reserves the right to approve and determine final placement,

arrangement, and appearance of all exhibit decorations. C.A.R. is not responsible for any costs incurred by Exhibitor that may result from compliance with C.A.R.'s directives under this provision. Balloons are prohibited without prior written approval of C.A.R. Helium balloons are not allowed.

23. **Food.** All food items must be approved by C.A.R. and the Convention Center's exclusive catering service.

24. **Contractor and Labor Coordination.** The Official EXPO Contractor shall have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. It is highly recommended that for set-up and dismantling, the labor services of the Official EXPO Contractor be used. If an outside contractor is used, the following steps must be taken:

A. Notification to C.A.R. and the Official EXPO Contractor, with proof of adequate liability insurance at least 60 days prior to show set up. Booth number, name of Exhibitor and identification of the outside contractor must be included.

B. Check-in by all labor with the Official EXPO Contractor is required prior to start of set-up. No set-up may occur without authorization of the Official EXPO Contractor.

C. To conform to union contract rules and regulations, it may be necessary that all exhibitors use qualified union personnel for installation and dismantling of exhibits and for material handling at the EXPO.

All work involved in the erection, touch-up painting, dismantling, and repair of all exhibits may fall under union jurisdiction. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and/or decorative materials from the ceiling, placement of all signs, and the erection of platforms used for exhibit purposes. This does not apply to unpacking and placement of merchandise. Full-time employees of exhibiting companies may set their own exhibits provided that one person can accomplish the task in less than one-half (1/2) hour without the use of tools. If the exhibit preparation, installation, or dismantling requires more than one-half (1/2) hour, exhibitors must use personnel supplied by the Official Services Contractor. However, please note that when union labor is required, exhibitors may provide one full-time employee to supervise work with the union crew. Any full-time company personnel involved should be prepared to produce some type of company identification when engaged in these activities.

All work involved in the loading and unloading of all trucks, trailers and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment, is under union jurisdiction. The union also has the jurisdiction of the unloading, uncrating, unskidding, leveling, painting and assembly of machinery and equipment, as well as the reverse process. Full-time employees of exhibiting companies may 'hand carry' material provided they do not use material handling equipment. When exhibitors do choose to 'hand' carry material, they may not be permitted access to the loading dock/freight door areas. GES Exposition Services will not be responsible for any material we do not handle. **All exhibitors are expected to comply with any union requirements in effect and as outlined in the "SHOW SITE WORK RULES" section of the Exhibitor Kit.** Our work rules prohibit the SOLICITATION OR ACCEPTANCE of tips in cash, product or gifts in kind by any employee (union or non-union). Our employees are paid appropriate wages denoting professional status, therefore tipping of any kind is not allowed.

25. **Exhibitor Property.** Neither C.A.R., the Convention Center, nor the Official EXPO Contractor shall be liable for loss or damage to any Exhibitor's property in storage, in transit to or from the exhibit building, or while in Convention Center building or premises. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to or from, and within the confines of the exhibit hall even though it may at times be under the temporary control or direction of the C.A.R. or the Official EXPO Contractor.

26. **Damage to Convention Center.** Exhibitor shall be responsible for all damage to the Convention Center that is caused from Exhibitor's booth display or the acts and omissions of its representatives, agents, or contractors.

27. **Security.** C.A.R. may provide security for the EXPO. Such security is provided solely for the purpose of preventing unauthorized access into the EXPO and should in no event be relied upon as security for Exhibitor's property. As such, Exhibitor understands and agrees that C.A.R. is not liable for the acts or omissions of any security service provided which is alleged to result in the theft, loss, damage or other loss to Exhibitor's property while on the Convention Center premises.

28. **Cancellation by Exhibitor; Liquidated Damages.** Exhibitor may cancel this Contract at anytime. However, Exhibitor understands that C.A.R. will incur damages as a result of the Exhibitor's cancellation. Due to the difficulty of determining such damages, Exhibitor agrees to pay the following as liquidated damages in the event of Exhibitor's cancellation: fifty (50%) percent of the total booth fees paid if cancelled on or before June 1, 2011 one-hundred (100%) percent if cancelled after June 1, 2011. All cancellation notices must be in writing to be effective.

29. **Cancellation by C.A.R.** C.A.R. may cancel this Contract without liability if, for reasons beyond the control of C.A.R., C.A.R. is unable to comply with the terms of this Contract or hold the EXPO as scheduled. In the event C.A.R. cancels, Exhibitor shall be entitled to a refund of all booth space fees paid, less the expenses incurred by C.A.R. up to the date of cancellation that are allocable to Exhibitor after prorating such expenses among all exhibitors.

30. **Insurance.** For the dates of the EXPO, Exhibitor shall obtain and maintain Comprehensive General Liability insurance. Such policy shall provide minimum coverage of not less than \$2,000,000 per occurrence and shall name the "California Association of REALTORS®, Inc., its officers, directors, employees and agents" as additional insurers. A certificate evidencing such policy, its coverage, and indicating the additional insurers as required herein must be provided to C.A.R. prior to the EXPO. Failure to provide such certificate constitutes grounds for C.A.R. to cancel this Contract without liability and to retain Exhibitor's booth fees as liquidated damages. Exhibitor understands and agrees that neither C.A.R. nor the Convention Center maintains insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage for such property.

31. **Suite Reservations.** C.A.R. has a "hold" on suites at the C.A.R.-contracted hotels. C.A.R. may, at its sole discretion, release suites to companies which are deemed to be a contracted and approved Exhibitor of the California REALTOR® EXPO, and which meet any other criteria specified by C.A.R. Companies which are not participating as an Exhibitor in the EXPO may not reserve a suite during the days which are considered EXPO days. Suites are to be utilized for hospitality only and will not be provided to any company for display, exhibit purposes or seminar presentations. Should a company cancel its Exhibitor Contract, the release of the suite will be required by C.A.R. All suite reservations must be processed through the California Association of REALTORS®. Contact: Monica King, 213-739-8384.

32. **Outstanding Debts.** All outstanding debts owed to C.A.R. must be paid prior to participation in the EXPO. If such debts remain unpaid at the time of the EXPO, C.A.R. reserves the right to exclude Exhibitor from the EXPO without liability. Failure of C.A.R. to exercise rights under this clause will not waive C.A.R.'s right to full collection.

33. **Compliance with All Applicable Rules and Laws.** In addition to the provisions of this Contract, Exhibitor agrees to abide by all applicable rules, regulations, and state and local laws that may be applicable, including rules of the Convention Center and fire and safety regulations.

34. **Severability.** If any provision or provisions of this contract are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

35. **Choice of Law.** This contract will be construed under the laws of the State of California.

36. **Incorporation of Exhibitor Manual.** All policies, rules and regulations contained in the Exhibitor Manual provided by C.A.R. are hereby incorporated by reference and made a part of this Contract.

37. **Entirety of Contract.** This contract and all documents incorporated by reference constitute the entire agreement of the parties and may not be modified or amended in any respect whatsoever without written consent of C.A.R.

38. **Arbitration.** ANY DISPUTE, CLAIM OR CONTROVERSY IN LAW OR EQUITY ARISING OUT OF AND BETWEEN THE PARTIES TO THIS CONTRACT SHALL BE DECIDED BY A NEUTRAL ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL TAKE PLACE IN LOS ANGELES COUNTY. THE COSTS OF THE ARBITRATION, OTHER THAN ATTORNEY FEES, SHALL BE BORNE EQUALLY BY THE PARTIES. THE PARTIES SHALL HAVE A RIGHT TO DISCOVERY IN ACCORDANCE WITH CODE OF CIVIL PROCEDURE 1283.05.

39. **Americans with Disabilities Act.** Exhibitor warrants that its planned exhibit design and use of booth space at the EXPO will be in compliance with the Americans with Disabilities Act ("ADA") and hereby accepts full responsibility for compliance with the ADA. Furthermore, Exhibitor will notify C.A.R. and the Convention Center in writing of any disabled person(s) affiliated with exhibitor who may be attending the EXPO and specify special needs of such person. Such notice shall be given as soon as Exhibitor learns such person(s) will be attending the EXPO.

40. **Indemnification; Limitation of Liability.** EXHIBITOR ASSUMES FULL RESPONSIBILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ITS REPRESENTATIVES, AGENTS AND CONTRACTORS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND C.A.R., ITS OFFICERS AND DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, GOVERNMENTAL FINES OR PENALTIES, AND COSTS OR EXPENSES (INCLUDING COURT COSTS, INTEREST, AND ATTORNEY FEES) OF ANY KIND WHATSOEVER ARISING FROM SUCH ACTS, OMISSIONS, AND CONDUCT EXCEPT TO THE EXTENT THAT SUCH CLAIMS, LOSSES, AND DAMAGES ARE THE DIRECT RESULT OF C.A.R.'S GROSS NEGLIGENCE OR INTENTIONAL ACTS. IN ANY EVENT, C.A.R.'S LIABILITY TO EXHIBITOR UNDER THIS CONTRACT SHALL BE LIMITED TO AND NOT EXCEED THE AMOUNT OF BOOTH FEES PAID BY EXHIBITOR.