CONTRACT FOR EXHIBIT SPACE

1st Statewide Environmental Justice Conference Sheraton Harrisburg Hershey Hotel 4650 Lindle Road April 26-28, 2009 * Harrisburg, PA 17111

www.depweb.state.pa.us/ejconference

Organization Name:
Booth Operators Name:
Street Address:
City/State/Zip:
Telephone:
Email:Fax:
We hereby make application for exhibit space at the 1 st Statewide Environmental Justice Conference: □ Basic Booth Package: □ For Profit: \$400 per booth and two chairs □ Non-Profit: \$150 per booth and two chairs
□ Upgraded Booth Package with Sponsorship: \$5,000 and up □ One (1) booth free and two chairs
Allowable Exhibit Items: Table top, printed materials, give-aways, screen, laptop, or/and a booth that fits in the assigned space. Items in addition to those mentioned above may require insurance. Please contact Arthur L. Frank MD at 215-762-3930 to verify if an insurance policy will be needed for your exhibit.
Payment for Space/Cancellation: Under the terms of the attached contract, the exhibitor agrees to pay the total fees with this application. There will be no refunds for cancellations.
This application, the attached terms and conditions, and the exhibitor prospectus become a contract when signed by exhibitor and accepted by the 1 st Statewide Environmental Justice Conference committee on behalf of the Drexel University School of Public Health. Exhibitor certifies that it is an Equal Opportunity Employer. Exhibitor agrees to abide by all rules, regulations, requirements, and terms and conditions outlined in the attached terms and conditions and exhibitor prospectus.
Check Payments Payable to: Drexel University School of Public Health
Mail Contract and payment to: Drexel University School of Public Health, Department

Exhibit Management Use Only

Amount Paid: \$ Total Number of Booths: Booth(s) Assigned

of Environmental and Occupational Health, 1505 Race Street, MS 1034, Philadelphia,

PA 19102 Phone 215-762-6120 Fax 215-762-8846, alf13@drexel.edu

EXHIBITOR TERMS AND CONDITIONS

The following terms and conditions have been designed for the benefit of all exhibitors and, along with application and the exhibitor prospectus, constitute a contract between exhibitor and the Drexel University School of Public Health. Exhibitor agrees to comply fully with the terms and conditions and Drexel University School of Public Health reserves the right to terminate the exhibitor's display privileges at any time for breach of the same. In the event booth termination occurs, exhibitor agrees to close its exhibit space and remove its exhibit from the exhibition area without disrupting the meeting. Termination of exhibitor's for any violation of these terms and conditions shall not give rise to a claim for either a partial or full refund of the exhibition and/or sponsorship fees paid by exhibitor.

Booth and Exhibit Specifications: Exhibitor and its respective exhibit shall adhere to its assigned exhibit space. Drexel University School of Public Health reserves the right to change the location of and exhibit/booth if deemed necessary by the 1st Statewide Environmental Justice Conference. Exhibitor agrees that there will be no objectionable noise, odor or other disagreeable feature attendant to its exhibit. Exhibitor agrees to install its exhibit so that remains within the confines and will not project beyond its assigned exhibit space. No exhibit shall obstruct or otherwise interfere with the other exhibits.

Default in Occupancy: Any exhibitor failing to occupy its exhibit space must still fulfill its contractual obligation to pay exhibition and/or sponsorship fees and is not entitled to either partial or full refund of the same. If exhibitor fails to occupy its assigned exhibit space by the prearranged time for completion of installation of exhibits, its exhibit space may be repossessed and reassigned by Drexel University School of Public Health.

Exhibit Hours: Set-up time is Sunday from 5:00-8:00 pm or Monday from 7:00 am -9:30 am. We ask that all vendors be set up by 10:00 am. The scheduled hours for vendors are Monday, April 27^{th} from 10:00 am -5:00 pm and Tuesday from 8:00 am -2:00 pm. Exhibits can be dismantled between 2:00 pm and 4:30 pm on Tuesday, April 28^{th} . Exhibitors must fully staff their respective exhibits during exhibit hours. Exhibitors shall not vacate or tear down their respective exhibits prior to the closing of the conference.

Restrictions in Operations of Exhibits: Exhibitors shall not change the location or otherwise alter their respective exhibits without prior consent from Drexel University School of Public Health. Exhibitors shall not permit non-exhibiting entities or representatives in their respective assigned exhibit spaces. No recorded or live music is permitted in exhibit spaces. Drexel University School of Public Health reserves the right to restrict or relocate, at exhibitor's expense, any exhibits which, because of noise, method of operation, materials, traffic congestion, or any other reason, are objectionable or disturb other exhibitors and/or

conference attendees. Aisle space within the exhibition area may not be used to distribute promotional material. Exhibitors planning to sell merchandise must comply with all state and local sales permit requirements.

Sale of Products/Services: Exhibitors are solely responsible for collecting and remitting applicable sales and use taxes to the City of Harrisburg. Drexel University School of Public Health will cooperate with Harrisburg officials to make applicable tax information available to exhibitors.

Protection of Hall Property: Exhibitors may not tape, paste, thumbtack, nail or otherwise affix signs or posters to the walls, columns, or booth drape, or hang items from sprinkler pipes. Any signs or posters leaning against the walls must be properly padded so as not to cause damage. Smoking is prohibited in exhibitor area.

Limitation of Liability: Exhibitor releases and waives any claim against Drexel University School of Public Health, its committees, executive board, members, agents, contractors or employees, Harrisburg/Hershey Sheraton Hotel, Commonwealth of PA committees, executive board, members, agents, contractors or employees, the Environmental Justice Advisory Board members (hereinafter referred to as "Indemnities"), arising from or in connection with any cause whatsoever, including negligence, loss, theft, damage, or destruction of goods, or for any injury to itself, its agents, employees and contractors while in or about the Harrisburg/Hershev Sheraton Hotel, or for any damage of any nature or character whatsoever including any damage to its business by reason of failure to provide space for the exhibit or the removal of the exhibit or for any action of any nature by it or any of them for failure to hold the Environmental Justice Conference on schedule. Exhibitor agrees to indemnify and to hold harmless and defend Indemnities from any losses, claims, liabilities, damages, and expenses (including attorneys' fees) arising from any cause whatsoever, including without limitation property damage or loss and injury or harm to persons, arising from or caused by Exhibitor's maintenance, use, set-up, construction, removal, and operation of its exhibit, or the acts or failure to act of the Exhibitor and its officers, directors, employees, agents, contractors and invitees while in or about the Harrisburg/Hershey Sheraton Hotel and from any breach of this contract.

Security and Insurance: The Indemnities will have no responsibility for the protection of the Exhibitor's exhibit, materials, or displays during the conference and the Exhibitor hereby releases each of them from any and all claims, losses, damages, and expenses arising out of any losses to any thereof. Exhibitor will utilize lock boxes and/or arrange for its own security in its booth, as appropriate, at its own expense.