



FOREST PRODUCTS MACHINERY & EQUIPMENT EXPOSITION

EXHIBIT SPACE APPLICATION

Georgia World Congress Center- Building A
Atlanta, Georgia • June 6 - 7, 2013

Exhibiting Company Name _____
(Please use official company name as you wish it to appear in the Show Program)

Mailing Address _____

City _____

State _____ Zip _____ Country _____

Phone _____ Fax _____

Company E-mail _____

Website www. _____

Twitter @ _____

Exhibit Space Rates (10'x10' booths and larger)

100 - 399 sq. ft.	\$18.00/sq. ft.
400 - 999 sq. ft.	\$16.50/sq. ft.
1000 - 1999 sq. ft.	\$15.00/sq. ft.
2000 or more sq. ft.	\$14.00/sq. ft.

Product Categories: You can choose up to 6 categories. Please see Products Category Listing sheet for more information.

Principle Contact (Person who should receive detailed information and instructions including the Exhibitor's Service Manual and newsletters. This information is not published).

Name _____

Mailing Address _____

City _____

State _____ Zip _____ Country _____

Direct Phone _____ Cell Phone _____

Direct E-mail _____

Twitter @ _____

On-site Contact (Will receive e-mail notices and newsletters)

Name _____

Direct E-mail _____

Cell Phone _____

Direct Phone _____

Deposit Schedule

Between 6/1/12 and 1/31/13 - **50% of total space cost**

After 2/1/13 - **100% of total space cost**

Method of Payment (check one)

Check or Money Order

Wire Transfer

For bank details and instructions, contact egee@sfpa.org

Credit Card

Visa MC AmEx Discover

Card # _____

Exp. Date _____

EXHIBIT SPACE REQUEST, DEPOSIT CALCULATION

Please reserve _____ square feet of exhibit space with the dimensions of _____ frontage by _____ depth.

Payment Calculation:

$$\begin{array}{rcl} \text{_____} & \times & \text{_____} = \$ \text{_____} \\ \text{Square Ft.} & \times & \text{Space Rate} = \text{Exhibit Space Cost} \end{array}$$

Calculate Deposit: (50% Exhibit Space Cost) \$ _____

SHOW MANAGEMENT USE ONLY

Booth# _____ Size _____ x _____ = _____ sq. ft.

Total Cost \$ _____

Signed _____ Date _____

Southern Forest Products Association ("Sponsor")

Date

SUBMIT EXHIBIT APPLICATION and DEPOSIT to:

**Forest Products Machinery & Equipment Exposition
2900 Indiana Avenue
Kenner, LA 70065**

504/443-4464 ext. 214 • Fax: 504/443-6612
www.sfpaexpo.com • egee@sfpa.org

Application cannot be processed without deposit and all contracts must be signed regardless of form of payment. The 2013 Exhibitor Sub-license Terms and Conditions, and Sponsor's Display Rules and Regulations, together constitute this License Agreement.

Exhibitor Signature _____ Date _____

INCLUDED IN BOOTH RATE

Carpet – 16 oz standard carpet

Booth Cleaning – vacuuming on June 5

Booth Draping – Backwall and side curtains where appropriate

Identification Sign – 7"x44" single line sign

Registration Credentials – Two (2) registrations for the first 100 sq. ft.; One (1) registration for each additional 100 sq. ft.

Heavy Machinery Drayage – Uncrated heavy machinery and/or equipment shipped directly to the show site that does not require additional handling will not be charged by the CWT. Material handling service for these loads will only be charged by the actual man-hour and size of the lift per the rate schedule. For more information regarding the materials handling policy, please refer to the Materials Handling information sheet.

Registration List – post show electronic list.

Program Listing – includes company, booth number, address; e-mail, website and category listing in up to 6 product categories.

Website Link – Your company will be listed on the show website, www.sfpaexpo.com with a direct link to your website.

NOT INCLUDED IN BOOTH RATE

Cranes, Forklifts, In-Booth Rigging, Labor, Warehouse Shipments, Electrical, and Other Utilities

Spotting Fees – a ramp will be provided by GES Exposition Services for unloading and reloading mobile units. Exhibitors will incur a \$285 round trip mobile spotting fee for the first unit and \$150 for each additional unit. Track units requiring padding or matting will incur the round trip spotting fee plus time and materials. Exhibitors may bring their own padding or matting.

2013 EXHIBITOR SUB-LICENSE TERMS AND CONDITIONS

LICENSE FEES:

Exhibitor agrees to pay to sponsor a license fee for the assigned space in the amount prescribed in the rate schedule payable in two equal installments: the first installment equal to one-half (50%) of the total cost of the assigned space shall be paid upon execution of this Sub-license and the balance shall be paid on or before February 1, 2013.

Exhibitor shall have the right and option to cancel this Sub-license provided that written notice of such cancellation is delivered to Sponsor on or before February 1, 2013. In the event that Exhibitor exercises this option, Sponsor shall retain one-half (50%) of the total cost of the assigned space to reimburse Sponsor for the estimated costs incurred and to be incurred in connection with this Sub-license and in securing a new licensee for the space assigned. Any reduction of exhibit space subsequent to this agreement is considered a cancellation of that portion of the contract space and is subject to the same deposit retention provisions. From and after February 1, 2013, Exhibitor shall not be entitled to cancel this license and all outstanding balances of fees due shall be immediately payable.

EXHIBIT BOOTHS:

Dimensions for indoor and outdoor Exhibit Space ("booths") are shown on the floor plans of the Georgia World Congress Center ("GWCC"). Indoor booths are furnished with an 8' high draped backdrop, 36" high draped siderails (if required), and a 7" x 44" booth identification sign. Indoor island booths and outdoor areas are not provided any draping or a sign unless requested.

Displays erected at the Exposition must comply with the Exhibit Construction and Design Specifications Guide as set forth by the International Association of Exposition & Events (IAEE). These specifications are part of the general Display Rules and Regulations included in an Exhibitor's Service Manual that will be provided to each Exhibitor.

Exhibitor acknowledges that Sponsor reserves the right, in its sole and absolute discretion, to assign spaces for any Exhibitor's display and that Sponsor has made no representations or warranties to Exhibitor with respect to the availability of any particular

space at the GWCC. Whenever possible, space assignments will be made by Sponsor in keeping with the preference as to location requested by Exhibitor. However, Sponsor makes no guarantees in connection with such requests, and Sponsor reserves the right to assign all booth space.

Exhibitor shall submit to the Sponsor detailed plans for any exhibit which does not conform to the limitations set forth in the Display Rules and Regulations. Sponsor, in its sole discretion, may approve or disapprove of such plans. In the event Sponsor disapproves of such plans, Exhibitor will erect a display that conforms to the regulations or Sponsor's suggested modifications. Failure by Exhibitor to occupy assigned Exhibit Space or to erect a conforming display shall be considered a breach of this Sub-license.

OCCUPANCY:

Exhibitor agrees that its display shall be fully constructed and ready for final inspection by Sponsor by 6:00 P.M., Wednesday, June 5, 2013. Exhibitor further agrees that unless this Sub-License is sooner terminated according to the terms hereof, it shall maintain the exhibit in good condition and not dismantle such exhibit until 5:00 P.M. Friday, June 7, 2013.


EXHIBIT MATERIAL:

All Exhibitor's material and equipment must be shipped to the Exposition in accordance with the Sponsor's Rules and Regulations and the instructions provided by the material handling contractor in the Exhibitor's Service Manual. Exhibitor expressly acknowledges and agrees that neither Sponsor nor the GWCC shall be responsible for any loss or damage to any material or equipment consigned to any person or entity which is sent to or from the Exposition. All shipments of material and equipment must be consigned to the Exhibitor in care of the material handling contractor and must be prepaid. No material or equipment will be accepted if consigned or shipped to the Sponsor or the GWCC.

EXPOSITION RULES:

Exhibitor agrees to abide and be bound by

- (a) the Display Rules and Regulations for the Exposition which are incorporated herein and made a part hereof and which shall be sent to Exhibitor with confirmation of exhibit space;
- (b) that certain License Agreement dated December 22, 2011 by and between Sponsor and the GWCC and all addenda thereto (hereinafter called the "License Agreement").



By executing this Sub-License, Exhibitor agrees to abide and be bound by the provisions of each such document to the same extent as if the terms thereof were set forth in full herein.

All questions concerning the use of exhibit spaces at the Exposition not covered by this Sub-license or the Rules and Regulations shall be determined by Sponsor and such determination shall be binding upon Exhibitor. The Exposition is a trade show designed to provide a showcase for equipment, products and services customarily used or sold by the forest products industry and is not open to the general public. Sponsor reserves the right to refuse exhibit space to any Exhibitor whose display, in Sponsor's opinion, is not compatible with the general character and objectives of the Exposition.

Sponsor reserves the right to require the alteration or removal of any exhibit which, in Sponsor's sole discretion, detracts from the general character of the Exposition or which is objectionable due to excessive noise, safety, etc. This restriction also applies to persons, things, printed materials, actions, or anything of a character which may be deemed by Sponsor to be detrimental to the Exposition.

APPROVAL OF DECORATOR:

On or before March 25, 2013, Exhibitor shall submit to Sponsor a list, in writing, of all decorators, contractors and other service people and/or agencies that Exhibitor proposes to use in connection with its exhibit. Sponsor shall have the right to approve decorators, contractors and other service people or agencies employed by Exhibitor which approval shall not be unreasonably withheld.

MOVE-IN MOVE-OUT:

There is included within the term of this Sub-license the period immediately preceding and following the Exposition dates to be used by Exhibitor to move Exhibitor's display into the GWCC and to remove the display and all Exhibitor's property from the GWCC (the Move-in and Move-out Schedule). Sponsor shall provide to Exhibitor the Move-in and Move-out Schedule applicable to the Exhibitor in the Exhibitor's Service Manual.

Upon the expiration or sooner termination of this Sub-license, but definitely on or before 1:00 p.m. Sunday, June 9, 2013, Exhibitor shall immediately surrender exhibit space licensed to it, and any other portions of the GWCC occupied by it, to Sponsor and shall remove all goods and chattels brought into the GWCC by Exhibitor. If such property is not removed on or before the expiration or sooner termination of this Sub-license, Sponsor may store or caused to be stored any such property, and Exhibitor shall promptly reimburse Sponsor for all costs and expenses incurred by Sponsor in connection with such storage. Sponsor shall not be responsible or liable for any loss or damage to such property sustained in the course of such storage.

DAMAGE TO GWCC PROPERTY:

Exhibitor, shall not injure, mar, or in any manner deface any portion of the GWCC, and will not cause or permit anything to be done whereby the GWCC shall be in any manner injured, marred, or defaced. Exhibitor agrees that if the exhibit space or the GWCC is damaged by any act of Exhibitor, its agents, servants, employees, or invitees, Exhibitor will pay to Sponsor or to the GWCC, as their interests appear, such sum as may be necessary to restore the GWCC to the same condition as when Exhibitor received its exhibit space. Exhibitor's obligation to pay for such repairs shall survive the expiration or earlier termination of this sub-license.

No decorations and/or materials shall be placed in or on the GWCC, its walls or corridors, nor shall any advertising signs be supported by nails, tacks, screws, or pressure sensitive tape on walls or woodwork without approval of GWCC. All decorations must be approved by GWCC and shall be of non-flammable material and conform to the regulations of the Fire Marshall and all applicable ordinances of the City of Atlanta and the State of Georgia.

PROPERTY INSURANCE:

Exhibitor acknowledges that Sponsor has secured possession of the GWCC pursuant to a license agreement dated December 22, 2011 copy of which is available for inspection at Sponsor's office. Exhibitor acknowledges that Sponsor has not made any representations whatsoever concerning the condition of the GWCC or its suitability for Exhibitor's contemplated display. Exhibitor for itself, its agents, employees and invitees, agrees to take the GWCC as Exhibitor finds it. Exhibitor shall maintain insurance with such limits as Exhibitor deems advisable protecting Exhibitor, its agents, employees or invitees, against loss or damage to property of Exhibitor, its agents, employees or invitees. Neither GWCC nor Sponsor shall have liability for damage to or loss of property brought into the GWCC by Exhibitor, its agents, employees or invitees, and Exhibitor shall look solely to such insurance as Exhibitor elects to obtain for protection against loss or damage to any of Exhibitor's property or to the property of its agents, employee or invitees. Exhibitor waives and releases and shall indemnify and save GWCC, Sponsor, its officers, and employees, harmless from all claims, liabilities, costs and expense, including reasonable attorney's fees, for loss or damage of any property of Exhibitor, its agents and/or invitees, regardless of whether GWCC's or Sponsor's negligent or wrongful acts or omission caused, contributed to or aggravated the loss or damage.

LIABILITY INSURANCE:

Exhibitor shall, and shall require, its decorators, contractors and service people to maintain workers' compensation insurance in the amounts required by the laws of the State of Georgia during the entire term of the Exposition.

Exhibitor shall, and shall require, its contractors and decorators, to maintain in force and effect during the term of this license a policy of commercial general liability insurance, written on an occurrence basis, issued by an insurance company authorized to transact business in the State of Georgia and including contractual liability coverage insuring Exhibitor, its decorators and contractors; such insurance shall name GWCC, Sponsor, its officers, agents and employees, as additional insureds and shall waive all rights of subrogation against Sponsor, its officers, agents and employees, and such insurance shall provide that it is primary to any insurance carried by Sponsor. The limit of such insurance shall be not less than \$1,000,000 per person and \$3,000,000 per occurrence. The policy shall provide that it shall not be canceled without 30 days prior written notice to Sponsor. A certificate of such insurance shall be delivered to Sponsor not later than 45 days prior to the opening date of the Exposition (April 22, 2013). Failure to provide insurance or certificates of insurance in accordance with the requirements of this paragraph shall entitle Sponsor to terminate this Sub-license forthwith.

CONCESSIONS AND FOOD AND BEVERAGES:

The GWCC has reserved the right to provide and administer all concessions, and food and beverage facilities, and Exhibitor shall not be permitted to sell or dispense any food, drinks, programs, novelties, or souvenirs in or around the GWCC without the written approval of the GWCC. The dispensing of alcoholic beverages by Exhibitors in the exhibit area is prohibited.

UTILITIES:

The GWCC has agreed to supply acceptable levels of lighting, heating, and air conditioning, as well as adequate supplies of drinking water during the Exposition. Sponsor shall have no obligation to Exhibitor to provide any such utilities and failure of the GWCC to provide these utilities shall not entitle Exhibitor to terminate this license.

Any additional utility service required by Exhibitor must be provided by the GWCC at the sole cost and expense of Exhibitor. Applicable rates for such service will be published in the Exhibitor's Service Manual.

ADVERTISING:

Any advertising material which contains any reference to the GWCC must first be approved by the GWCC. Exhibitor acknowledges that such advertising may be required to carry logos, trademarks, or service marks of the GWCC.

COPYRIGHTS:

Exhibitor covenants and agrees that it will not permit music, either live or reproduced, to be played at the GWCC during the term of this sublease without first having obtained from the copyright owner or the owner's agent all requisite licenses. All such licenses must be posted in the Exhibitor's space and available for inspection by representatives of the show management and of the American Society of Composers, Authors, and Publishers (ASCAP) and/or Broadcast Music, Inc. (BMI).

Exhibitor hereby indemnifies and holds Sponsor and GWCC harmless from and against any and all claims, damages, losses, liabilities, costs (including, without limitation, attorneys' fees and court costs) arising out of, or in any way connected with the use by Exhibitor of any material which may be subject to, or covered by, any State or Federal copyright laws, or infringement upon any person's or entity's rights which may arise from any such State or Federal copyright laws.

ASSIGNMENT AND SUB-LICENSING:

Exhibitor's assigned exhibit space shall be for Exhibitor's exclusive use during the Exposition which shall run from June 6 - 7, 2013 (the "Exposition Dates"). Sponsor agrees not to change Exhibitor's assigned space unless Exhibitor consents to such change which consent shall not be unreasonably withheld, or unless circumstances beyond the reasonable control of Sponsor require that Sponsor make such an assignment change for the orderly conduct of the Exposition.

Exhibitor agrees not to assign, sub-license, permit the use of, or apportion, in whole or in part, the exhibit space, and Exhibitor shall not exhibit therein, or permit any other person or party to exhibit therein, any products, goods, apparatus, services, equipment, or matter of any kind manufactured, performed, or distributed by any party other than those manufactured, performed or distributed by Exhibitor in the regular course of Exhibitor's business, except upon prior written consent of Sponsor, which consent may not be unreasonably withheld. In the event Sponsor so consents to such an assignment, sub-license, use, or apportionment, Exhibitor shall not be relieved of, or released from, any of its obligations or duties, under this Sub-license, including, but not limited to, the prepayment of license fee.

INABILITY TO PERFORM:

In the event that Sponsor is prevented from conducting the Exposition for any reason beyond its reasonable control, including by way of illustration but not limitation, acts of God, strikes, lockouts, fire, etc., this Sub-license shall be immediately terminated and Sponsor shall refund to Exhibitor the amount of license fees theretofore paid by Exhibitor less a reasonable amount for expenses theretofore incurred or expended by Sponsor in connection with the Exposition. Upon such termination neither party hereto shall have any further rights or liabilities one to the other hereunder.

EVENTS OF DEFAULT, REMEDIES:

Any of the following events shall constitute an Event of Default under this Sub-license:

- (1) Exhibitor fails to pay the license fees when due.
- (2) Exhibitor fails to comply with any of the obligations, terms and conditions imposed on Exhibitor.
- (3) A petition for relief under the bankruptcy code or for appointment of a Receiver or Trustee of all or a portion of Exhibitor's assets is filed by or against Exhibitor.
- (4) Exhibitor makes an assignment for the benefit of creditors.

The following are the Remedies under this Sub-license:

If the Event of Default consists of failure to pay license fees when due, Sponsor may in its sole discretion terminate this Sub-License. Sponsor and Exhibitor agree that in such event Sponsor's damages will be difficult to ascertain and agree that Sponsor shall retain all license fees theretofore paid as liquidated damages and not as a penalty.

If the Event of Default is other than a failure to pay license fees then and in that event Sponsor may in its sole discretion terminate this sub-license and Exhibitor shall be responsible for any and all damages that Sponsor may sustain including all costs and reasonable attorney's fees incurred as a result of such default. Sponsor, its agents, employees and servants shall in no event be responsible for any damage or losses incurred by Exhibitor arising out of, or connected with, the termination of this Sub-License and the removal of Exhibitor and Exhibitor's property from the GWCC following an event of default hereunder.

WAIVER:

No failure of Sponsor to exercise, and no delay by Sponsor in exercising any right or power given Sponsor herein to insist upon strict compliance by Exhibitor with any obligation imposed on Exhibitor herein, and no custom or practice of either party hereto at variance with any term thereto, shall constitute a waiver or modification of the terms hereof by Sponsor or of the right of Sponsor to demand strict compliance by Exhibitor with the terms hereof. This Sub-license constitutes and contains the sole and entire agreement of Sponsor and Exhibitor, and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the exhibit space shall be of any force or effect. No officer, agent, or employee of Sponsor has, or shall have, any authority to waive any provision of this Sub-license unless such waiver is expressly made in writing and signed by an authorized agent of Sponsor.

MISCELLANEOUS:

- a) Time is of the essence of this Sub-license.
- b) If any clause or provision of this Sub-license is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Sub-license shall not be affected thereby unless such invalidity is, in the sole determination of Sponsor, essential to the rights of both parties in which event Sponsor has the right to terminate this Sub-license on written notice to Exhibitor.
- c) The terms and provisions of this Sub-license shall be governed under the laws of Georgia, U.S.A.