

APPLICATION & AGREEMENT FOR EXHIBIT SPACE

Association of American Law Schools
San Diego, California, January 6-10, 2009

Application for exhibit space at the AALS 2009 Annual Meeting indicates applicant's willingness to abide by all accompanying exhibit terms set forth herein including the reverse side of this agreement. Return yellow and white copies of this application with full payment. AALS accepts checks (payable to AALS), American Express, MasterCard and Visa for payment of exhibit fees. Mail application and payment to: Association of American Law Schools, 1201 Connecticut Avenue, N. W., Suite 800, Washington, D.C. 20036-2605.

Please enclose your certificate of insurance with this agreement. Exhibit space will not be assigned until the certificate is received. Please see #1 on the reverse side of this document for instructions.

A signed copy of this application will be returned to applicant as confirmation of acceptance.

All Booths are 10' x 10' at \$1,995 each.

_____ Booths @ \$1,995 each = \$ _____

TOTAL payment enclosed: \$ _____

** Payment to be made in US dollars drawn on US bank.*

Type or print information exactly as it should appear in printed Program and on Booth Sign.

COMPANY/ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (_____) _____ FAX: (_____) _____

COMPANY WEB ADDRESS: _____

AALS will provide a hyperlink from our web site to your web site.

EXHIBITOR KIT SHOULD BE SENT TO: _____

Name, Address (if different from above), Phone, Email

PRINCIPAL ON-SITE CONTACT WILL BE: _____

Name, Address (if different from above), Phone, Email

EXHIBITOR DESCRIPTION: AALS will include a description (not to exceed 100 words) of exhibitor products/services in the Exhibitor Program distributed to all meeting registrants. Please send your description via email attachment to *mcullen@aals.org*.

PLEASE INDICATE IF: Company will will not be selling merchandise directly on the exhibit hall floor.

INDICATE YOUR CHOICES OF BOOTH SPACE(S) BELOW. We cannot guarantee you will be assigned your choices of booths as they are assigned on a first come basis.

First Choice: Booth # _____

Third Choice: Booth # _____

Second Choice: Booth # _____

Fourth Choice: Booth # _____

Booth Height is _____ feet.

SPONSORSHIP OPPORTUNITIES: Check here if you are interested in sponsoring an event, publication or other conference item at the Annual Meeting. Participation as a Sponsor gives your company priority in booth assignment at next year's exhibit and provides one additional free full registration to this year's AALS Annual Meeting plus recognition of sponsorship in AALS materials and signs. Explanatory information is included in this mailing on fees and opportunities for sponsorship.

AUTHORIZED SIGNATURE: _____ DATE: _____

Signature provided herewith confirms exhibitor's agreement to all terms and conditions (#1-20) that appear on the reverse side.

PRINT NAME: _____ TITLE: _____

PHONE: (_____) _____ FAX: (_____) _____ EMAIL: _____

Please enclose your certificate of insurance with this agreement. Exhibit space will not be assigned until the certificate is received. Please see #1 on the reverse side of this document for instructions.

Method of Payment: Mail application and payment to AALS, 1201 Connecticut Avenue, N.W., Suite 800, Washington, DC 20036-2605

Check (made payable to AALS. Federal Tax ID #94-145-0490)

American Express **MasterCard** **Visa**

Name as it appears on credit card: _____

Credit Card #: _____ Expiration Date: _____

I authorize this charge on this credit card:

Signature of cardholder: _____ Date Signed: _____

Your application for exhibit space at the AALS 2009 Annual Meeting has been accepted and booth number(s) _____ is/are assigned to your company. An exhibitor service kit will be mailed to you by the official exhibit decorator, Convention Handling Service Inc.

Accepted By: _____ Date: _____

AALS

Please See Reverse Side for Exhibit Terms & Conditions

EXHIBIT TERMS AND CONDITIONS

This constitutes your contractual agreement. Please read carefully.

1. Insurance: The exhibitor shall agree to acquire at its own expense, general liability insurance with the following minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate. **The policy must include blanket contractual liability and must name as additional insured: (1) AALS, (2) Convention Handling Services (the exhibit management company), (3) San Diego Marriott Hotel & Marina and (4) the AALS Annual Meeting. Proof of this coverage by copy of insurance certificate is required prior to assignment of booth space.**

The exhibitor shall, also agree at its own expense to procure and maintain throughout the term of this contract, worker's compensation and occupational disease insurance in full compliance with all federal and state laws covering all of the exhibitor's employees engaged in the performance of any work for the exhibitor. A waiver of subrogation in favor of AALS, the exhibit management company, Hotel and the AALS Annual Meeting, shall be endorsed onto the workers compensation policy. Automobile liability coverage with minimum limits of \$1,000,000 shall also be maintained by the exhibitor. All insurance shall remain in force throughout the event. A minimum of 30 days notice of coverage termination must be given to each additional insured on the policy. All property of the exhibitor is understood to remain under its care, custody and control while in transit to, within, and in transit from the confines of the exhibitor hall.

2. Management: The exhibit will be conducted under the direction of the Association of American Law Schools (hereinafter referred to as AALS). AALS reserves the right, in its sole discretion, to accept or refuse an application, to make rules and regulations or changes in arrangements as it shall deem necessary, and to amend the same from time to time. AALS shall have the final determination and enforcement of all rules, regulations and conditions. All exhibit space, regardless of location, may be open only during the hours designated by AALS.

3. Standard Booth: All booths are 10' x 10' with an 8' high flameproof back wall drapery. A standard booth will carry the exhibitor's sign and booth number. One "full" registration and unlimited "exhibits only" registrations will be provided to exhibitors for each booth purchased for non-law school exhibitor personnel. The names must be provided to AALS National Office by December 5, 2008.

4. Floor Plan: Dimensions/locations shown on the floor plan are approximate. The exhibit hall is carpeted; ceiling height is 23'11". AALS will assign the location of all exhibits.

5. Furnishings: Furniture and/or additional draping, accessories, signs, electrical outlets, etc. are the responsibility of the exhibitor and should be ordered in advance from the AALS official show decorator. Exhibitor kits will be sent to exhibitors after applications are accepted and confirmed. All decorative materials must be fire-resistant.

6. Cancellation: Cancellation of booth space must be in writing by mail or fax to AALS. An administrative fee of 20% of the contracted booth(s) fee(s) will be assessed upon all cancellations. No refunds will be given to exhibitors who cancel after December 5, 2008. AALS will confirm receipt of all cancellation notices. AALS will only honor cancellation requests whose receipt has been confirmed.

7. Acceptability and Appearance of Exhibits: All exhibits shall be to serve the interests of AALS and its affiliates and shall be operated in such a way that will not detract from other exhibits and the exhibition or the meeting as a whole. AALS reserves the right to require the immediate withdrawal of any exhibit AALS believes not to be in accordance with the purpose of the Association. Acceptance of an applicant does not imply endorsement by the AALS of exhibitor's products or services; nor does rejection imply lack of merit of same. Each exhibit must be attractive in appearance. Unfinished side or end panels must be draped.

8. No Assignment or Subletting: The rights of an exhibitor are not assignable to any other firm or persons whatsoever. No exhibitor may assign, sublet or apportion the whole or any part of the space allotted him nor exhibit therein any other goods than those manufactured or sold in the regular course of business by the exhibitor.

9. Installation and Dismantling of Exhibits: All installation and dismantling of exhibits must be carried out during the time indicated in the accompanying exhibit information. No exhibit may be erected after the exhibition opens or dismantled before the closing time. The exhibit area must be completely set up by Tuesday, January 6th at 5:00 p.m. Exhibitors may obtain access to the Exhibit Hall at 12:00 noon on Monday, January 5th to begin installation. If any space remains unoccupied or display material unset one hour prior to show opening, AALS reserves the right to either remove all materials from the show floor and strike booth or require the decorator to set the booth. Exhibitor will be liable for all costs incurred. Exhibits may not be dismantled before 2:00 p.m., Friday, January 9th. Compliance with dismantle hour will be strictly enforced. Everything must be removed from the hall by 11:00 a.m., Saturday, January 10th. If spaces are not vacated by that time, AALS reserves the right to remove materials and charge the expense to the exhibitor. AALS will not be liable if damage to the materials is caused by such removal. It is the responsibility of the exhibitor to see that all materials are delivered to the Exhibit Hall and removed from the Exhibit Hall during the specified installation and dismantling hours.

10. Personnel: In order to conform to union contract rules and regulations, it will be necessary that all exhibitors use qualified union personnel for installation and dismantling of exhibits and for material handling within the show. If an exhibitor chooses to use a company other than the official decorator to install/dismantle the exhibit, proper insurance documents must be forwarded to AALS and the official decorator 30 days in advance of the show. The handling, placing or setting out of merchandise that is to be displayed does not require union labor and may be done by exhibitor. In addition, the installation or dismantling of an exhibit which does not require the use of hand tools, or more than one person, and can be accomplished within thirty minutes, may be performed by an exhibitor representative. The official decorator is responsible for maintaining in and out traffic schedules of the Exhibit Hall. Exhibitors, **including local companies**, should steer all movement of exhibit materials through the official decorator. Union jurisdiction allows hand-carried items only and will not permit exhibitors' use of dollies, hand trucks or pushcarts.

11. Drayage: Advance shipments of drayage material must be made through the AALS appointed drayage company, C.H.S., Convention Handling Service, Inc. The Hotel cannot accept direct shipments. If shipments are sent directly to the Hotel, they will be picked up by the drayage firm and stored until the Hotel is ready to accept the material on Sunday, January 4th. All costs incurred will be charged to the exhibitor by the drayage company.

12. Fire and Safety Regulations: All exhibitor materials must conform to national, state and local fire and safety codes. No combustible materials shall be used at any time. "Fire-proofed" paper is not considered non-combustible as interpreted by fire inspectors and is not permitted. All inflammable materials must be kept in safety containers. All local regulations will be strictly enforced and the exhibitor assumes all responsibility for compliance with such regulations. All decorations and booth equipment must be fireproofed and electrical wiring must meet the safety requirements of the official service contractor. No combustible materials shall be stored around exhibit booths. Electrical installation must conform to Union rules and regulations and to all national, state and local codes, as well as facility regulations.

13. Compliance with Regulations: Exhibitor participants, their employees, representatives or agents, may not bring or allow any articles to be brought into the hotel or any act performed on the premises of the hotel that will or may invalidate the insurance coverage or reduce the insurance coverage of the exhibitor, nor shall they permit any actions by their employees, exhibitor participants, or agents that will or may damage the property of the hotel. No signs or articles can be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner as to damage them. All space is leased subject to these restrictions. Participants will be held liable for any damage resulting from violations of these rules.

14. Security: AALS will provide Security Guards when the Exhibit Hall is open and closed. The protection of the property of the exhibitors shall at all times be the sole responsibility of each exhibitor. Neither AALS nor the Hotel accepts any responsibility for any loss, theft, or damage to an exhibit's display or materials; it is recommended that exhibitors carry insurance to cover any losses.

15. Circularization and Solicitation: Distribution of circulars or promotional material may be made only within the booth assigned to the exhibitor presenting such material. Circulars or promotional material may not be distributed or left for attendees to pick up in the aisles, registration areas or anywhere else in the convention facility outside of the exhibitor's assigned booth space.

16. Music Licensing: Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents, or employees within the premises covered by this License Agreement including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Exhibitor agrees to hold AALS harmless against any and all such claims and charges.

17. Hold Harmless Clause: Exhibitor assumes entire responsibility and hereby agrees to protect, defend and save AALS, staff and its representatives, the Hotel, the owner of the building in which the exhibit facility is located, and their employees and agents harmless against all claims, losses and damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof excluding any such liability caused by the sole negligence of AALS, staff, the Hotel, the owner of the building in which the exhibit facility is located, and their employees and agents.

In addition, exhibitor acknowledges that AALS, staff and its representatives, the Hotel, the owner of the building in which the exhibit facility is located, do not maintain insurance covering exhibitor's property and that it is the sole responsibility of exhibitor to obtain business interruption and property damage insurance covering such losses as exhibitor.

This agreement shall be construed solely as a license for the use of the exhibit space to be occupied by the exhibitor, and the exhibitor agrees that it has not relied on any oral or written representations not contained in this agreement. AALS disclaims any implied warranties of merchantability and/or fitness with respect to the services or material furnished to the exhibitor in connection herewith.

18. Interpretation, Amendments, Enforcement: Failure to comply with the Terms and Conditions or exhibitor information, or any amendment thereto, will be sufficient cause for AALS to require the immediate removal of the exhibit of the offending exhibitor, who will forfeit all further right to exhibit during the exhibition, together with all fees and rentals paid by the exhibitor, and AALS may lease any space so forfeited to another exhibitor. Exhibitor shall be liable for damages caused by failure to comply with the terms and conditions, exhibitor information and any amendment thereto, and repairs or damage to property may be made at exhibitor's sole cost and expense. The failure of management to insist upon a strict performance of any of these terms and conditions or information shall not be deemed a waiver of any rights AALS may have.

AALS reserves the right to cancel or postpone the exhibits and/or meeting for any of the following reasons: damage or destruction of the facility; acts of God; national or unforeseen emergency, public enemy, war or insurrections; strikes or the possibility of strikes; the authority of the law; for any cause beyond their control or where the sponsor, in its sole discretion, determines that the exhibits and/or meeting cannot be held as planned; or in a manner which will serve the best interests of AALS, the attendees and/or exhibitors; or where the success of the event will be adversely affected. In such events, AALS, at its sole discretion, may refund part or all of the exhibit fees and deposits received by AALS. Refunds will be limited to a maximum of the amount paid by the applicant to AALS. In no event will AALS or the Hotel be liable for any direct, indirect, actual special or consequential damages of any nature whatsoever, including but not limited to lost profits, business interruptions, or other economic loss to the applicant due to cancellation of the Annual Meeting.

AALS, through its representatives, shall have sole discretion in the interpretation and enforcement of all terms contained herein, and the power to make such amendment thereto and such further terms and conditions as they consider necessary for the proper conduct of the meeting. AALS reserves the right, in its sole discretion, to dismiss, prohibit or evict any exhibit which it believes does not conform to the general business character of the exhibits.

19. This document and its attachments represent the entire agreement between the exhibitor and AALS and may not be altered unless mutually agreed upon in writing.

