

2009 Distribution & Less than Truckload Carriers Association Management Conference & Exhibition



Application and Contract for Exhibit Space

March 22-24, 2009

Saddlebrook Resort - Tampa, Florida

Fax application with credit card deposit to:
703-838-7981

Mail application with deposit to:
Distribution & LTL Carriers Assn.
ATTN: Kayte Shriver
950 N.Glebe Road, Suite 210
Arlington, VA 22203-4181
Questions? CALL 703-838-1756

1. EXHIBITING COMPANY INFORMATION (Please type or print clearly)

Exhibiting Company _____
 Key Contact _____ Title _____
 Address _____
 City _____ State/Prov. _____ Country _____ Zip/Post Code _____
 Phone () _____ Fax () _____ E-mail _____
 Web Site _____ Authorized Signature _____ Date _____
 D<L Member # _____ D<L Non-Member
 The key contact will receive exhibitor mailings. Please provide billing address information if it is different from the address listed above.
 Name _____ Telephone _____
 Address _____ City _____ State _____ Zip _____

2. BOOTH REQUEST INFORMATION

A. Configuration

_____ x _____ Total Square footage _____
 (ft) (ft) (minimum 100 square feet)

Choice 1 _____ Choice 2 _____ Choice 3 _____ Choice 4 _____

PRICING Prior to January 16, 2009:	BOOTH SPACE only	After Jan. 16
D<L Member Companies	\$700	\$800
D<L Non-Member Companies	\$900	\$1000

Booth fee includes: Advanced registrant listing, identification sign, 8' draped backwall and 3' high draped sidewalls, 2 chairs, 1 draped table, 1 wastebasket.
 24-hour security service for duration of the exhibit.

* Does not include registration. All exhibitors must also register for the meeting.

4. PAYMENT INFORMATION

Please send deposit with this Application. No application will be accepted without deposit. 50% deposit required.

Check/Money Order payable to Distribution & LTL Carriers Assn.

Check No. _____

American Express MasterCard VISA

Card # _____

Exp. Date _____

Name on Card _____

Signature _____

5. Describe the specific types of products your company will display. Do not use brand names. (Required for this contract to be valid)

6. We prefer not to be near the following competitive companies:

3. DEPOSIT/PAYMENT

A 50% Space Deposit Required with Application (Deposit non-refundable) _____

Balance is due within 30 days of receipt of invoice.

Products To Be Exhibited: Exhibitor hereby designates the products listed above as those which shall be displayed or demonstrated and agrees to notify D<L in writing of any changes prior to the Exhibition.

Accepted by the Distribution & LTL Carriers Association: _____
 Date Received _____ Authorized Signature _____ Booth Assignment _____

2009 Distribution & LTL Carriers Association
Management Conference & Exhibition

RULES AND REGULATIONS

DEFINITIONS

D<L is the Distribution & LTL Carriers Assn. and its authorized affiliates, agents and representatives acting within the scope of their authority. Exhibitor, as used in these rules, means any person or company exhibiting in the 2009 D<L Management Conference & Exhibition. The decision of D<L in interpreting these rules shall be final.

CODES AND AGREEMENTS

Exhibitor hereby agrees to be bound by the "Rules and Regulations of the Exhibition." Exhibitor further agrees to adhere to and be bound by: (i) all applicable fire, utility, and building codes and regulations; (ii) any rules or regulations of the facility where the Exhibition is held; (iii) the terms of all leases and agreements between D<L and any other party relating to the Exhibition.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Exhibitor agrees to use its good faith efforts to ensure their exhibit complies with the requirement of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA"). Exhibitor further agrees to indemnify and hold D<L, its officers, directors, affiliates, agents and employees harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against D<L, or its officers, directors, agents, and employees on the basis of the Exhibitor's non-compliance with any of the provisions of the ADA.

SPACE ASSIGNMENTS

D<L reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. All exhibits will take place inside the Lagoon Pavilion. No displays or exhibits are permitted outside the official facility. All exhibits and displays must be approved by D<L.

PAYMENTS AND CANCELLATIONS

In applying for space, Exhibitor will pay the space cost in accordance with validation regulations appearing on reverse side of this contract. In the event of cancellation or downgrading by Exhibitor at any time, D<L shall have the right to rent the space to anyone else, and the right to retain amounts already received as liquidated damages. If D<L is unable to rent the cancelled or downgraded space, exhibitor shall pay D<L any balance due on this contract. Cancellations or downgrades must be in writing and an original document delivered to the D<L Offices in Arlington, VA. No refunds will be given unless all exhibit space is rented. Any amount paid in advance by the Exhibitor may be refunded by D<L according to the following schedule:

Refund Schedule

Written cancellations received:

On or before February 22, 2009	50% refund of space cost, less the deposit
After February 22, 2009	No Refund Made

EQUIPMENT

Booth equipment provided by D<L shall be returned at the end of the term of this lease, complete and in good condition, normal wear and tear excepted. Exhibitor shall have no right, title or interest in such equipment but only the right to use it under this lease. All other equipment shall be provided by Exhibitor at its own expense. All draping and decorative materials used by Exhibitor shall be flameproof. All Booth equipment shall be in keeping with and consistent with all rules, codes and regulations referred to under Codes & Agreements above. All demonstrations and displays shall be confined to the Booth.

ARRANGEMENT OF EXHIBITS

Standard Booth backgrounds, side rails and uniform identification signs are provided without charge. Booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each Booth, display material may be placed up to a height not exceeding eight feet from the building floor. In any portion of the Booth beyond five feet from the rear background of the Booth, all parts of the Exhibit shall be placed not to exceed four feet from the building floor. Exhibits not conforming to these specifications, or which, in design, operation, or otherwise are objectionable in the opinion of D<L, will be prohibited. Refer to "IAEM Guidelines for Display Rules and Regulations."

INSTALLATION AND DISMANTLING OF EXHIBITS

No exhibit may be erected after the exhibition opens or be dismantled before the official closing date and time.

EXCLUSION

D<L shall have the right to exclude, remove at Exhibitor's expense, or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Exhibition. D<L shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations. If Exhibitor refuses D<L's demand, D<L reserves the right to exclude or remove, at Exhibitor's expense, the entire display or demonstration.

ASSIGNMENT AND SUBLEASE

No Exhibitor shall assign, sublet, or share the whole or any part of the Booth space allotted.

HANDLING AND STORAGE

D<L and the owners or managers of the facility where the Exhibition is to be held shall not accept or store display materials or empty crates. Exhibitor shall make arrangements for shipment, delivery, receipt and storage of materials through the Official Drayer. All shipments and deliveries to the Exhibition shall be prepaid.

SECURITY

D<L shall provide guard service throughout the hours of installation, show, and dismantling period, and exercise reasonable care for the protection of the Exhibitor's materials and display. Beyond this, D<L, the show facility, or any officer or staff member thereof will not be responsible for the safety of the property or person of the Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide all insurance and/or policy riders to cover all Booth contents.

ADMISSIONS

D<L will have sole control over admissions to the Exhibit of all persons including Exhibitor personnel and/or registrants. All persons visiting the Exhibit area will be admitted according to the Rules and Regulations of the Exhibition as issued or amended (with or without advance notice) by authorized representatives of D<L. No persons under 18 years of age will be admitted to the Exhibit. D<L makes every effort to attract the maximum number of attendees to its Exhibit, but does not guarantee specific volumes or levels of attendance. Traffic by a specific booth is a function of the particular exhibit and not a responsibility of D<L.

LIABILITIES

The relationship between D<L and Exhibitor shall be that of independent contracting parties and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between D<L and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend D<L, its officers, directors, affiliates, agents and employees, and the Saddlebrook Resort from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which D<L or the Saddlebrook Resort may incur, suffer, be put to, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants or agents. Exhibitor further agrees that D<L and the Saddlebrook Resort and their respective agents and employees shall not be responsible in any way for: (i) damage, loss or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agents, employees, licensees or invitees.

CANCELLATION OR POSTPONEMENT OF EXHIBITION

In the event that the Exhibition is postponed due to any occurrence not caused by the conduct of D<L or Exhibitor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Lease, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Exhibition, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments under this Lease shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by D<L in connection with the Exhibition.

AMENDMENTS AND INTERPRETATION OF RULES

D<L retains the right to amend these rules at any time. Further, the parties agree that D<L retains the sole right to interpret these rules and any amendments thereto. Any interpretation by the duly appointed representative of D<L shall be binding on all parties to this contract. Finally, D<L shall have full power to make any determination with respect to matters not specifically addressed in this contract. A determination by a duly appointed representative of D<L with respect to such matters, all amendments to these rules, and any interpretation of the rules by D<L shall become effective upon mailing to the designated representative of Exhibitor or upon presentation to Exhibitor and shall have the same force and effect as if included in this contract.

CHOICE OF LAW

This contract shall be governed by, and interpreted and enforced in accordance with, the laws of the state of Virginia, except for any Virginia choice of law rule that would result in applying the governing law of any other jurisdiction.