



2010 NJAA Conference & Expo Exhibitor Contract

Please complete, sign, and return to NJAA (by fax or mail shown below). Booths will be assigned on a first-come, first-served basis. Full payment for each booth is required with the submission of this agreement. If your booth choices indicate placement within two booths of a competitor, that selection will not be used. Please note that it is at the discretion of the NJAA to choose your final booth placement.

NJAA Use Only	
Booth No.:	_____
Date Stamp:	_____
Membership Status:	_____
Payment:	_____

1. EXHIBIT REGISTRATION

Please reserve for our (Exhibitor) use at: **NJAA's 21st Annual Conference & Expo** at the Trump Taj Mahal Casino Resort, Atlantic City, NJ on May 24-26, 2010 (hereinafter referred to as the Expo) the exhibit space as requested below. The Expo floor will be open on May 25 & 26, 2010. We understand that our use of this space is subject to the stated rules and regulations, which upon acceptance by the New Jersey Apartment Association (hereinafter referred to as NJAA), shall be a binding contract between the Exhibitor and NJAA.

Our preference of location on the official floor plan follows (list by booth number):

If your booth choices indicate placement within two booths of a competitor, that selection will not be used. Please note that it is at the discretion of the NJAA to select your final booth placement. Floor plan is subject to change without notice.

First Choice		Third Choice	
Second Choice		Fourth Choice	
		Fifth Choice	
		Sixth Choice	

Company Name: _____

Type of business, products sold or services provided: _____

Names of business(es) you do not wish to be placed directly next to: _____

We understand that in the interest of the success of the Expo, all assignments will be made as first-come first-serve basis after December 17, 2009. Assignments to floor space will be made whenever possible in accordance with the preferences indicated by each exhibitor, but please note that the NJAA does not guarantee any particular space. The NJAA will do its best to avoid locating similar businesses next to one another. If you would like to be placed next to a specific member, both contracts must be submitted together with a written request. **Show management retains the final say on which space will be assigned.**

2. EXHIBIT SPACE FEES

BOOTH SIZES AND DESCRIPTION	BOOTH RATES
Single Booth (10' x 10')	
Standard Booth, Member Rate	\$1,650
Premium Booth, Member Rate	\$1,900
Standard Booth, Non-Member Rate	\$2,250
Double Booth (10' x 20')	
Standard Booth, Member Rate	\$3,200
Premium Booth, Member Rate	\$3,800
Standard Booth, Non-Member Rate	\$3,800
Exhibit Space Subtotal: \$ _____	

3. COMPANY BOOTH CONTACT INFORMATION

The contact person listed below will be emailed show updates, attendee pre- and post- registrations lists. This person does not need to attend the event. **Please note that show badges will not be mailed and can be picked up on-site at the NJAA Registration Desk by one member of your company.**

Exhibitor information, including electricity forms, can be found on our website www.njaaconference.com, under Exhibitor Information.

Company: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

4. EXHIBITOR DIRECTORY INFORMATION

A directory of exhibitors will be given to all attendees at the event. Your company's listing in the Exhibitor Directory and all show materials will appear as indicated below:

Company: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Company Website Address: _____

To accompany your listing in the Exhibitor Directory, please provide us with a one-paragraph bio on your company. Longer descriptions will be edited, and all directory listings will be emailed to booth contact for approval. The NJAA is not responsible for misspellings or inaccurate information that is provided and/or not approved by the booth contact. The NJAA cannot guarantee your company's listing in the Exhibitor Directory and show materials if the Company Directory Information is received after April 23, 2010. Please limited your listing to 500 characters, including spaces. The Exhibitor Directory Confirmation Form will be emailed to the Company Booth Contact in February recapping the Exhibitor Directory information.

5. EXHIBITOR REGISTRATIONS

The Exhibitor Directory Confirmation Form will be emailed to the Company Booth Contact in February recapping the company's registered attendees. All names for badges are due by April 23, 2010. After this date, the 'add-on' pricing will not be extended.

Complimentary Full Exhibitor Registrations include access to all conference & expo functions, including the President's Reception, Keynote Luncheon, After Hours Party at the House of Blues, all education sessions, and all non-private meal functions. **Add-on Registrations** include access to the Keynote Luncheon, After Hours Party at the House of Blues, all education sessions, and all non-private meal functions. Access to the President's Reception is not included in the Add-on Registration.

Below are the 2010 booth allotments for complimentary registrations and Add-ons. Any additional registrations above the allotted amount will be charged the appropriate conference registration fee.

Booth Configuration	Complimentary Full Registrations	Add-on Registrations - \$150 each
Single Booth	2	1
Double Booth	4	2

Complimentary Registrations:

Name of Attendee #1 (included with all booths): _____

Name of Attendee #2 (included with all booths): _____

Name of Attendee #3 (included with Double booths only): _____

Name of Attendee #4 (included with Double booths only): _____

Add-On Registrations:

Name of Attendee #1 (included with all booths): _____

Name of Attendee #2 (included with Double booths only): _____

Add-on Registration(s) Subtotal: _____

6. CONTRACT DETAILS

Dated this _____ by and between _____
(hereinafter called Exhibitor) and the New Jersey Apartment Association (hereinafter called the NJAA).

WITNESSETH: That the NJAA, for and in consideration of the covenants and agreements herein contained, and the faithful performance by the Exhibitor of all such covenants, hereby grants to the Exhibitor the right to use the space(s) numbered and assigned on the official Floor Plan for the New Jersey Apartment Association 21st Annual Conference & Expo, scheduled to take place at the Trump Taj Mahal Casino Resort on May 24-26, 2010 and the NJAA agrees to hold and reserve said space in said Expo upon and after acceptance of this Agreement by said NJAA, except as hereinafter set forth. This Agreement is made and entered into upon the following special terms and conditions, which are mutually agreed to by parties hereto.

EXHIBIT FEES: The Exhibitor hereby covenants and agrees to pay for the right to use the said space(s) at the said price listed on page one of this contract. The exhibit space fee entitles the Exhibitor to full registrations based on booth configuration as follows - Single booth includes two (2) representatives of your company; Double booth includes four (4) representatives of your company. **Any additional representatives of your company must register and pay the appropriate fees at Exhibiting Companies conference pricing.**

Exhibit Space Fees are due within 30 days of signed contract and/or by April 1, 2010. If exhibit fees are not received within 30 days and/or by April 1, 2010, NJAA has the right to cancel contract and resell exhibit space. All contracts received after April 1, 2010 must include payment with submission of contract. No exhibit space will be held for Exhibitor until payment is received.

EXHIBITOR RATES: The Exhibit Space Fees are listed on Page 1 of said contact. For those Exhibitors who are receiving the Member Pricing, in the event that the 2010 Membership dues have not been received by March 1, 2010, the NJAA has the right to cancel said Agreement and resell the Exhibitor's contracted booth. Company's seeking Member Pricing that submit contracts after March 1, 2010, must have 2010 NJAA membership fees paid in full in order to process.

LIABILITY: The NJAA shall not be liable for any damages in the event that performance of this contract is rendered impossible for any of the following causes: destruction of the Trump Taj Mahal Casino Resort, or any substantial portion thereof, by fire, earthquake, the elements or a public enemy; strikes or other public disorder; impossibility of performance created by law or any public authority; and/or cause beyond its control or the control of the Trump Taj Mahal Casino Resort. The NJAA will, however, in the event of its not being able to hold the Expo for any of the reasons set forth above, reimburse the exhibitor's pro-rata the amount of rental paid by each Exhibitor, less expenses incurred by the NJAA in constructing and installing the exhibits. Such reimbursement shall be refunded to Exhibitors in the ratio of their rental payments prorated by the number of days the exhibit fails to proceed as scheduled. The NJAA and the Trump Taj Mahal Casino Resort shall not have any liability whatsoever to any person or property who or which might sustain injury or damage due to any act or failure to act by the exhibitor, his agents, servants or employees. Further, the Exhibitor agrees to indemnify and save harmless the NJAA and the Trump Taj Mahal Casino Resort for any claims whatsoever arising, but of such act or failure to act and shall defend and pay all fees and costs in connection with any such claim. The Exhibitor agrees to indemnify and save harmless the NJAA from any and all liabilities to any person or persons for or by reason of any condition, whether defective or otherwise, or of any apparatus, equipment or fixtures placed upon the said premises by the Exhibitor or any of its agents, servants, or employees. The Exhibitor will, if requested by the NJAA, furnish a certificate of comprehensive general liability insurance coverage providing limits of \$1,000,000 combined single limit bodily injury property damage which may be incurred by Exhibitor from whatever cause. Any Exhibitor who wishes to insure his personnel or goods against injury, theft, damage by fire, accident or other cause, must do so at his own expense.

FAILURE TO EXHIBIT: If the Exhibitor does not exhibit designated products in said space, or fails to comply in any other respect with the terms of this Agreement, then the NJAA shall have the right, without notice to the Exhibitor, to offer said space to another exhibitor and the Exhibitor agrees to forfeit all payments. The NJAA may, should any rented space remain unoccupied on the opening day, or at any time thereafter, rent said space to any other Exhibitor.

SUBLET OF BOOTH SPACE: The Exhibitor shall not assign or sublet any part of the space herein contracted for, without the written consent of the NJAA.

PRODUCTION COMPANY: The Official Production Company of the NJAA Conference & Expo is Vista Convention Services, 6804 Delilah Road, P.O. Box 3000, Pleasantville, NJ 08232. (609) 485-2421.

DECORATOR DETAILS: All booths will be provided with 8' high background drapes and 3' high side drapes. The background and side drapes for this expo will be gray.

BOOTH FURNISHINGS: Each Exhibitor will be provided at no charge a 7" x 44" sign indicating the booth number and the Exhibitor company name (as listed on page two under Exhibitor Directory Information). The following booth furnishings will be provided at no charge:

Single Booth: One 6' draped table, two chairs and one wastebasket

Double Booth: Two 6' draped tables, four chairs and one wastebasket

Additional booth furnishings and utilities will be provided on a rental basis through Vista Convention Services. **Please note that electricity will not be provided by the NJAA and is not included in the Exhibit Space Fees.**

Exhibitor Initials _____

CONTRACT DETAILS (CONTINUED)

MOTORIZED VEHICLES: The Trump Taj Mahal Casino Resort requires a permit from the Atlantic City Fire Marshall for all motorized vehicles that are powered by gasoline. The Exhibitor will incur the \$150.00 permit fee. (Price is subject to change by the Fire Marshall at anytime prior to the Expo). Fuel tanks shall be kept filled at a level of no less than ¼ and no more than ½ of its labeled liquid volume for vehicles on display 7 days or less. Vehicles must have a lockable fuel cap. The battery must be disconnected while vehicle is on display. The key to the vehicle must be turned over to the Trump Taj Mahal Casino Resort Security or Transportation Department upon delivery. At no time can the vehicle be moved while participants are present. Vehicles must never be started, driven or operated under their own power within the building. The Trump Taj Mahal Casino Resort's Security or Transportation Department will return the key to designated representative at the conclusion of the Expo. Vehicle must be delivered and removed in time-frame provided by Vista Convention Services and the Trump Taj Mahal Casino Resort.

ONSITE FOOD AND BEVERAGE: In accordance with the Trump Taj Mahal Casino Resort's rules and regulations, no outside food or beverage may be brought into the Expo area for the purposes of distributing it to attendees.

BOOTH CANCELLATION AND REFUND: After the date of entering into this Agreement, if the Exhibitor elects not to use the aforesaid premises for the purposes set forth in this Agreement, the Exhibitor shall notify the NJAA of such cancellation in writing to the NJAA's principal office. Said cancellation shall be effective as of the date of receipt of the aforementioned notice by the NJAA. In such event, the Exhibitor agrees to pay to the NJAA the following sum of money, which is hereby agreed upon as, liquidated damages for the breach of this Agreement, it being directly understood and agreed that the amount of damage which the NJAA may secure by reason of the breach hereof cannot be estimated or determined. Hence, this figure is arrived at, which is not a penalty, but it is expressly agreed upon as such liquidated damages:

- If such election is made more than sixty (60) days prior (on or before March 25, 2010) to the commencement of the Expo:
One half the exhibit space fee.
- If such election is made less than sixty (60) days prior (on or after March 26, 2010) to the commencement of the Expo:
No refunds will be issued.

DAMAGE TO BUILDING: No Exhibitor may allow any article to be brought into or any act done upon the premises which will violate or increase the premiums on the policies of insurance held by the owners of any of the buildings, nor deface any part of the building, nor permit anything to be done by employees by which the premises may in any manner be injured, marred or defaced. Violation of this rule will annul this Agreement and the Exhibitor will forfeit to the NJAA all monies which may have been paid for rental and reimburse the owners of the building or buildings for the cost of repairing such damages.

CARE OF SPACE RENTED: No boxes, crates, or packing cases will be allowed to remain in any space during the Expo. Exhibitors must, at their own expense, keep their respective spaces suitably arranged and maintain their paper, packing materials and articles of a like nature into the aisles after they have been cleared. Exhibitors' employees shall remove waste material to a place provided in the building.

The Exhibitor agrees not to deface, injure or mar the Expo Arena or any of the furniture or fixtures contained therein, and/or any of the property of whatever nature placed therein by the NJAA or the Trump Taj Mahal Casino Resort. The Exhibitor shall be liable to the Trump Taj Mahal Casino Resort and/or the NJAA for any damage resulting to such Expo Arena and/or the furniture and fixtures contained therein and/or such property placed therein by the NJAA, which shall occur by reason of the commission or omission of any exhibitor and/or its agents, servants or employees, and the Exhibitor shall defend and save harmless the NJAA from all claims and suits against the NJAA arising from the aforesaid commissions or omissions of the Exhibitor, his agents, servants or employees. All materials used by Exhibitors must conform to the requirements of the Fire Department and Board of Insurance Underwriters of the State of New Jersey.

EMPLOYEES OF EXHIBITORS: During the hours in which the Expo Arena is open to view, employees of the Exhibitor shall be confined to the spaces occupied by the respective Exhibitor, unless attending event or program for which prior reservations have been made. In no instance shall the Exhibitor's area be unoccupied.

INSTALLATION AND REMOVAL OF EXHIBITS: Expo set-up must be conducted on Monday May 24th between 12:00pm and 6:00 pm or Tuesday May 25th between 8:00am and 12noon. Exhibit must not be dismantled until after 1:00 pm on Wednesday May 26th, or at another time as communicated by the NJAA as the close of exhibit hours. All removal of exhibits must be completed by 5:00 pm on May 26th.

The Exhibitor is responsible for the transportation, installation and removal of all exhibit material. All tools, equipment and personnel shall be provided by the Exhibitor. Exhibitor or Exhibitor's Representative agrees to be present in booth during installation and removal of exhibits. All materials left by Exhibitor will be discarded and neither the NJAA nor Vista Convention Services are liable for any materials left at the Trump Taj Mahal Casino Resort or in the Expo Arena. In the event that any Exhibitor fails to complete pre-show installation or does not remove boxes and crates by the specified time, the NJAA reserves the right to remove, at the Exhibitor's expense and risk, all such exhibits and material pertaining thereto from the space allotted to such Exhibitor and cancel this contract. In such event the NJAA shall retain the amount paid by such Exhibitor as space rental and for liquidated damages covering expenses paid by the NJAA and the loss of rental from other Exhibitors.

All post-show exhibits not removed by 5:00 PM on Wednesday May 26th will be removed by the NJAA, Vista Convention Services or the Trump Taj Mahal Casino Resort at the express risk and expense of the Exhibitor. Any exhibits that are removed before 1:00 PM on Wednesday May 26th will incur a \$250 early removal penalty.

Exhibitor Initials _____

CONTRACT DETAILS (CONTINUED)

BOOTH ASSIGNMENT/CONFIRMATIONS: All space will be confirmed by the NJAA upon receipt of a signed contract and booth payment. The NJAA will fax to Exhibitor page 7 (Exhibitor Summary Sheet and Confirmation Form) of said contract with actual booth assignment. Any concerns regarding competitive or specific type of exhibitors should be communicated to the NJAA at the time of application for exhibit space. For those Exhibitors included in the lottery process, confirmation forms will not be faxed until December 18, 2009.

ARRANGEMENT OF EXHIBITS: The Exhibitor agrees to arrange their exhibits so as not to obstruct or interfere in any way with the general view or the view of the exhibits of other exhibitors, or the free passage of spectators. The decisions of the NJAA, Vista Convention Services and/or the Atlantic City Fire Marshall, as to what constitutes such obstruction or interference shall be final.

CONDUCT AND RESTRICTIONS: The NJAA reserves the right to decline any exhibit, Exhibitor or proposed exhibit which in its sole discretion is not suitable for Expo. The reservation concerns person, things, conduct, printed matter, souvenirs, catalogs and all other things, which affect the character of the Expo. Distribution of literature is specifically allowed from the Exhibitor's booth space only. Exhibitors are not permitted to distribute materials at entrance doors or areas predetermined for food and education, unless approved by NJAA. The NJAA has the right to confiscate any materials being distributed outside of the Exhibitor's booth. **EXHIBITORS ONLY** have the right to distribute catalogs, souvenirs and other matter from the space occupied by them. Any persons that are distributing company materials and are not exhibiting at the Expo, will be asked to vacate the Expo Arena immediately and will not be allowed to return nor issued a refund. It is at the discretion of the NJAA not to permit the Exhibitor that the said person was registered with to be allowed to exhibit at the 2011 event.

Exhibitors are limited to the following number of company representatives that are allowed to occupy exhibit space:
Single booths can have a maximum of three (3) staff personnel and double booths can have a maximum of six (6) staff personnel within said booth, at one time.

Exhibitors are encouraged to make displays educational and communicative. Distribution of literature, demonstrations, explorations, sales talks, negotiations and registration of prospects are specifically allowed, as well as, actual sales on the floor and taking of orders/sales for future delivery.

Exhibitors are prohibited from soliciting customers in other Expo booths, in the aisles or in any other areas of the Expo Floor, i.e., entrance doors and food/sitting areas. Exhibitors may not enter the booths of other exhibitors without invitation; no exhibitor may call or invite a visitor out of one exhibitor's booth space and into their own. Exhibitors must remain in their own exhibit space while distributing literature, product samples or other materials. The aisles may not be used for any product/service business solicitation purposes. The NJAA has the right to ask any Exhibitor to vacate the Expo Arena that does not comply by the above.

Due to safety and liability issues, Exhibitors are not permitted to bring any persons under the age of 18 on to the Expo Floor, this also includes during set-up and break-down of the Expo. If a minor is present on the Expo floor at anytime, the minor and persons accompanying them will be asked to leave the area immediately, regardless of the situation. If this circumstance prohibits the Exhibitor to exhibit, the Exhibitor will not be issued a refund for all monies including registrations and the NJAA has the right to resell the Exhibitor's space.

CONTRACT MODIFICATIONS: This agreement shall not be modified unless same is done in writing, signed by a duly authorized representative of the Exhibitor and accepted by the NJAA.

RULE CHANGES: The NJAA reserves the right to make reasonable changes in the foregoing rules, exhibit hours and move-in/move-out arrangements as long as such changes have been approved by the Convention Committee. All rules and regulations are subject to the terms and conditions contained in any AGREEMENT WITH THE TRUMP TAJ MAHAL CASINO RESORT AND SHOULD BE EXPRESSLY INCORPORATED INTO ANY SUCH AGREEMENT.

Exhibitor Signature

Date

CONTRACT DETAILS (CONTINUED)

2010 NEW JERSEY APARTMENT ASSOCIATION CONFERENCE & EXPO

EXHIBITOR SUMMARY SHEET AND CONFIRMATION FORM

PLEASE KEEP A COPY FOR YOUR FILES

For NJAA USE ONLY: (NJAA to return to Exhibitor Upon Acceptance of Contract)

Contact Name: _____ Company: _____

Fax Number: _____ Date: _____

PAYMENT INFORMATION:

Visa MasterCard American Express Check (Payable to the NJAA)

Card #: _____

Security Code: _____ Expiration Date: _____

Cardholder Signature: _____

Cardholder Address: _____

Exhibit Space Subtotal (from Page 1): \$ _____

Add-on Registrations Subtotal (from Page 3): \$ _____

TOTAL AMOUNT DUE: \$ _____

NJAA Staff Use Only:

Batch No.: _____ Authorization Code: _____ Date: _____

BOOTH ASSIGNMENT (to be completed by NJAA):

Exhibitor has been assigned Booth Number _____ at the
2010 NJAA Conference & Expo
Trump Taj Mahal Casino Resort - Mark G. Etes Arena - May 25 & 26, 2010

PLEASE SIGN THE EXHIBITOR SECTION BELOW

Contracts must be signed and each contract page initialed in order to be processed.

The undersigned Exhibitor proposes to exhibit:		The NJAA accepts this contract for space:	
Signature:		Signature:	
Print Name/Title:		Print Name/Title:	Michelle Rogala, Events Manager
Date:		Date:	

All pages of this contract must be returned in order to process. Make sure pages 4&5 are initialed and page 6 is signed.