



Building Systems Councils SHOWCASE 2009
Marriott Marco Island, Florida
Official Contract for Exhibit Space and Sponsorships
Conference Dates: October 25-27, 2009

Mail/Fax completed contract and payment to:

Andrew Flank
 NAHB Marketing and Sales Group
 National Association of Home Builders
 1201 15th Street, NW (5th Floor)
 Washington, DC 20005-2800

Questions:
 800-368-5242, ext. 8059, 202-266-8059,
aflank@nahb.com
 Fax: 202-266-8193

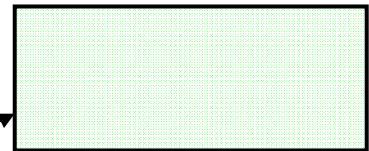
Subject to the terms described in the Rules and Regulations for Building Systems Councils SHOWCASE, 2009 (pages 3-4 of this document). I request that exhibit space be assigned to my firm at SHOWCASE 2009. If my preference is not available, I will accept your assignment.

I. Exhibitor/Sponsor Information for Showcase Program

Name of Firm/Organization _____
 Department/Division _____
 Contact Person _____
 Title _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____
 E-Mail _____
 Website _____

II. Booth Size:

8' x 10' Exhibit booths units are available in the exhibit hall for \$1,800, \$2000, \$2200/80 sq. ft. (Discounts apply for early sign-up and Building Systems Councils members.) Each booth includes: 1 full conference registration, listing in the SHOWCASE Program, pipe and drape, and one-line sign with booth number. (Additional conference registrations will be provided at a discounted rate.)



III. Booth Selection(s):

Several premier booths have been set aside for Platinum, Gold, and Event sponsors. All others will be assigned on a first-come, first paid basis.

(a) I request assignment to booth(s) # _____
 My alternate choices are booth(s) # _____ or _____

(b) I would prefer not to be located next to:
 _____ (company names),
 and I waive my priority of booth selection in III(a) to do so.

IV. Conference Registration

All conference attendees will need to be registered at www.nahb.org/showcase using the appropriate number of complimentary and additional exhibitor registrations. Any company using an inappropriate number will be contacted afterwards for payment information.

V. Payment Information:

EXHIBIT SPACE

	BSC Members	Non-Members
_____ Early sign-up 8'x10' Booths	_____ \$1800	_____ \$2000
Contract & payment received before 6/22/09		

	<i>BSC Members</i>	<i>Non-Members</i>
_____ 8' x 10' Booths	_____ \$2000	_____ \$2200
Contract & payment received after 6/22/09		

CONFERENCE PARTNERSHIPS

Note: New benefits are now offered for each level. See prospectus for complete benefit list of all sponsorships.

_____ Platinum	\$3000
_____ Gold	\$2000
_____ Silver	\$1000
_____ Bronze	\$500

EVENT SPONSORSHIPS

Note: 2008 sponsors have first right-of-refusal

_____ Networking Gala Title Sponsorship	\$10,000
_____ Keynote Sponsor	\$7,500
_____ Welcome Reception	\$7,500
_____ SA Walters Award	\$6,000
_____ Marketing & Design Awards	\$5,000
_____ Lanyard Sponsor	\$5,000
_____ Tote Bag Sponsor	\$5,000
_____ Hotel Room Key Card	\$5,000
_____ Beachfront Sand Logo	\$5,000
_____ Custom Sailboat Sail	\$5,000
_____ Conference Pad folio/Notebook	\$4000
_____ Exhibit Hall Social Hour	\$2,500
_____ Coffee Break	\$1,500

GOLF SPONSORSHIPS

_____ Food/Beverage Cart	\$2,500
_____ Golf Luncheon	\$1,500
_____ Hole Sponsorship (18 available)	\$250
_____ Closest to the Pin (4 available)	\$250
_____ Men's Longest Drive	\$200
_____ Women's Longest Drive	\$200

Total _____

- Bill me/Check Enclosed
- Please bill my: Visa Mastercard AMEX Card

Number: _____ Expiration Date: _____

Name on Card: _____ Signature: _____

I agree to the Rules and Regulations as outlined in this agreement for *SHOWCASE 2009*

Signature: _____ **Date:** _____

RULES AND REGULATIONS FOR THE BUILDING SYSTEMS COUNCILS SHOWCASE 2009

Objectives of SHOWCASE

To provide a unique educational framework for the dissemination of the newest ideas in the housing industry through the assembly of leaders from all areas of the building systems industry, with program activities and product displays, and with the primary purpose of exchanging information directed at solving complex building needs, both national and international. The Conference and Exhibit helps provide a forum for the introduction of new building products and services to the National Association of Home Builders (NAHB) Building Systems Councils members and Non-members.

Character of Trade Show

It is understood and agreed by each exhibitor that the NAHB Exhibit is undertaken by NAHB (hereinafter "Show Management") primarily for the education of its members, who represent all phases of the housing industry. To this end, each exhibitor agrees as follows:

1. To exhibit only products of its own manufacture or distribution, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the building industry,
2. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services,
3. Show Management cannot guarantee that a company exhibiting similar products (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space,
4. That this application becomes a binding contract upon issuance of the confirmation and invoice.

Show Management reserves the right:

1. To prohibit any exhibit or part thereof which, in its sole opinion, violates the agreement described herein or is, in any other way, not suitable to or in keeping with the character and spirit of the Exhibit,
2. To close an exhibit which is found to violate this agreement during the course of the Exhibit,
3. To refuse to permit an exhibitor who violates this agreement to participate in one or more future NAHB Exhibits by reason thereof,
4. To change the floor plan (including but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful Exhibit. Show Management has absolute discretion to exercise these rights.

Exhibit Regulations

NOTE: In order to provide a well-balanced, well-regulated, attractive, and successful Exhibit, no exceptions to the following rules will be permitted. Show Management reserves the right to enforce strict compliance with these Rules and Regulations.

1. The cost of standard exhibit space ranges from U.S. \$1800 - \$2200 per 8' x 10' booth space.
2. The height of booths, display equipment, and signs shall be restricted to the heights indicated by the initial floor plan unless written approval of an exception is granted by Show Management in advance.
3. Exhibitors who do not build solid backwalls and solid sidewalls of their booths to the minimum 8' height restriction, must arrange and pay for necessary draping to cover the unfinished walls of their neighbors. Any portion of an exhibitor's back or sidewall that exceeds 8' high must be finished off facing the neighboring booths. Such areas facing the neighbors may not display any company name, logos, or any other advertising. Show Management will install drapery material, at the exhibitor's expense, in such areas, where, in its sole discretion, deems it necessary.
4. Exhibitors shall be responsible for providing booths, booth equipment and a backwall or sidewalls as needed. ALL TEMPORARY WIRING MUST BE ACCESSIBLE AND FREE FROM DEBRIS AND STORAGE MATERIALS. Hardback booths must be at least 9 inches from the rear booth lines and 18 inches between hard walls.
5. Heavy or high equipment such as tractors, trucks, earth moving machinery, cement mixers, scaffolding, roof trusses, elevators, etc., will be assigned locations providing the necessary height and load support for their presentation.
6. The use of loudspeakers, recording equipment, television sets, radios, operating machinery, or any other apparatus which is of sufficient volume to annoy neighboring exhibitors will not be permitted. Exhibitors using audio systems and/or live entertainment must keep amplification at a conversational level. Failure to do so will result in the immediate discontinuation of all amplification. The use of speakers will be permitted only if they are within the confines of the contracted exhibit space and facing inward and not toward the aisles. Adequate sound insulation must be built around the speakers to assure non-interference with neighboring exhibitors. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display. Light and Laser shows or demonstrations must not project beyond the exhibitor's booth. Stages, if used in exhibits, must face the inside of the booth in order to prevent the audience from blocking the aisles. **Failure to comply with these regulations can result in Show Management suspending the use of the exhibitor's amplification equipment or shutting down power to all or part of the booth.**
7. Dispensing or serving of beverages or food from the booth must be approved in writing by the Show Management and the Marriott Marco Island prior to the commencement of the Exhibit. Popcorn machines or the dispensing of popcorn is prohibited on the exhibit floor.
8. Hanging or attaching signs or any other booth equipment, materials or lighting from any part of the Marriott Marco Island is NOT ALLOWED.
9. Exhibitor will pay the costs of the services of any structural engineer required by Show Management in connection with an Exhibitor's Exhibit. Smoke and/or fog-producing machines may not be used at any time.
10. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.
11. Live animals of any kind (excluding Service Animals) are not allowed on the exhibit floor.
12. No luggage carts or wheeled carts of any kind will be allowed on the exhibit floor.
13. Helium Balloons: All helium balloons must be approved by the Show Management and the Marco Island, FL Fire Marshall. Small individual balloons are not permitted.

Musical Entertainment

All live musical performances and all uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing such music. Recorded music includes, but is not limited to, records, tapes, compact discs, videotapes, or computer presentations with either featured or background music. Exhibitor agrees to indemnify and hold harmless Show Management, and its officers, directors, members, employees, and agents from and against any and all claims, costs and expenses (including legal fees and expenses), demands, and liabilities of every kind with respect to breach of the representations and warranties contained in this paragraph.

Installation and Removal of Exhibits

Complete details regarding the installation and removal of exhibits will be included in the Exhibitor Service Kit. No exhibits may leave the building at any time after installation until the final closing of the Exhibit unless special permission is obtained 30 days in advance of the SHOWCASE in writing from Show Management. No exhibits may be removed from the building until all bills accruing against the exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the Exhibit, the Exhibit shall forthwith become the property of Show Management. Exhibitor agrees to indemnify and hold Show Management, its officers directors, members, employees and agents harmless from any and all liability, claims, or expenses of any kind whatsoever, including Show Management's legal fees and costs, arising out of or in connection with such claims.

Contractor Services

Show Management has agreements with contractors (hereinafter "Official Contractors") to provide various services to exhibitors. These Official Contractors will provide all show services other than supervision. Exhibitors will provide only the material and equipment that they own and intend to use in their exhibit space. All other items or show services may be provided only by the Official Contractors or as set forth in the Exhibitor Service Kit, which contains forms and instructions for obtaining the necessary services. All services not ordered in advance must be procured through the Exhibitor Service Desks, which will be maintained in the exhibit hall. Exceptions to the foregoing will be considered only in cases where Show Management has received a request in writing from the exhibitor no later than August 17, 2009. To be eligible for consideration as an exception, an exhibitor must attach the following to its request:

1. An original, valid certificate of insurance for itself and/or its Exhibitor Appointed Contractor in limits satisfactory to Show Management,
2. A description of the work to be done and the personnel to be used,
3. Evidence of any and all business permits, licenses, insurance and/or fees that may be required by the applicable state, county or local authorities with respect to the work performed,
4. The Request for Set-Up by an Exhibitor Appointed Contractor Form from the Service Kit,
5. An original sample of the badge to be used by any Exhibitor Appointed Contractor (see below).

An exception will be granted only if it will not interfere with or prejudice the orderly set up, interim services, or dismantling of the exhibition. An exception will not be granted if it is inconsistent with the commitments and obligations assumed by Show Management in any contract with Official Contractors, or in its agreement with the lessor of the exhibit space. For services such as electrical, plumbing, telephone, custom cleaning, and drayage (including all movement of material and equipment), no exception will be made, and the Official Contractor must be used.

To make it possible to set up the Exhibit in the limited time available and to avoid confusion and congestion, the official drayage contractor must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns.

In order to facilitate the Exhibitor Appointed Contractor personnel's access to work on the floor of the exhibit halls, Show Management requires that each EAC company supply their own badges to their labor, supervisors, and management. These badges must have the EAC's company name. Exhibitors who are setting up their own booths must request Exhibitor Badges for their set-up personnel, even if they will only be present during the setup and/or tear-down period. Identification badges must be worn at all times on the Conference premises. In its sole discretion, Show Management reserves the right to terminate entry privileges of Exhibitor employees or their agents.

Subletting Space

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any exhibitor exhibit therein any other goods, apparatus, material or service that is not manufactured or distributed by the exhibitor in the regular course of its business or allow any other person or party to do so. If it is necessary to use the equipment of another manufacturer, that equipment should be displayed separately, and no advertising of that equipment may be displayed.

Catalogs, Souvenirs, Etc.

Soliciting, polling, interviewing, etc. in any part of the Marriott Marco Island other than exhibitors' booths is strictly prohibited and any person so doing will be required to leave the building. Circulars, catalogs, magazines, folders, and any other matter may be distributed only from within the exhibitor's booth and must be related strictly to the products and/or services on display or directly available from the individual exhibitor. Distribution of wheeled carts is prohibited. Distribution from booth to booth or in the aisles is forbidden, and exhibitors must confine their exhibit activities to their contracted space. Strolling entertainment or moving advertisements outside of an exhibitor's assigned space is not permitted.

Fire Regulations

Each exhibitor is expected to be knowledgeable of and adhere to all Federal, state, and local laws and regulations while participating in SHOWCASE 2009. Show Management has no responsibility for exhibitors' compliance with applicable laws. Compliance with applicable laws is mandatory and is the sole responsibility of the exhibitor. All exhibitors, service contractors and any other parties exhibiting or working in the Marriott Marco Island must comply with all applicable Federal, State and Municipal building and fire codes, and all exhibits must pass Fire Department inspection before opening date.

Welding equipment, open flames, smoke-emitting materials or large amounts of combustible materials used in exhibits must be approved in writing by Show Management, the Marriott Marco Island and the Fire Marshal. COOKING WITH LP GAS IS NOT ALLOWED. Copies of any approvals obtained from the Fire Marshal must be provided to Show Management prior to any use of the substances contemplated by this paragraph.

Any questions regarding specific situations should be referred to the Marriott Marco Island. This will enable that Department to solve any problems prior to the opening of the Exhibit.

Care of Building

The Marriott Marco Island prohibits any attachments or installation of materials of any kind in the walls, ceiling, columns, floors, or other common areas of the Marriott Marco Island, inside or outdoors. Exhibitors may not distribute helium balloons or adhesive-backed decals of any type inside the Marriott Marco Island. Glitter and/or confetti may not be used or distributed in the Marriott Marco Island. Use of helium balloons for attachment to authorized displays must be approved in writing by Show Management and the Marco Island, FL Fire Marshal. Exhibitors may not mark, damage, or otherwise deface any part of the building or property belonging to the Marriott Marco Island. Any such damage shall be the sole responsibility of the exhibitor. Each exhibitor further agrees to hold Show Management harmless and indemnify Show Management, its officers directors, members, employees and agents from any claims, losses, or expenses resulting from their breach of this covenant.

Payment for Space

The exhibitor specifically recognizes and acknowledges that Show Management will be harmed if the exhibitor cancels its exhibit space after it has been assigned and confirmed by Show Management. Any prospective exhibitor leasing space who fails to make the payment required by this agreement or who cancels such space after September 14, 2009, shall forfeit all monies paid and all rights in and to the use of the contracted exhibit space. Show Management shall have the right to dispose of the released space in such way as it may consider in its interests (including re-sale of such exhibit space without any liability on the part of Show Management). The exhibitor shall have no right to a listing in the Official Exhibit Guide. BALANCES ARE DUE IN FULL IMMEDIATELY UPON RECEIPT OF INVOICE. THERE WILL BE A CHARGE OF U.S. \$50.00 ON ALL CHECKS RETURNED TO Show Management BY OUR BANK. ANY MONEY SENT TO Show Management AFTER SEPTEMBER 21, 2009 MUST BE IN THE FORM OF A CASHIERS CHECK, MONEY ORDER OR CERTIFIED CHECK. COMPANY CHECKS WILL NOT BE ACCEPTED AFTER SEPTEMBER 21, 2009. Any exhibitor who has not made full payment for its contracted exhibit space by October 5, 2009 will not be listed in the on-site program.

Refunds

ANY CANCELLATION OF THIS LEASE MUST BE MADE IN WRITING TO SHOW MANAGEMENT. ANY CANCELLATIONS MADE BY SEPTEMBER 14, 2009 WILL BE SUBJECT TO AN ADMINISTRATIVE CHARGE OF \$300.00. IF AN EXHIBITOR CANCELS AFTER SEPTEMBER 14, 2009, THERE WILL BE NO REFUNDS WHATSOEVER.

Liability

Neither Show Management, the Marriott Marco Island, nor the officers, directors, members, employees, or agents of any of them, shall have any liability for any personal injury to the exhibitor or its officers, guests, agents, or employees, or to any other person in attendance at the Exhibit, or for any damage to or loss of any property of the exhibitor or any of its officers, agents or employees, or of any person in attendance at the Exhibit, whether such injury, damage or loss is caused by action of the elements or by acts or omissions of any such parties, whether any such injury, damage, or loss occurs prior to, during, or after the Exhibit, unless such injury, damage, or loss is the direct result of the gross negligence or willful act of one or more of such parties. The exhibitor, on signing the contract, expressly releases such parties from, and agrees to indemnify them against, any and all claims for such injury, damage, or loss, and hereby waives same. Show Management strongly recommends that each exhibitor purchase insurance covering public liability and loss, including damage and theft, to protect against possible claims arising out of the operation of his exhibit.

Eventualities

In the event that an event, including but not limited to, acts of God, acts of terrorism or other violence, regulations or orders of governmental authorities, fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), curtailment of transportation facilities, or other emergency makes it illegal, or otherwise impractical for Show Management or the Marriott Marco Island to provide the facilities or services contracted herein, this Agreement shall terminate without further obligation on the part of any party hereto. In the event of postponement or disruption of the Exhibit for any cause beyond the control of Show Management, Show Management shall have no obligation whatsoever to Exhibitors. Settlement by adjustment may be made to each exhibitor on a pro rata basis not to exceed 25 percent of the expenses already incurred prior to termination date.

Admission to the Exhibit will be available to all registered Show attendees. The Association makes reasonable attempts to attract qualified attendees to its Show but does not guarantee specific volumes or levels of attendees. The exhibitor hereby waives any and all claims against Show Management for damages or compensation due to cancellation or postponement of the Exhibit pursuant to this paragraph.

Amendments

Show Management, through its NAHB Builder, Associates and Affiliate Services Group, shall have full power in the interpretation and enforcement of all Rules contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further Rules and Regulations as it shall consider necessary for the proper conduct of the Exhibit, provided same do not materially alter or diminish the contractual rights of Exhibitor.

Americans with Disabilities Act (ADA) Requirements

Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the ADA) and agrees to hold Show Management, its officers, directors, members, employees and agents harmless from and against all claims that may be brought against exhibitor on the basis of exhibitor's noncompliance with ADA requirements. All Exhibitor personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact Show Management as soon as possible.

Right of Entry and Inspection

Show Management or its designee shall retain the right and unfettered discretion at any time to enter the leased area occupied by exhibitors and to inspect any material distributed or made available in the leased area.

Governing Law and Forum

This Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia (excluding the District of Columbia's conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Washington, District of Columbia, which shall be the exclusive venue for any disputes relating to this agreement.

Sponsor Terms and Conditions

NAHB will recognize sponsors for their support as detailed in exhibitor prospectus, and in other activities as determined by NAHB to be appropriate. Sponsors are encouraged to promote their involvement with the sponsorship to enhance their experience. NAHB reserves all rights and decision-making authority over all aspects of the sponsorship element including, but not limited to, selection of sponsors, identification of appropriate sponsorships, recognition of sponsors and any and all other terms, conditions, and fees. Nothing in this Agreement should be construed to imply or convey NAHB's approval, endorsement, certification, acceptance, or referral of any Sponsor product or service. Sponsor agrees to indemnify and hold harmless NAHB, its officers, directors, employees, and agents, from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs, and other expenses, incurred in any way in connection with Sponsor's acts, omissions or breach of contract. If Sponsor fails to make any payment when due, NAHB may immediately terminate this Agreement and Sponsor shall not be entitled to any remaining benefits of the sponsorship.

Payment Schedule and Agreement

The undersigned has agreed to participate as a sponsor. The applicant agrees to pay the designated sponsorship amount as stated on this contract. The balance due for the sponsorship will be invoiced by NAHB and is payable in full 30 days after the invoice date, unless otherwise agreed upon by NAHB and client. This agreement shall become binding upon acceptance by NAHB and will constitute a binding contract upon the applicant, subject to terms, rules and regulations set forth in this contract. Mail this agreement to NAHB at the address indicated above.