

NAFSA 2012 ANNUAL CONFERENCE & EXPO

EXHIBIT SPACE APPLICATION & CONTRACT

EXHIBITING ORGANIZATION: _____
(Organization name to be listed in conference program)

Contact: _____ Title: _____

Mailing Address: _____

City: _____ State/Prov: _____ Zip/Postal Code: _____ Country: _____

E-mail: _____ Tel: _____ Fax: _____

BOOTH SPECIFICATIONS & RATES

BOOTH CATEGORY	NUMBER OF BOOTHS	GPP RATE	STANDARD RATE
10' x 10' Premium (P)	_____	\$ 4,750	\$ 5,900
10' x 10' Corner	_____	\$ 4,150	\$ 5,250
10' x 10' Aisle	_____	\$ 3,250	\$ 4,050
Shared Booth/Subletting Fee (in addition to cost of booth)		N/A	\$ 750
		=====	=====
SUBTOTAL:		\$ _____	\$ _____
*Hanging Sign (add 8% to subtotal)		\$ _____	\$ _____
TOTAL:		\$ _____	\$ _____

A nonrefundable deposit of 50% of total booth fees is required with this completed contract. Signed contract and deposit are due by January 6, 2012. Visit www.nafsa.org/ac12exhibiting to view Expo floor plan. The letter "P" on the Expo floor plan denotes Premium booth location. Island booth space can be configured to exhibitor requirements and booth fee is based on total square footage of purchase space. Use 10' x 10' booth space pricing when calculating island booth costs. Maximum GPP discounts apply to Global Associates and Advocates.

*Hanging Sign is defined as items suspended from the ceiling. Hanging signs are permitted over island or peninsula booths only. All hanging signs must be approved by show management.

PAYMENT TERMS & INFORMATION

Payment Type:

Check payable to "NAFSA 2012 Exhibits" enclosed Wire transfer (contact information below) AMEX MasterCard Visa **Authorized Amount \$ _____ USD**

Card number: _____ Exp. Date: _____ / _____

Name as it appears on card: _____ Signature of card holder: _____

Payment may be made by check, credit card, or by wire transfer in U.S. currency drawn on a U.S. bank. For wire transfer information, please contact NAFSA's accounting department at accounting@nafsa.org. A 50% deposit of total exhibit booth fees must accompany this application/contract no later than January 6, 2012, which will be applied to the full cost of space assigned. All exhibit booth balances are due no later than February 29, 2012. Failure to pay remaining balance by the due date will subject exhibiting organization to cancellation of contract and forfeiture of deposit, and booth space will be reassigned. **Please forward payment to: NAFSA 2012 Exhibits, P.O. Box 79159, Baltimore, MD 21279 USA. Contracts with credit card payment can be faxed to 1.202.737.3657. Please do not mail contracts with credit card payments that have been sent via fax.**

BOOTH ASSIGNMENTS

Please list booth number(s) in order of preference: 1st _____ 2nd _____ 3rd _____ 4th _____

Please list any competitors you do not wish to be near and any special conditions as to the location of your reserved booth space.

Important Note: Global Partners receive priority booth assignments. All other space is assigned on a first-come, first-served basis, determined by date of receipt of this application/contract and booth fees, and in the exercise of NAFSA's discretion. NAFSA will use its best efforts to locate Exhibitors in requested booth space. However, NAFSA cannot guarantee any particular booth location. NAFSA reserves the right to change booth assignments at any time as deemed necessary.

IDENTIFICATION

NAFSA will publish a profile in the Conference Program for each exhibiting organization that submits a contract with full payment by February 29, 2012. Published information will include organization's name, booth number, URL, and a brief description highlighting products or services. NAFSA reserves the right to edit any submission. NAFSA will provide a link from the NAFSA conference Web page to the Exhibitor's home page as listed below.

Program Description: 25-word maximum, please e-mail to exhibits@nafsa.org.

Booth Identification Sign (maximum 40 characters): _____

URL: _____

To further promote your products or services, Exhibitor categories will be listed in the final Conference Program. Please select no more than three (3) categories under which your service or product can be indexed.

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Credential Evaluation | <input type="checkbox"/> Foreign Language School | <input type="checkbox"/> Marketing Products/Campus Merchandise | <input type="checkbox"/> Student Housing |
| <input type="checkbox"/> Education/Internship/Work Abroad | <input type="checkbox"/> Immigration Law, Visa, or Tax Services | <input type="checkbox"/> Non-U.S. College, University, or Consortium | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> E-Learning | <input type="checkbox"/> Information Technology/SEVIS | <input type="checkbox"/> Publisher | <input type="checkbox"/> Testing Services |
| <input type="checkbox"/> Embassy & Government Agencies | <input type="checkbox"/> Insurance or Medical Assistance Company | <input type="checkbox"/> Research/Consulting | <input type="checkbox"/> Travel/Tourism |
| <input type="checkbox"/> English as a Second Language | <input type="checkbox"/> Intercultural Publications or Programs | <input type="checkbox"/> Security Risk Management | <input type="checkbox"/> U.S. College, University, or Consortium |
| <input type="checkbox"/> Financial Services | <input type="checkbox"/> International (Non-U.S.) Student Recruitment | <input type="checkbox"/> Service Learning and Volunteering Abroad | |

EXHIBIT BOOTH PERSONNEL

Exhibit fees include two (2) complimentary conference registrations for each booth reservation. An exhibitor registration form will be distributed to the contact person from each exhibiting organization in late February 2012. Complimentary registrations are not transferable and do not include fee-related workshops, special events, unique learning opportunities, or housing. A conference registration form must be completed for every conference attendee, including complimentary registrations. Exhibitors agree to pay full conference registration fees for any additional booth personnel.

TERMS & CONDITIONS

By signing this application/contract, the above named exhibiting organization agrees to abide by all rules, regulations, terms, and conditions as outlined on both the front and the back of this application/contract in its entirety. This application becomes a contract and is binding on both parties on the date last written below when accepted and signed by NAFSA. The document contains the entire Agreement between the parties and supersedes any prior agreement. The terms of this document may not be changed except in writing and signed by the parties.

Exhibitor Signature: _____ **NAFSA:** _____

Print Name: _____ **Print Name:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

DEFINITIONS

"NAFSA" as used herein refers to NAFSA: Association of International Educators, a Washington, DC, nonprofit association. The word "Exhibitor" refers to the exhibiting organization indicated on the front of this contract.

CONTRACT FOR SPACE

This application for exhibit booth space, once NAFSA has countersigned it and returned it to the Exhibitor as notification of the space that has been assigned, constitutes a contract for the right to use exhibit space.

FORCE MAJEURE AND CANCELLATION OR POSTPONEMENT OF EXPO

In the event of fire, disaster, terrorism, threat of terrorism, civil disturbance, government or travel advisories, hazardous weather, strike, or any unforeseen occurrence that renders the fulfillment of this contract impossible by NAFSA, at NAFSA's option, the contract will be terminated or the parties shall mutually amend it. The Exhibitor hereby waives any claim against NAFSA for damages or compensation in such event. In the event that the Expo is cancelled, the liability of NAFSA shall be limited to the money paid by Exhibitor as exhibit booth rental, less a proportionate share of all expenses incurred by NAFSA as related to the Expo. No refund shall be made should the dates or location of the exhibit change by NAFSA, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules, regulations, terms, and conditions. NAFSA shall not be financially liable in the event the exhibit is interrupted, canceled, moved, or dates changed except as provided herein. The information contained in the Exhibitor Prospectus is preliminary and is subject to change.

CANCELLATIONS

Cancellation of exhibit booth space must be in writing and postmarked by the cancellation deadline of March 15, 2012. Deposits are nonrefundable, regardless of the date of cancellation. Cancellations are subject to a 75% penalty on the total exhibit booth rental. There will be no refunds for cancellations received after 5:00 p.m. on March 15, 2012 (Eastern Daylight Time).

USE OF SPACE

The primary purpose of exhibits at the NAFSA conference is to inform the international education community about products and services that may be of interest to them in their professional capacities. NAFSA show management reserve the right to restrict or prohibit any contest, promotion, lottery, or give-away that causes blocking or disturbance to other exhibits or patrons or that could be considered illegal under the laws of the state of Texas. All exhibits must remain open and staffed during all scheduled Expo show hours. No exhibits will be allowed to be set up late or torn down early. Exhibitors who tear down before the official close of the Expo Hall will be subject to lower priority booth assignments at future NAFSA conferences.

BOOTH SHARING AND SUBLETTING SPACE

A maximum of two (2) independent organizations may elect to share a booth if they coordinate planning, payment, ordering, and shipping. A separate contract must be completed by each organization and both contracts must be sent to NAFSA together along with payment. The primary exhibitor is responsible for forwarding all completed forms and payment to NAFSA. Shared booths are subject to additional fees as outlined above and all terms and conditions. Each organization will receive one (1) complimentary conference registration. Global Partners are not eligible for booth sharing.

Except as authorized in the preceding paragraph, no Exhibitor shall assign, sublet, or share space allotted without prior written authorization of NAFSA show management staff, which authorization may be granted or denied in NAFSA's sole discretion. In the event authorization is granted, any assignee, sublessee, or space sharer must occupy the exhibit space and participate in the exhibit for the entire period of the Expo. In addition, Exhibitor shall assume responsibility for the compliance of all assignees, sublessees, space sharers, or anyone in the booth with all terms of this contract, shall be the sole party listed in the NAFSA conference materials, shall be responsible for handling all details regarding its booth and this contract, and shall comply with any other provisions imposed by NAFSA as part of the authorization granted. Upon NAFSA's discretion, a special handling fee may be charged to organizations that sublet exhibit space.

GENERAL CONDUCT OF EXHIBITORS

Exhibitors must confine all materials and promotional activities to their contracted booth space. All of the following practices are expressly prohibited: promotion of products and services other than those manufactured or regularly distributed by the Exhibitor; use of strolling entertainment or activities outside of contracted booth space; distribution of samples outside of contracted booth space; excessive noise that interferes with other Exhibitors; storage or use of flammable or explosive materials or any substance prohibited by local laws or insurance carriers; use of materials with strong odors; solicitation of business by anyone other than representative of Exhibitor; and promotion of any activities that draw NAFSA delegates away from the Expo during show hours.

LIABILITY AND INSURANCE

The Exhibitor shall at all times protect, indemnify, and hold harmless NAFSA, the City of Houston, Texas, USA, and their directors, officers, agents, and employees, from all claims, demands, action, loss, cost, or liability of every kind (including reasonable legal fees and expenses) arising from or by reason of the Exhibitor's occupancy and use of exhibition premises or a part thereof, including but not limited to, any costs incurred as the result of alleged violations of copyright arising out of the use of mechanically and electronically reproduced music. NAFSA, the City of Houston, Texas, USA, and their directors, officers, agents, and employees, will not be responsible for the safety of the property of the Exhibitors from theft, damage by fire, accident, or other causes, nor for injury to Exhibitor or any of its representatives, employees, agents, licensees, or invitees, but will use reasonable care to protect the Exhibitors from such loss or injury. NAFSA assumes no responsibility for unpacked materials left in the exhibit area after the official closing of the Exposition. Although security guards will be provided, no guarantee of security is implied. Exhibitor retains the sole responsibility for its own exhibit material. In no event will NAFSA or its directors, officers, agents, and employees be liable to Exhibitor, whether in contract or tort, for any amount in excess of the amount paid by Exhibitor as exhibit booth rental in relation to the Exhibitor's participation in the Expo and conference, the rental of exhibit space, the conduct of NAFSA, any breach of this Agreement, or any other act, omission or occurrence. Exhibitor must obtain insurance policies covering its exhibit materials at the conference. Exhibitor must also have adequate public liability, bodily injury, and property damage insurance coverage for participation in the Expo. Such insurance shall name NAFSA and the City of Houston, Texas, as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance coverage to NAFSA.

OBSTRUCTIONS/BOOTH LIMITATIONS

Display boards and other exhibit materials may not be placed in such a manner as to interfere with Exhibitors in neighboring booths. Display materials taller than four feet may not extend beyond five feet from the back drape. Special sound and lighting effects are permissible to the extent that they do not create objectionable interference to the Exhibitors in neighboring booths. All Exhibitors are required to follow the International Association of Exhibitions and Events (IAEE) rules and regulations regarding obstructions and booth limitations that will be included in the Exhibitor Service Manual. Exhibitor also agrees to comply with all rules and regulations prescribed by the management or owners of the exhibit facility and any other rules, regulations, and guidelines in the Exhibitor Service Manual relating to the Expo or the conference, as well as all applicable federal, state and local laws, codes, ordinances, and rules, without limitation. Exhibitor is responsible, at its own expense, for any permits, licenses, or equipment should any be required for the particular individual displays or the particular exhibit of Exhibitor.

PROTECTION OF EXHIBIT FACILITY

Exhibitor is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit facility, booth equipment, or the property of others caused by the Exhibitor or any of its employees, agents, contractors, or representatives.

FIRE PROTECTION, PUBLIC SAFETY, AND RULES OF THE FACILITY AND OF LAW

Each Exhibitor is charged with knowledge of all federal, state, and local laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while using the exhibition space. Compliance with such laws is mandatory for all Exhibitors, and the sole responsibility is that of the Exhibitor. All fire-extinguishing equipment and fire doors must be in plain sight, unobstructed, and accessible at all times. Aisles must be kept clear; displays must be arranged so that Exhibitor personnel will be inside the space rented.

ENFORCEMENT OF REGULATIONS

NAFSA has full power to interpret and enforce all rules, regulations, terms, and conditions concerning the exhibit and the power to make amendments and/or future regulations, orally or in writing, that are considered necessary for the proper conduct of the exhibit. Such decisions shall be binding on Exhibitors. Failure to comply with regulations or amendments may also be sufficient cause for restricting, prohibiting, or evicting any exhibit or Exhibitor at the expense of the Exhibitor. In the event of such restriction, prohibition, or eviction, NAFSA is not liable for any refund or rental or other exhibit expenses.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act (ADA), all booth personnel needing special assistance should contact NAFSA with their requests. Exhibitor represents and warrants that (1) its exhibit will be accessible to the full extent of the law, (2) its exhibit will comply with the ADA and its implementing regulations, and (3) it shall indemnify, hold harmless, and defend NAFSA from and against any and all claims and expenses, including reasonable attorneys fees and litigation expenses that may be incurred by or asserted against NAFSA on the basis of the Exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA.

SERVICE CONTRACTOR

Freeman is the official service contractor for the NAFSA 2012 Annual Conference & Expo and will provide labor and equipment at prevailing rates and terms. NAFSA assumes no liability or responsibility whatsoever related to the performance or nonperformance of the official service contractor. If an Exhibitor-appointed contractor is employed, the Exhibitor must provide NAFSA the name of the EAC no later than 30 days prior to the first day of Exposition move in. All Exhibitor-appointed contractors must provide a valid certificate of insurance for liability and worker's compensation. The Exhibitor-appointed contractor must also sign and agree to comply with these terms and conditions.

EXCLUSIONS

NAFSA has the right to refuse any applicant for exhibit space as well as the right to restrict or evict any Exhibitor that, in the opinion of NAFSA, detracts from the general character of the Expo. This reservation applies to displays, printed matter, promotional materials, noise, personal conduct, and methods of operation. In the event of such restrictions or evictions, NAFSA will not be liable for any refunds or other exhibit expenses. Vendors who sell products and services to the international education community are not allowed to conduct business in the George R. Brown Convention Center unless they have purchased exhibit booth space or sponsored an official event at the NAFSA 2012 Annual Conference. Violation of this policy may result in NAFSA's refusal to accept any and all registrations and future registrations.

HOSPITALITY SUITES AND PRIVATE EVENTS

Exhibitors may host hospitality suites in the official conference hotels only with the expressed, written authorization of NAFSA. Hospitality suites, private meetings, and events shall not operate during regularly scheduled conference functions. Exhibitors that schedule private functions in conflict with official NAFSA events may lose exhibiting privileges at future NAFSA conferences.

WAIVER AND SEVERABILITY

No waiver of any provisions of this contract shall be valid unless in writing and signed by the party against whom enforcement is sought. If any portion of this contract is determined to be unenforceable or invalid, such determination shall not be deemed to affect the enforceability or validity of the remainder of the contract. NAFSA's acceptance of a contract with a potential exhibitor, sponsor, or Global Partner is not, and should not be construed as, an endorsement by NAFSA of the exhibitor, sponsor, or Global Partner, or of its programs, products, and services. For more information and to review the full statement of the Goals and Business Practices of the NAFSA Annual Conference and International Education Expo, visit www.nafsa.org/conferencepractices.

NAFSA reserves the right to modify the Expo schedule and make any adjustments in booth assignments, size, and equipment as deemed necessary to meet conference programming needs. This Application and Contract shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the District of Columbia, USA.

For more information on exhibiting, contact NAFSA: Association of International Educators, Conferences and Meetings Department, 1307 New York Avenue NW, Eighth Floor, Washington, DC 20005-4701 USA. Telephone: 202.737.3699, ext. 2603; Fax: 202.737.3657; E-mail: exhibits@nafsa.org; Web site: www.nafsa.org.