



Exhibitor & Sponsorship Agreement

Sell-a-bration 2009

San Francisco Hilton

In order to provide the best service to our vendors and to ensure accuracy and legibility, please use this type-over format and submit Agreements via e-mail.
If you have any questions, please contact Heather Faubel at HFaubel@CRS.com.

A limited number of booth spaces and sponsorship opportunities are available for vendors to showcase their products/services. Booth spaces will be strategically placed in the high-traffic areas of the public space being utilized by the Council for this event. You will be in the mainstream of the event as the continental breakfasts and am/pm breaks will be hosted in the public areas.

Exhibits are limited to 32 booth spaces and will be awarded on a first-come, first-served basis. Exhibitor space has sold-out in the past, so we recommend that you secure your spot as soon as possible. Please note: booth space will not be reserved until Agreement and payment have been received.

Your display should be staffed throughout the event. CRS will not be responsible for items in your booth. Security will only be provided during the off hours, which are approximately 5:00 p.m. – 7:30 a.m. during the event.

Exhibitor Hours

February 5th: 2:00 P.M. - 8:30 P.M.
February 6th: 7:15 A.M. - 5:00 P.M.
February 7th: 7:15 A.M. - 5:00 P.M.

Installation Time: February 5th: 10:00 A.M. - 1:00 P.M.

Dismantle Time: February 7th: 5:00 P.M. – 8:00 P.M.

CRS reserves the right to decline applications for vendor booth space and/or sponsorships if, in the sole discretion of CRS, it is determined that such assignments would create a conflict with the purpose of Sell-a-bration. Exhibitor/Sponsors may not host an organized meeting or education session comprised of Sell-a-bration attendees during the event dates (February 5th – February 7th 2009).

Primary Contact Information

(The information provided below will be the primary contact the Council of Residential Specialists uses.)

Name: _____

Company: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Ext.:** _____ **Fax:** _____

E-Mail: _____ **Website:** _____

Sell-a-bration Workbook Information

(The information provided below will be replicated exactly in the workbook distributed at Sell-a-bration.)

Name: _____

Company: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Ext.:** _____ **Fax:** _____

E-Mail: _____ **Website:** _____

Sponsorship Packages & Opportunities

We are interested in the following packages and/or opportunities:

Sponsorship Packages

- | | | |
|--------------------------|------------------------------|----------------|
| <input type="checkbox"/> | Exhibitor Package | \$1,850 |
| <input type="checkbox"/> | Sponsorship Package | \$4,000 |
| <input type="checkbox"/> | Fun Night | \$6,500 |
| <input type="checkbox"/> | Cyber Café | \$5,000 |
| <input type="checkbox"/> | Continental Breakfast | \$4,500 |
| <input type="checkbox"/> | Lunch | \$6,000 |

Additional Sponsorship Opportunities

- | | | |
|--------------------------|---|----------------|
| <input type="checkbox"/> | Lanyards | \$3,000 |
| <input type="checkbox"/> | Conference Pens | \$2,700 |
| <input type="checkbox"/> | Notepads | \$1,500 |
| <input type="checkbox"/> | Adhesive Notepads | \$1,500 |
| <input type="checkbox"/> | Bag Inserts | \$750 |
| <input type="checkbox"/> | Full Page Advertisement (Inside Front Cover) | \$950 |
| <input type="checkbox"/> | Full Page Advertisement (Inside Back Cover) | \$950 |
| <input type="checkbox"/> | Full Page Advertisement (Outside Back Cover) | \$1,250 |
| <input type="checkbox"/> | Full Page Advertisement | \$750 |

Payment Information

<input type="checkbox"/> Check Enclosed (Please Make Check Payable to: The Council of Residential Specialists)		Amount of check:			
<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express		Amount to be charged:			
Name (As appears on card):					
Card Number:		Expiration Date (mm/yy):			
Signature* (authorized Signature is required to confirm order):		Date (mm/dd/yy):			
* Typed name constitutes as signature for the Sell-a-bration 2009 Exhibitor and Sponsorship Agreement and the attached Terms & Conditions.					

Terms & Conditions

Sell-a-bration 2009

- 1. PAYMENT:** Full payment must be received no later than December 1, 2008 to confirm your booth space and/or sponsorship.
- 2. AGREEMENT AND ELIGIBILITY:** Agreement for booth space must be made on the printed form provided by the Council of Residential Specialists (Hereinafter, "The Corporation"), contain the information as requested and be executed by an individual who has the authority to act for the applicant. The Corporation reserves the absolute right to decline any application for space for any reason, if, in the Corporation's judgment, the products or services to be shown or demonstrated are not applicable to the real estate business. The Corporation further reserves the right in its sole discretion, to limit the types of companies and products represented at its trade show, and accept or reject applications and to assign booth space as it deems appropriate.
- 3. PAYMENT DATES:** No booth space will be assigned or guaranteed until the Corporation has received full payment for the booth space, along with the signed Agreement. Only those companies receiving approval and confirmation from the Corporation and having made full payment by December 1, 2008, will be listed in the Sell-a-bration Workbook. Exhibitor expressly understands and agrees that all amounts paid hereunder will be first applied to any outstanding obligations due to the Corporation by Exhibitor, and then to the amounts due in accordance with this paragraph, that any resulting arrearages must be paid within the time limits stated herein, and that Corporation shall have the right to cancel this Agreement if Exhibitor is or becomes in arrears with respect to any outstanding obligation due the Corporation.
- 4. CANCELLATION OF BOOTH SPACE:** In the event Exhibitor/Sponsor notifies the Corporation of Exhibitor/Sponsor's intent to repudiate this Agreement after acceptance but prior to December 1, 2008, the Corporation shall be entitled to retain fifty percent (50%) of the full Exhibitor/Sponsor package price as liquidated damages and not as a penalty. If the Corporation receives such notice of the Exhibitor/Sponsor's repudiation after December 1, 2008, the Corporation reserves the right to retain the full showcase package price as liquidated damages and not as a penalty, and to resell or reassign the showcase space.
- 5. EQUIPMENT NEEDS:** Equipment needed for your booth space may be purchased on your behalf through Freeman Decorating. Approximately 45 days prior to the event, you will receive a packet that contains information and forms relating to the event.
- 6. ASSIGNMENT OF BOOTH SPACE:** All space assignments shall be made by the Corporation, in its sole discretion as Agreements and deposits are received and accepted. In addition, the following booth space assignment rules shall apply:
 - A.** Booth assignments shall be made as soon as possible after receipt of a properly completed Agreement and once full payment has been received.
 - B.** The Corporation reserves the right to make and/or to change all booth assignments as it deems appropriate.
 - C.** The Corporation reserves the right to take into consideration the Exhibitor's prior participation in the Corporation's Trade Exposition when assigning booth space.

7. INSTALLATION AND DISMANTLING:

- A.** Installation hours for your tabletop display are from 10:00 A.M. - 1:00 P.M. on February 5, 2009.
- B.** Dismantling of your showcase may take place as early as 5:00 p.m. and as late as 8:00 p.m. on February 7, 2009.

The Corporation reserves the right, in its absolute discretion, to impose reasonable limitations on the number of exhibit staff within an exhibit and encourages Exhibitor to obtain approval for the number of staff prior to the event. Booth space must be staffed during all open show hours and Exhibitor will not be permitted to dismantle or to begin to dismantle prior to the close of the show. If Exhibitor violates this regulation, it may lose priority for future booth space assignments or may be denied exhibit space in future trade expositions.

8. EXHIBIT STAFF REGISTRATION:

Registration of two representatives (inclusive of spouses) per booth space will be complimentary. All advance registered Exhibitors will have a printed Exhibitor Badge available at the Registration Desk at the San Francisco Hilton after 1:00 P.M. on February 4, 2009. All registrations received by January 9, 2009 will have a preprinted badge available. Registrations received after January 9, 2009 will need to be processed on-site. This badge will entitle registered Exhibitors admission to exhibit area, continental breakfasts and lunches. Badges must be worn at all times by Exhibitors in order to enter the exhibit area including during installation times, trade show hours, and dismantling.

Exhibitor staff, temporary help and installation personnel must wear badges designated by the Corporation or Official Contractor. Exhibitor badges do not give admission to other Convention functions, nor are they transferable.

9. LICENSING:

- A.** Exhibitor warrants further that it is the sole owner of all copyrighted materials appearing in its exhibit space, or in the alternative, that Exhibitor has obtained appropriate licenses or authorizations to display such materials.
- B.** Exhibitor agrees to defend, indemnify, save and hold Corporation harmless from and against all claims brought against Corporation arising out of any alleged breach of the warranties made in this paragraph.

10. UNACCEPTABLE EXHIBITS: The Exhibitor agrees not to utilize any displays which the Corporation determines, in its absolute discretion, would endanger the person or property of the attendees or of the Exhibitors, are in bad taste, are liable to discredit or subject the Corporation to criticism or legal liability, are inconsistent with the stated purposes of the Corporation or the interest and welfare of its members, are inimical to the property rights of the Corporation, or violate any other provision of this Agreement. In the event the Corporation determines at any time that any exhibit may/or does violate this paragraph and the Exhibitor is unable or unwilling to cure or correct such violation, Corporation may terminate this Agreement immediately and prevent erection of the exhibit or may remove or cause the exhibit to be removed at Exhibitor's expense and Exhibitor hereby waives any claim for refund of the exhibit booth space or other damages arising out of such termination and/or exhibit removal. If Exhibitor is uncertain whether an exhibit is in compliance with all regulations and requirements, contact the Corporation.

11. SECURITY: Security will be provided during off hours each day (approximately 5:00 P.M. to 7:30 A.M. on February 5, 2009 and February 6, 2009). Reasonable precautions are taken to protect property, but the Corporation cannot and does not insure the safety of persons or the protection of property.

12. INSURING THE EXHIBITS: Exhibitor is encouraged to insure its exhibits, merchandise and display materials against theft, fire, etc. at their own expense. It is suggested by the Corporation that Exhibitor contact Exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to Exhibitor's existing policy covering same.

Neither the exhibit facility (San Francisco Hilton), the Corporation nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, while in exhibit building or for any loss of income as a result of any reduced sales due to such loss or damage. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to, from or within the confines of the exhibit hall even though it may at times be under the temporary control of the Corporation or the Official Contractor.

13. INDEMNIFICATION: Exhibitor assumes responsibility and agrees to indemnify and defend the Council of Residential Specialists and the San Francisco Hilton and their respective employees and agent against any claims or expenses arising out of the use of the exhibition premises.

The exhibitor understands that neither the Council of Residential Specialists nor the San Francisco Hilton maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

14. TRADEMARKS: The Exhibitor acknowledges that the Corporation is the owner of all right, title and interest in and to the CRS and the Council of Residential Specialists Logos (hereinafter "Marks"). Neither party is authorized to use any trademark, trade name, or service mark owned or registered by the other party, its patent, subsidiaries or affiliates. Neither party may, without prior written approval of the other party, copy, reproduce, distribute or use any trade name, trademark, copyrighted material, or service mark of the other party, its patent, subsidiaries, or affiliates. Any and all use of such Marks, or any others owned by the Corporation by the Exhibitor shall be subject to prior written approval by the Corporation. All use of any of the Marks shall be consistent with the approval granted to Exhibitor by the Corporation. Corporation reserves the right to cause the removal or cessation of the use by Exhibitor of the Marks or any other mark which the Corporation deems to be offensive, inappropriate, improper, incorrect or inconsistent with the approval granted. This paragraph also applies with equal force to use of the Corporation's Sell-a-bration Title and Graphic.

15. SHIPPING INSTRUCTIONS: The Exhibitor shall ship, at its own risk and expense, all articles to be exhibited. The Official Contractor will provide storage for incoming freight, delivery to booth spaces, removal, storage and return of empty crates, removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments shall include the Exhibitor's name and booth number(s).

Exhibitor expressly agrees that any exhibit material remaining in exhibit hall after contracted move-out time has terminated, or damaged exhibits left behind, may be removed and disposed of at the expense of the Exhibitor and without liability to the Corporation or Official Contractor.

16. FIRE REGULATIONS: No combustible decoration, such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All packing containers, excelsior and wrapping paper must be flameproof and are to be removed from the floor and must not be stored under tables or behind displays. All materials used in the exhibit, including but not limited to muslin, velvet, silken or any other cloth decoration must be fireproof and flameproof and must comply with all local fire ordinances and hotel regulations. All materials and fluids which are inflammable are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc. are not permitted.

17. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY: Notwithstanding the guard service provided by the Corporation for purposes of general security in the exposition premises, Exhibitor agrees to protect, indemnify and hold harmless the Corporation and its members, officers, directors, employees and agents, the San Francisco Hilton, and the Official Contractor (collectively, the "Indemnitees") from any and all liability, loss, damage, or expense including court costs and attorneys fees by reason of any injury or injuries sustained by any persons or property or loss of property or income which might be derived there from occurring in or about the exposition premises or entrances thereto or exits there from, including that caused by or resulting from the negligence of the Corporation or any breach of the terms and conditions and representation made by Exhibitor written in this Agreement including violations of the American with Disabilities Act. Indemnitees shall not be responsible or liable for any injury, loss or damage to any property or person brought in by the Exhibitor or otherwise located in the exposition premises.

18. ADVERTISING MATERIAL: Except as otherwise provided, the Corporation shall not endorse, support or be liable for the claims made by the Exhibitors as to the qualities or merits of their products or services, and no advertising or mention shall indicate, claim or suggest such endorsement or support.

19. LOGOS: Please provide your logo (TIFF or JPG format **ONLY**) in a file format suitable for web publishing (low resolution 72 D.P.I.), a file format suitable for print publishing (high resolution 300 D.P.I.), and for banners (EPS format **ONLY**) no later than December 1, 2008.

20. HOTEL RESERVATIONS: May be made by completing the attached Hotel Registration Form. If you have any questions, please contact Lauren Rich at LRich@CRS.com. The Council has reserved a block of rooms at a special group rate. Room reservations must be made no later December 28, 2008 to secure this rate; however this is based on availability. Cancellations must be made 72 hours in advance to avoid a penalty. Hotel reservations will not be confirmed until full payment has been received.

21. CANCELING EXHIBIT: If for any cause beyond the control of the Corporation, such as, but not limited to, the destruction of the exhibit facilities by an Act of God, the public enemy, authority of law, fire or other force majeure, or boycotts, strikes or other labor disputes, the Corporation is unable to comply with the terms of this Agreement and deliver the space allotted hereunder, this Agreement shall be considered terminated and any payments made hereunder by Exhibitor shall be refunded to Exhibitor, less expenses incurred by the Corporation to the date of the termination allocable to Exhibitor after proration thereof among all Exhibitors.

22. EXHIBIT SPACE FLOOR PLAN: Maintaining floor plan is of the utmost importance. Every effort will be made to maintain the general configuration of the floor plan for this convention. However, the Corporation reserves the right to modify the plan if necessary, as determined solely by the Corporation.

23. MISCELLANEOUS: The Exhibitor expressly agrees to be bound by all the terms and conditions and specifications herein listed and by such rules and regulations as may be established by the Corporation from time to time to assure the safe and reasonable operation of the Exhibit area. The Agreement contains the entire Agreement between the parties hereto and supersedes any prior Agreement, written or oral, and shall be interpreted under the laws of the United States and the state of Illinois.

Any Exhibitor not adhering to the Corporation's rules and regulations for this Exhibition, as from time to time amended by the Corporation, may be brought before the Corporation's committee responsible for the Exhibition and may be prohibited from participating in future Sell-a-bration exhibitions for a period of up to two years or such lesser sanction as the Committee may determine.

24. GENERAL INFORMATION: Disruptive noise, including loud equipment or machinery and disruptive distractions, are expressly prohibited in the exhibit area. All exhibit booth activity is restricted to the contracted booth space. No materials are to be distributed outside of the booth space. The show will be operated in conformity with the rules and regulations as formulated by the Council of Residential Specialists.