



## SECTION 5: PAYMENT DUE DATES AND TERMS

### THE FOLLOWING PAYMENT LIABILITY DEADLINES APPLY:

#### A. FOR THOSE CONTRACTING AT SPACE SELECTION:

- 20% of the total contracted exhibit space payment is due **January 24, 2015**.
- 60% of the total contracted exhibit space payment is due **March 27, 2015**.
- 100% of the total contracted exhibit space payment is due **June 5, 2015**.

#### B. FOR ALL OTHERS:

- 20% of the total contracted exhibit space payment is due **upon signing of this contract.\***
- 60% of the total contracted exhibit space payment is due **March 27, 2015.\***
- 100% of the total contracted exhibit space payment is due **June 5, 2015.\***

\*If contracting space on or before March 26, 2015, 20% is due upon signing of this contract. If contracting space March 27- June 4, 2015, 60% is due upon signing of this contract. If contracting space on or after June 5, 2015 100% is due upon signing of this contract.

#### C. **FAILURE TO MAKE PAYMENT BY SAID PAYMENT DEADLINES DOES NOT RELEASE THE EXHIBITOR FROM CONTRACTUAL OR FINANCIAL OBLIGATION.** Exhibitors will be liable for any collection expenses, including reasonable Attorney's fees; "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor.

#### D. **TO APPLY FOR SPACE:** Complete, sign and fax or email this contract to NTP at (703) 706-8234 or [sales@demashow.com](mailto:sales@demashow.com) and send payment, along with signed ORIGINAL contract to: The Diving Equipment & Marketing Association, File #57175, Los Angeles, CA, 90074-7175. A copy of this contract will be returned to you upon acceptance and execution.

#### E. **CANCELLATION: Exhibitor's space may be cancelled by DEMA for failure to pay balance when due.** In the event space is cancelled by DEMA, NO PRIOR PAYMENTS WILL BE REFUNDED TO THE EXHIBITOR and DEMA may lease such cancelled space to another exhibitor at its discretion. WRITTEN NOTICE OF EXHIBIT SPACE CHANGE OR CANCELLATION REQUEST ON COMPANY LETTERHEAD MUST BE RECEIVED BY NTP VIA **CERTIFIED MAIL** (please do not email) prior to each payment deadline in order for the exhibitor to avoid the financial liability associated with future payment deadlines.

## SECTION 6: PAYMENT METHOD

- Payment Option #1 – Credit Card:** To pay online visit the exhibitor section of [www.demashow.com](http://www.demashow.com) and use the company password & link found on your statement.
- Payment Option #2 – Check Enclosed:** U.S. Funds only drawn on US bank, payable to DEMA and sent to the address listed in Section 5, Part D.
- Payment Option #3 – Wire Transfer: Amount must include all wire fees.**  
Wire to: Bank of America, Anaheim, CA, 92805, Account #02099-16171, ABA #0260-0959-3. Please include your Company Name and Contract Number with your transfer information.

## SECTION 7: ADDITIONAL CONTRACT TERMS

**CONTRACT:** This is a legally binding contract for exhibit space at DEMA Show 2015. Additional terms appear in the Exhibitor Services Manual for DEMA Show 2015.

**CANCELLATION:** The Exhibitor specifically recognizes and agrees that DEMA will sustain losses in the event the Exhibitor modifies or cancels their exhibit space. In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those modifying or canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the modification of exhibit size or cancellation terms as being in the nature of liquidated damages, which is specifically designed to compensate DEMA for its losses and does not constitute a penalty. If an exhibitor should modify space or cancel and owes a liability which is unpaid, they are subject to the following restrictions: Inability to exhibit at DEMA Show 2015; Inability for any person to register or attend DEMA Show 2015 under Exhibitor name; Inability to earn space selection ("seniority") points for DEMA Show 2015; Inability to select exhibit space at DEMA Show 2015 until all paid exhibitors have selected exhibit space AND liability is paid; Inability to choose space or exhibit at any future DEMA Show beginning with 2015, until liability is paid; Assign Exhibitor account to a collections agent with resultant credit reporting; and Categorization as "Member Not In Good Standing." Categorization as such prevents the organization from voting in DEMA elections and prevents company representatives from running for the DEMA Board of Directors.

**NO SHOW POLICY:** If exhibit space is not occupied by Exhibitor as of 5:00 pm local Show venue time, November 3, 2015 in accordance with Show policy, NTP shall have the right to use the exhibit space. Re-letting by NTP of an Exhibitor's cancelled space shall not act to excuse Exhibitor from assessment.

**LIABILITY AND INSURANCE:** Neither DEMA, NTP and the Facility shall be held liable for and they are released from liability for any claims or loss to the person or property of the Exhibitor, its officers, agents, employees or other representatives resulting from or any cause. In no event shall DEMA, NTP, and the Facility and any of their agents, representatives, and employees be liable for any consequential or special damages. Exhibitor agrees the liability of DEMA, NTP and the Facility regardless of the form of action, shall be limited to exhibit fees paid under this Agreement. The Exhibitor shall indemnify and save harmless DEMA, NTP and the Facility and their agents, representatives, and employees for claims, liability, and costs connected with negligence by Exhibitor. Exhibitors and their agents shall maintain Commercial General Liability of \$1,000,000 per occurrence and \$2,000,000 annual aggregate naming as Additional Insureds DEMA, NTP, the Facility and their agents, representatives, and employees. Exhibitors and their agents shall maintain Worker's Compensation.

Please Initial: Exhibitor's Authorized Representative:  NTP: \_\_\_\_\_

**ARRANGEMENT OF EXHIBITS:** Standard exhibit space drape, background and side drape rails, gray carpeting and uniform two-line signs are provided without additional charge. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at its own expense and responsibility (they may, at Exhibitor's discretion be obtained through the official suppliers). Exhibit space backgrounds are eight feet in height and divider rails are three feet in height. In the areas five feet forward from the rear background of each exhibit space, display materials may be placed up to a height not exceeding eight feet from the building floor. In any portion of the exhibit space beyond five feet from the rear background of the exhibit space, all parts of the exhibit shall be placed not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. Hanging signs are ONLY permitted in island-type exhibit spaces with a minimum of 400 square feet and peninsula-type exhibit spaces with a minimum of 400 square feet. Banners must be hung at or below 20 feet measured from the building floor to the top of the banner. All exhibit spaces must remain carpeted (gray carpeting is included with exhibit space rental fee). Any deviation from the above regulations must be submitted to NTP for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of Show Management, will be prohibited. All demonstrations and exhibits must be confined to the exhibit space. No exhibitor, with the exception of pre-approved Pavilion coordinators, shall assign, sublet, or share the whole or any part of the exhibit space allotted, or have representatives, products, equipment, signs or printed materials from other than its own firm in said exhibit space without the written consent of NTP. Exhibitor agrees that any accident or injury within the exhibit space due to the Exhibitor's exhibit design or display execution is the sole responsibility of Exhibitor and hereby agrees to indemnify and hold NTP and/or DEMA harmless from any action brought against NTP and/or DEMA for such injury or accident.

**EXHIBIT HOURS:** Exhibit hours, listed in local venue time and subject to change, are as follows:

Wednesday, November 4, 2015 .....10:00 am – 6:00 pm  
 Thursday, November 5, 2015 .....10:00 am – 6:00 pm  
 Friday, November 6, 2015 .....10:00 am – 6:00 pm  
 Saturday, November 7, 2015 .....10:00 am – 5:00 pm

**GENERAL RESTRICTIONS:**

- DEMA Show is a trade event only and is only open to industry-related companies.
- The quantity of available Member-priced net square feet of exhibit space as described in Section 1 is limited by annual dues paid for DEMA Membership. Renewed 2015 Member-priced exhibit space is available as follows:

Annual Dues Level	Net Square Feet (NSF) of Exhibit Space Allowed at Member Price
\$200	200 NSF
\$525	600 NSF
\$2525	Unlimited NSF

- DEMA Member Exhibitors that exhibit as a non-profit organization may contract for a maximum of 200 nsf at the non-profit rate of \$5.00 per square foot. Additional space will be contracted at the applicable published rate based on membership status and the exhibit spaces allowed at Member price.
- Exhibitors must confine their activities to their contracted exhibit space and must follow all Show rules.
- Exhibitors will neither be permitted to use "strolling" entertainment outside of exhibit space nor to distribute samples, literature or souvenirs except from their own exhibit space.
- Exhibitor is prohibited from using amplifying equipment and sound levels objectionable to NTP.
- Exhibitors using music in their exhibit space, either live or mechanical, must provide NTP with a copy of Exhibitor's licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold NTP and/or DEMA harmless from any action brought against NTP and/or DEMA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors who use costumed models or mannequins should be sure that their manner of appearance and dress is such as to not offend even the most critical. Models must remain within the Exhibitor's exhibit space.
- Draping materials and other decorative materials must be flameproof and comply with all state and local regulations.
- NTP reserves the right to require modification of questionable exhibits at their sole discretion.
- "Cash and Carry" and retail sales are discouraged but not prohibited. Exhibitors conducting retail sales at DEMA Show must obtain the proper permit and abide by state laws pertaining to tax collection and reporting.
- Exhibitors holding hospitality functions in their exhibit space must obtain clearance from NTP prior to announcement of such functions.
- Exhibitors may not schedule events, tours, or transportation for attendees that will conflict with official DEMA Show events.
- No alcoholic beverages may be served in an exhibit space without written permission from NTP and the Exhibitor must provide an insurance certification for liquor liability that names DEMA and NTP as additional insured.
- Exhibitors that disassemble their exhibit prior to Show closing on the last day of the Show are subject to penalty that may include loss of seniority points.
- Exhibitors found to be in violation of Show rules are subject to penalty that may include loss of seniority points and loss of rank for future Show space selection.
- Exhibitors requesting modifications to their exhibit space (downgrade, upgrade, etc.) may need to be relocated. Relocation of modified exhibit space is at the discretion of NTP/DEMA.

