



Statewide Highway Safety Conference

Vendor Registration Form

2009 Vendor Space Application/Contract

Instructions

Application/Contract will not be processed without:

1. Completed application and payment.
2. Signature of official representative.

Be sure to photocopy this application before returning it to the OHS.

Two complimentary conference registrations will be provided for each booth. **You will be receiving a Registration form to complete for your staff.**

Company Information

Name [As it should appear on booth sign and in the final program]

Address [Do not use P.O. Box Numbers]

City State Zip

Telephone Toll Free

Fax E-Mail

Web Site Address

On-Site Booth Contact/Person in Charge

Title

Products/Services being displayed:

Exhibitor Fees

\$300.00 PER 10 x 10 Booth

Check enclosed

Exhibitor Acceptance

Exhibitor agrees to abide by the Terms and Conditions and the Rules and Regulations which are made a part of the Contract by reference and are fully incorporated herein.

Agreed to:

Signature of Company Official Date

Printed Name of Signatory

Title

Exhibitor space confirmation, service manual, and other information should be sent to

Name

Address

City State Zip

Telephone Fax

E-mail

Please Submit To:
Office of Highway Safety
P.O. Box 1321
Dover, DE 19903
ATTN: Bonnie Whaley

For More Information:
Call (302) 744-2743



Statewide Highway Safety Conference

Terms & Conditions

2009 Exhibitor Terms & Conditions

1. Application

The Application/Contract must include information on products/services to be displayed and official signature with payment. Incomplete applications will not be processed.

2. Eligibility

The purpose of the Office of Highway Safety Conference Vendor area is the promotion and stimulation of interest for the products and services related to traffic safety. All products and services exhibited and/or promoted must be specifically related to this industry. Applications deemed ineligible will be returned.

3. Policy on Selling

In order to stimulate interest in the traffic safety, exhibitors shall be permitted to take orders for the sale of their products or services at the Show provided that the products or services are substantially related to this industry. Exhibitors shall furnish visitors with a price list for their products or services upon request. No cash sales, credit cards, or exchanges of products will be permitted. The Exhibitor shall be solely responsible for any federal, state or local tax required to be collected or withheld on any purchase.

4. Exhibitor's Representation

The application signatory or his/her designee shall be the official representative of the exhibiting company, certify representations and act on behalf of the exhibitor in all negotiations.

5. Agreement

Space assignment will be made on a first-come first-available basis. Confirmed space and location will be communicated when payment is received. OHS reserves the right to rearrange the floor plan at any time, as well as to relocate exhibitors should it become necessary or advisable in the best judgment of OHS. In the event any part of the exhibit hall is destroyed or damaged so as to prevent OHS from permitting an exhibitor to occupy assigned space during any part of the whole exposition period, or in the event occupation of assigned space during any part of or the whole of the exposition period is prevented by strikes, acts of God, national emergency or other causes beyond the control of OHS, this agreement shall terminate and the said exhibitor shall and does hereby waive any claim for damages or compensation against OHS, its directors, officers, agents, or employees, except the pro-rata return of the amount paid after deduction of actual expenses incurred by OHS, in connection with the conference. There shall be no further liability on the part of either party.

6. Booth Size

Minimum booth size is 8' X 10' or 80 square feet. Maximum booth size is 10' X 10'.

7. Cancellation

Notification of cancellation or reduction of space must be received in writing to OHS. Cancellations received by September 1, 2009 are entitled to a refund of fees paid, less 25% fee. For cancellations/reductions received after September 1, 2009, no refund will be made. In the case of the exhibitor not occupying assigned space by 12:00 p.m. on Wednesday, November 18, 2009, OHS is authorized to occupy or reassign the space in such a manner, as it may deem best for the Show without in any way releasing the exhibitor from any liability.

8. Liability and Indemnification

Exhibitor shall be fully responsible for and hereby releases the OHS from any claims, liabilities, losses, damages or expenses relating to or arising from any injury to any person, or any loss of or damage to property where such injury, loss or damage is incident to, arises out of, or is in any way connected with Exhibitor's participation in the conference. The Exhibitor shall protect, indemnify, hold harmless and defend the OHS, its officers, directors, agents, and employees against all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and costs of litigation arising in any manner, directly or indirectly, from Exhibitor's participation in the conference; provided that the foregoing indemnification shall not apply to injury, loss or damage caused by or resulting from the sole negligence of the OHS, its officers, directors, agents or employees. It is the Exhibitor's sole responsibility to obtain, at his own expense, any or all licenses and permits to comply with all federal, state and local laws and City of Rehoboth ordinances for any activities conducted in association with or as part of the conference.

The Exhibitor shall be fully responsible to pay for any and all damages to property owned by its owners or managers, which results from any act or omission of the Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless the Hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from or arising from or out of the Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of Exhibitor's occupancy and/or use of the exhibition premises, the Hotel or any part thereof. The Exhibitor understands that the hotel does not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain such insurance.

If any negligent or intentional act or omission of a party or its employees, agents or representatives occurs during the performance of this Agreement and causes or results in: (i) damage to or destruction of property of the other party or third parties, and/or (ii) death or injury to persons including, but not limited to, employees or invitees of either party, then such party shall indemnify, defend (at the other party's option), and hold the other party, its officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from the act or omission. The indemnifying party shall pay or reimburse the other party for all such damage, destruction, death or injury, and for all related costs and expenses, once liability has been established through a judgment by a court of law.

9. 2009 Exhibitors Rules/Regulations

The Exhibitor understands and accepts that these Terms and Conditions and the Rules and Regulations are integral and binding parts of this contract. OHS shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations. The decision and interpretation of OHS shall be final and the Exhibitor hereby agrees to abide by said interpretation which, if requested, shall be in writing and become part hereof, unless duly endorsed hereon.



Statewide Highway Safety Conference

Rules & Regulations

2009 Exhibitor Rules & Regulations

1. Exposition Dates and Hours (subject to change)

Wednesday, November 18, 2009 - 12 p.m. – 5 p.m.
Thursday, November 19, 2009 - 8 a.m. – 5 p.m.
Friday, November 20, 2009 - 8 a.m. – 1 p.m.

2. Installation of Exhibits

Installation of exhibits at the Atlantic Sands Hotel & Conference Center may begin at 8 a.m. on Wednesday, November 18, 2009. Setup must be completed by 12 p.m. on Wednesday, November 18, 2009.

3. Dismantling of Exhibits

Teardown will begin on Friday, November 20, 2009 at 1 p.m. Each exhibitor will complete arrangements for removal of material from Atlantic Sands Hotel. All exhibit material must be packed and ready for removal by 5 p.m.

4. Design of Exhibits

All efforts to design the booth must be done in such a way as to not violate the rights of other exhibitors and visitors. Booths must not extend beyond 8' in height. Further, reasonable sightlines of neighboring exhibitors must be allowed.

5. Operation of Exhibits

- a. Booths must be open to all registrants, and exhibitors may not limit admission to any special group or class.
- b. Adjoining aisles must remain clear to assure proper traffic flow.
- c. Exhibits should include descriptive and educational brochures. Demonstrations are to be straight-forward, professional and non-combative in nature and must avoid the use of sideshow or theatrical gimmicks. Equipment for demonstrations must not pose a safety hazard.
- d. It is the responsibility of the exhibitor to receive prior approval from the OHS for any product demonstration or presentation which may be questionable in nature.
- e. OHS reserves the right to order objectionable presentations discontinued until such time as a mutually agreeable presentation may be developed. The exhibitor waives any rights or claims of damages arising out of enforcement of this rule.
- f. Vendors are not allowed to share booth spaces.

6. Compliance with Laws

Exhibitors shall comply with all laws of the United States and state of Delaware, all ordinances of the city of Rehoboth and, whenever applicable, all rules and regulations of the local police and fire department and policies and criteria established by the Atlantic Sands Hotel for the use of the facilities.

7. Exhibit Labor

Full-time employees of exhibiting companies may set up their own exhibits. Exhibitors are permitted to use their own tools to set up their own exhibits. Employees should be prepared to produce some type of company identification when engaged in these activities.

8. No Smoking Policy

It is OHS policy that smoking is prohibited at all conference activities including, but not limited to, Exhibits, Sessions, Committees.

9. Suite Entertainment

Any exhibiting company who wishes to reserve a suite at the Atlantic Sands Hotel for entertainment purposes should notify Allison at 302.227.2511 (ext. 395) Atlantic Sands Hotel.

10. Endorsements

OHS does not approve, endorse or recommend the use of any specific commercial products or services. The exhibitors may not, therefore, state or imply either verbally, or in printed literature, that their products or services are approved, endorsed or recommended by the OHS.

11. Enforcement of Rules/Regulations

Violations of these Rules and Regulations or the Space Contract Terms and Conditions by the exhibitor or its employees or agents shall, at the sole option of OHS, forfeit the exhibitor's right to occupy space at the 2008 Conference and such exhibitor shall forfeit to OHS all monies paid or due. Upon evidence of violation, the OHS may terminate this agreement, re-enter and take possession of the space, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages which OHS may incur thereby.

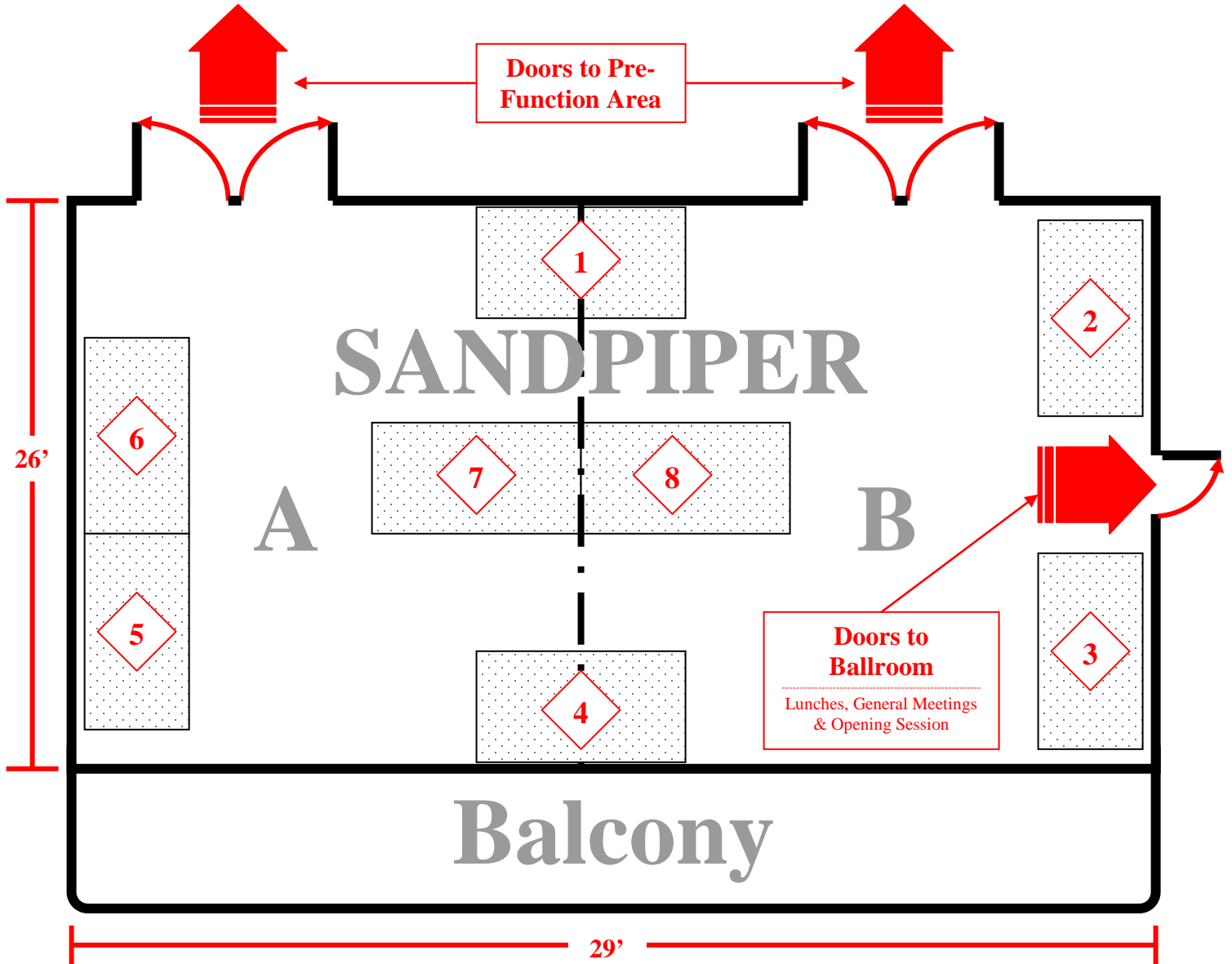
12. General Information

All matters not covered by these Rules and Regulations are subject to the decision of the OHS acting through assigned staff. These Rules and Regulations may be amended at any time by the OHS and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original Rules and Regulations. All portions of this contract are self-sustaining and capable of separate enforcement. In the event of any amendment or additions to these Rules and Regulations, written notice will be given by the OHS to such exhibitors as may be affected by them. The abbreviation "OHS" used in the Rules and Regulations shall mean Office of Highway Safety.



Atlantic Sands Hotel & Conference Center

--- 3rd Floor ---



Other Important Notes:

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| <ul style="list-style-type: none"> • 1 (6') Table Provided • 2 Chairs Provided • Pipe & Drape Provided | <ul style="list-style-type: none"> • 8' x 8' or 8' x 10' spaces as space permits • More vendor space will be offered in the Ballroom |
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