



**Application for SMM 2012  
Canadian Pavilion  
Exhibit Space  
Sept. 4-7, 2012, Hamburg, Germany**



**Organizer:** McNabb Marketing Resources  
P.O. Box 418  
Rockport, ME 04856 USA  
Tel: 207-236-6196  
Fax: 207-236-0369

**Contacts:** David Jackson  
djackson@mcnabbmarketing.com  
Bruce Cole  
bcole@mcnabbmarketing.com

**APPLICATION DEADLINE: NOVEMBER 14, 2011**

|   |  |
|---|--|
| <b>Exhibitor:</b>   |  |
| <b>Street address/POB:</b>  |  |
| <b>City, Province Zip<br/>Country:</b>                            |  |
| <b>Contact person:</b>  |  |
| <b>Contact's email:</b>   |  |
| <b>Phone &amp; Fax:</b>   |  |
| <b>Website:</b>   |  |
| <i>Company name as you want<br/>it to appear on fascia board:</i> |  |

**Pricing:** The price for a complete, turnkey exhibit is **765 Euros** per square meter.

**Space requirements:**

|   |   |         |         |         |       |         |
|---|---|---------|---------|---------|-------|---------|
| <b>We apply for the following range of square meters of exhibit space (circle one):</b> |   |         |         |         |       |         |
| 9 – 12  | 12 – 15   | 15 – 18 | 18 – 21 | 21 – 24 | _____ | (other) |
| <input type="checkbox"/>  | <b>We are also interested in sponsorship opportunities.</b> |         |         |         |       |         |

Every attempt will be made to provide applicants with a stand in the size range requested. In some cases, we may alter the requested space to be larger, smaller, or of different dimensions so it will fit the configuration of the pavilion as specified by the show organizers. Applicants will be given the opportunity to accept or reject the revised footprint and, upon acceptance, will be billed for the space it occupies. Please note that the configuration of the pavilion space we are assigned by the show organizers may necessitate the creation of inner aisles to provide access for all exhibitors. If that occurs, all exhibitors will proportionately share the cost of that unoccupied space. The extra charges will be assessed in the final billing and we will make every effort to keep them minimal. In general, stand locations will be determined on the basis of stand size and date of registration, but only if consistent with the integrity of the total floor plan. Exhibits are subject to SMM 2012 conditions of participation and to the Terms & Conditions document that accompanies this application.

**Return this application to:**

McNabb Marketing Resources, P.O. Box 418, 34 Spruce St., Rockport, ME 04856 USA; Tel: 1-207-236-6196;  
Fax: 1-207-236-0369; Email: djackson@mcnabbmarketing.com or bcole@mcnabbmarketing.com

**EXHIBITOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



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**Payment:**

- A deposit of \$500 (USD) **per square meter reserved** is due within 10 days of the application. Checks should be made out to *McNabb Marketing Resources, Inc.*
- You will be invoiced 90 days before the event for the entire exhibit area, based on the currency exchange at that time, minus your deposit.
- Cancellation policy: Prior to Feb. 1, 2012, cancellation of exhibit space ordered is subject to a fee equal to 25% of the value of space under contract. AFTER FEB. 1, 2012, NO REFUNDS WILL BE ISSUED.

**Form of Payment:**

- Please invoice my company.
- I will send a wire transfer. *(Please call the McNabb office 1-207-236-6196 for details.)*
- My check, made out to **McNabb Marketing Resources**, is enclosed.  
*(U.S. funds please; check must be drawn on a U.S. bank in U.S. dollars.)*
- Please charge my credit card:                      Visa                       MasterCard                       Amex   
*(check one)*

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Credit Card #:

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Exp. date (month/year):

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Cardholder's Name:

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Signature:

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Card ID Number\*:

*\*The Card ID Number is the 3-digit number located on the back of your Visa or MasterCard, usually at the top of the signature strip. For American Express cards, look for the 4-digit number printed on the front of your card. You'll find this number in small type above your credit card's main number on either the left or right side.*

**Return this completed application with required payment to:**

**McNabb Marketing Resources**  
**P.O. Box 418**  
**Rockport, ME 04856**

**Tel: 1-207-236-6196**  
**Fax: 1-207-236-0369**

## **Terms and Conditions SMM 2012**

**1. Management and Exhibitor.** The term "Management" as used herein shall define the personnel and agents of McNabb Marketing Resources, Inc., who are acting as agents for Hamburg Messe und Congress GmbH to produce this event. The term "Exhibitor" shall define the company and its personnel and agents electing to participate in the exposition. Once Exhibitor has executed this agreement by means of a signature, all terms shall become binding.

**2. Exhibiting Companies and Products.** Management has the sole right to determine eligibility for a product or a company in its exposition. Management shall have the right to change the location of assigned space for an Exhibitor. Exhibitor agrees not to assign or sublet its space allotted. Exhibitor may display or advertise only goods and services normally manufactured or offered in the course of its business.

**3. Exhibit Space Rules and Contractor Services.** Management shall have the right to establish rules for the show and the use of exhibit space covered by this agreement, including but not limited to the rules published by the event organizer. Management shall have full discretion and authority as to the placement of all decorations, signage, and display items. Management may require the replacement or redecorating of an item, display, or booth, and no costs shall accrue to management because of such necessity. Exhibitors are responsible to cover or fix all areas Management may consider unsightly, at Exhibitor's expense. Should an Exhibitor not be finished with installation as specified in the show rules, Management may take steps to finish said installation at the Exhibitor's expense. Should the Exhibitor fail to follow exposition deadlines for installation in terms of occupying the agreed-upon booth space, Management shall repossess said space and Exhibitor forfeits all claims to it and all monies paid. No Exhibitor shall have the right to dismantle, unpack, or vacate a booth prior to the end of the official show hours without the express written permission of Management. Management reserves the right to amend and enforce exposition regulations as it deems proper to assure the success of the event. Management has selected an "Authorized Contractor" and the use of their services by Exhibitors is highly encouraged.

**4. Exhibitor Booth Selection,** if later downsized, may result in a move by the show management to an available booth in the smaller size.

**5. Attendance.** All Exhibitors agree to staff their booth(s) during exposition hours.

**6. Enjoyment of Reasonable Business Environment.** Management reserves the right to restrict booth size, noise, characters, lights, entertainment, and methods of operation that it deems objectionable. Any behavior or equipment that Management finds to detract from the general appearance and intention of the Exposition may be grounds for eviction. Exhibitors are encouraged to check with Management before the expo regarding any item that Management might find objectionable.

**7. Fees and Deposits.** Exhibitor is responsible for timely submittal of fees as required in the application. Should exhibitor delay payments, Management shall have the right to repossess any assigned space after notifying Exhibitor in writing of the intent to do so. In the event of default by the Exhibitor, Exhibitor remains responsible for payments due and assumes the responsibility for all enforcement costs incurred by Management in collecting such fees.

**8. Exhibitor Cancellation or Nonpayment.** See Application.

**9. Liability and Insurance.** All property of the Exhibitor remains under its care, custody, and control in transit to and from the exhibit hall, during installation and removal, and while it is within the confines of the exhibit hall. Neither Exhibit Management, Hamburg Messe und Congress GmbH, the owners or management of the exhibit hall, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, Hamburg Messe und Congress GmbH, the owners or management of the Exhibit Hall, or their agents or employees. The Exhibitor agrees to obtain the following insurance during the dates of the Exhibition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) Commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage; (b) Employer's liability insurance; (c) Worker's Compensation/Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile insurance.

**Hold Harmless and Indemnification.** Exhibitor hereby agrees to indemnify, defend, and protect Exhibit Management, the owners and managers of the exhibit hall, and Hamburg Messe und Congress GmbH against, and hold and save Exhibit Management, the owners and managers of the exhibit hall, and Hamburg Messe und Congress GmbH harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees, and expenses of whatever kind or nature that might result from or arise out of any action or failure to act of the Exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property, or from or out of any damage, loss, harm, or injury to the person of the Exhibitor or any of its officers, agents, employees, or other representatives.

**10. Exposition Hours and Exhibitor Activities.** Management shall have the authority to set event hours, which may change upon notice to the Exhibitors. Distribution of Exhibitor literature and materials is limited to the confines of Exhibitor booth space.

**11. Music Licensing.** Exhibitors are solely responsible to obtain the necessary licenses for all usage of music or video, and all costs for such licenses are the responsibility of the Exhibitor.

**12. Compliance.** Exhibitor assumes all responsibility for compliance with federal and local codes and all laws related to public safety, as well as facility regulations. Exhibitor is responsible to meet all requirements of the Americans with Disabilities Act. Wiring and decorating materials must all conform to local codes and fire regulations. Exhibitor assumes the responsibility to ascertain that all codes and laws have been met, including issues related to facility services.

**13. Cancellation or Termination of the Exposition.** In the event that the Exposition is unable to operate, in the sole determination of Management, whether due to Acts of God, war, illness, public safety, strike, civil commotion, picketing, fire, or state of emergency, or by reason of any other occurrence not under the control of Management, or otherwise, Management may cancel, postpone or terminate the exposition. In the event of such cancellation, postponement, or termination, the Exhibitor waives any and all claims the Exhibitor may have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims, the Exhibitor's pro rata share of the total amount paid by all Exhibitors, excluding deposits, less all costs and expenses incurred by Management in connection with the exposition.

**14. Miscellaneous.** Management makes no representations or warranties as to the condition of the Exposition Facility, Contractors, or Subcontractors involved or the success of the Exhibitor's efforts for which the exhibit space is to be used. This Agreement and these Terms and Conditions represent the sole and entire agreement between Management and Exhibitor and supersede all prior agreements and discussions. The provisions set forth are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. Management shall use all reasonable efforts to properly manage installation and the event itself. Management shall not be held liable for late installation or power or services interruptions that may occur.