



PACIFIC 2019 | SYDNEY, AUSTRALIA | OCTOBER 8-10, 2019 | SPACE APPLICATION, CONTRACT AND TERMS & CONDITIONS

**ACCOUNT HEADQUARTERS INFORMATION (\*=Mandatory)**

Company Name\* \_\_\_\_\_  
 Address\* \_\_\_\_\_  
 City\* \_\_\_\_\_ State / Province\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_ Country\* \_\_\_\_\_  
 Main Phone\* \_\_\_\_\_ Website\* \_\_\_\_\_

**CONTACT ORDER INFORMATION (\*Mandatory)**

Exhibiting As (Your Company will be registered under this name)\* \_\_\_\_\_  
 Main Contact\* Will receive all exhibitor related updates \_\_\_\_\_ Title\* \_\_\_\_\_  
 Direct Phone\* \_\_\_\_\_ Mobile Phone\* \_\_\_\_\_ Email\* \_\_\_\_\_  
 Address\* \_\_\_\_\_  
 City\* \_\_\_\_\_ State / Province\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_ Country\* \_\_\_\_\_  
 Exhibiting Company Website (if different from HQ website)\* \_\_\_\_\_

**ADDITIONAL CONTACT INFORMATION**

1 – BOOTH CONTACT <b>This person will receive all exhibitor related updates.</b> Name* _____ Phone* _____ Email* _____	2- PR & COMMUNICATIONS CONTACT Name _____ Phone _____ Email _____
3- STAND BUILDER (Space Only Clients) <input type="checkbox"/> <b>We will be working with Kallman Creative Services on the build for our stand. See details in Terms &amp; Conditions.</b> Builder _____ Contact Name _____ Phone _____ Email _____	

**INVOICE INFORMATION** Check box if:  Send invoice to Account HQ Address  Send invoice to Contact Order Address

Company Name \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_  
 State / Province \_\_\_\_\_ Zip Code \_\_\_\_\_ Country \_\_\_\_\_  
 INVOICE TO THE ATT'N OF: \_\_\_\_\_ Email: \_\_\_\_\_

**COMPANY PROFILE (Mandatory)**

Are you a U.S. company or affiliated with one? Yes <input type="radio"/> No <input type="radio"/>	Are you a first-time exhibitor at Pacific? Yes <input type="radio"/> No <input type="radio"/>	Are you new to the Australian market? Yes <input type="radio"/> No <input type="radio"/>
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For KWI Use Only \_\_\_\_\_

WE REQUEST THE FOLLOWING BOOTHS: 1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_  
 \*If booth numbers are not yet available, please consult with the salesperson listed on the right for booth preferences\*

**SPACE SELECTION AND PRICING**

**A. Space Selection (Check only one box and then type in the dimensions – the rest will calculate)**

- Turn-key Stand**  
 (Hard-Wall Construction, Fascia with company name in standard lettering, Table & 4 Chairs, Literature Rack, Lockable Reception Counter w/ company name, Lighting, Carpet, Cleaning)  
 \_\_\_\_\_ m x \_\_\_\_\_ m = \_\_\_\_\_ m<sup>2</sup> x US\$1,695 / m<sup>2</sup> =US\$ \_\_\_\_\_
- Space Only**  
 (raw space with no modulation or carpet. *Must be min. of 36m<sup>2</sup>*)  
 \_\_\_\_\_ m x \_\_\_\_\_ m = \_\_\_\_\_ m<sup>2</sup> x US\$1,395 / m<sup>2</sup> =US\$ \_\_\_\_\_
- Second Storey**  
 (on stands over 70sqm)  
 \_\_\_\_\_ m x \_\_\_\_\_ m = \_\_\_\_\_ m<sup>2</sup> x US\$500 / m<sup>2</sup> =US\$ \_\_\_\_\_

**B. Your participation in the USA Partnership Pavilion will also include a . . . .**

**MEDIA PACKAGE - FREE**

This package (valued over \$1,500) will include the following benefits: =US\$ \_\_\_\_\_  
 -Company logo in the USA Partnership Pavilion Visitors Guide  
 -Company name featured in a prominent location in the USA Partnership Pavilion Visitors Guide  
 -One (1) exhibitor spotlight feature on the USA Partnership Pavilion Newsstand Video

- C. Total Space Cost** =US\$ \_\_\_\_\_
- D. Australian Goods and Services Tax (10% of B)** =US\$ \_\_\_\_\_
- E. Total Participation Fee (B+C)** =US\$ \_\_\_\_\_
- F. Deposit Due (50% of Total)** (100% if signing within 6-months of the show start) =US\$ \_\_\_\_\_

**Invoicing Policy:** In Kallman Worldwide's efforts to be a paperless office, all invoicing will be sent out via email unless otherwise indicated above.

**SIGNATURE SECTION**

**Your space will not be confirmed without payment details. You will receive an invoice from Kallman Worldwide with payment instructions.**

- Checks make payable to Kallman Worldwide, Inc., 4 North Street, Suite 800, Waldwick, NJ 07463, USA
- Wire Transfer: Please e-mail MicheleK@Kallman.com
- Credit Card option available for transactions under \$20,000: Please e-mail ToniR@Kallman.com

**PLEASE COMPLETE THIS AUTHORIZATION**

THIS SPACE CONTRACT AND THE TERMS & CONDITIONS, WHICH ARE INCORPORATED INTO THIS SPACE CONTRACT, TOGETHER CONSTITUTE THE CONTRACT BETWEEN KALLMAN WORLDWIDE AND CLIENT. BY SIGNING THIS SPACE CONTRACT, CLIENT CONFIRMS THAT IT HAS READ AND UNDERSTANDS BOTH THE SPACE CONTRACT AND THE TERMS & CONDITIONS ON PAGE 3, AND ACKNOWLEDGES AND AGREES TO BE BOUND BY THEIR TERMS. THE SIGNATORY TO THIS SPACE CONTRACT IS SIGNING AS THE AUTHORIZED SIGNATORY OF CLIENT AND POSSESSES ALL NECESSARY POWER AND AUTHORITY TO BIND CLIENT TO THIS CONTRACT.

Contract Authorizing Signature \* \_\_\_\_\_

Date \* \_\_\_\_\_ Printed name of Signatory \* \_\_\_\_\_



Christa March  
 Project Manager  
 christam@kallman.com  
 T: +1 201 251 2600  
 x116

**Send completed application to:**

**Kevin Tighe**  
 Sales Associate  
 E: kevinT@kallman.com  
 T: +1 201 251 2600  
 x172  
 F: +1 201 251 2760

Kallman Worldwide, Inc.  
 4 North St, Suite 800  
 Waldwick, NJ 07463  
 USA

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 Finance questions  
 contact:  
 Ms. Michele Kovolesky  
 +1 201 251 2600 x114  
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**www.kallman.com**

The following conditions, as well as any and all rules and regulations laid down by the show organizers of **Pacific 2019 "The Show"**, are part of the Participation Agreement made through the signing of this "Stand Application and Contract Form", as though fully incorporated therein, and each participant, hereinafter referred to as "Exhibitor", is bound by each and every one thereof.

Kallman Worldwide, Inc., hereinafter referred to as "Management", undertakes within the framework of the offer submitted to carry out the project described in The Show's USA Partnership Pavilion sales package, on the condition that the requisite number of Exhibitors apply.

**Space Assignments:** Management and the show organizers have the sole authority to assign, reassign and allocate exhibit space. Management reserves the right to accept or refuse applications for any reason and confirmation of participation is made solely by Management. No assignment will be official until a completed application and the proper payment has been received and accepted by Management. The location and layout of the USA Partnership Pavilion are subject to change at the sole discretion of Management and the Show Organizers. Space numbers printed in the Pavilion floor plan are for pavilion reference use only. Official booth numbers will subsequently be assigned to each exhibitor at a later date.

**Special Builds of Turnkey Stands:** By checking the box in the Stand Builder section of this application, you are confirming Kallman Creative Services as your stand builder for this show. Should you decide to work with a different builder you will be required to pay the difference between the turnkey and space only pricing.

**Two-Storey Stands:** The Construction of two-storey stands will be permitted within the halls subject to the organizer's rules & regulations, to include height restrictions, set-backs and size constraints. Construction of the two-storey section of the stand should be carried out in accordance with applicable building regulations. The upper level of the stand will be subject to charge for the area utilized.

**Exhibitor's Insurance:** Exhibitors must obtain or provide insurance protection for all third party risks and to ensure that Management, the Organizer, their Related Bodies Corporate and their respective Personnel are named as insured's in the insurance policy covering the Exhibitor's participation in The Show. The minimum insurance protection which Exhibitors are required to obtain or provide in respect of their participation in The Show is the higher of: a) the existing third party insurance of the Exhibitor; or b) an amount not less than one million US\$ dollars (US \$1,000,000) for any one accident or occurrence.

**Exhibitor agrees** to provide their own property and liability insurance, to make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Management. Exhibitor agrees to keep a fully equipped, staffed stand at all opening hours throughout The Show. Should an Exhibitor's stand be left unattended, Management may make provisions to equip and staff the stand at the Exhibitor's expense. Exhibitor also agrees to take responsibility for all costs for shipping, duties, and handling of all its goods and materials, and the removal of said material from the exhibition site after the event. Management has the right to have any material left by an exhibitor removed after the close of The Show at the Exhibitor's expense.

**Sharing of Stand:** Exhibitor agrees not to share or sublease the contracted space or stands without the express, written consent of Management. In cases where Exhibitor has co-exhibitors within its exhibit, the primary Exhibitor will be responsible for all the group's payments.

**Liability:** Exhibitors, their contractors and their respective Personnel participate in The Show at their own risk. To the extent permitted by law, the Exhibitor agrees to indemnify and hold harmless the Management, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. To the extent permitted by law, Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expense, including, without limitation, attorney's fees and amount paid in settlement with Exhibitor, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.

**Photo Release:** I grant Kallman Worldwide, the right to take photographs of me, any other agents, and my stand in connection with the above-identified event. I authorize Kallman Worldwide, its assignees and transferees to copyright, use and publish the same in print and/or electronically. I agree that Kallman Worldwide may use such photographs of me with or without my name and for any lawful purpose, including such purposes as publicity, illustration, advertising, and web content.

**Payment Schedule and Prices:** A deposit of 50% of the total participation fee is required at the time of submission of the application. Any remaining balance due must be made by **April 11, 2019**. Space applications received after **April 11, 2019** will be invoiced 100%. No exhibit space assignments will be made to companies who have not paid the proper deposit. Management has the right to replace any exhibitor who has not paid its total participation fee in full by **April 11, 2019**. The cancellation policy listed below will apply in that case. All prices are in US Dollars (US\$). **Management reserves the right to vary prices or impose a surcharge at any time prior to the opening of The Show if either: a) there are significant increases in the rate of currency exchange, duties or taxes or b) there are significant increases in the costs in connection with conducting The Show.**

**Exhibitor Cancellation or Space Reduction:** Because Management bases its irrevocable space & rental commitment on the Exhibitor's participation commitment, by signing the Stand Application and Contract Form the Exhibitor is committed to paying 100% of the Total Participation Fee to Management regardless of written notice from Exhibitor to cancel participation. On all applications received before **April 11, 2019** a deposit payment of 50% of the Total Participation Fee is due immediately and the balance is due **April 11, 2019**. On all applications received after **April 11, 2019**, 100% of the Total Participation Fee is immediately due from Exhibitor and is payable to Management. If a formal cancellation is made, the following guidelines will apply (a) Written notification of the intention to cancel received by Management more than 120 days before the Opening Day of The Show will result in refund of any amounts paid to Management above the first 50% of the participation fee. (b) Written notification within 120 days of the Opening Day of The Show will not only result in a forfeiture of all payments, but Exhibitor will remain liable for payment of the Total Participation Fee. The cancellation fees are considered to be liquidated damages for the injuries Management will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor also acknowledges that its withdrawal or reduction from its reserved space at a time when other entities would be interested in occupying it will cause Management to sustain damages. In such situations, the Management's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence. If cancellation occurs within 120 days of Opening Day, and you have reserved Space Only, you are responsible to build on this space.

**Show Cancellation:** In the event of cancellation of The Show or any part thereof for any reason whatsoever, Management shall not be under any liability whatsoever for any expenditure, loss or liability incurred by Exhibitors, and Management shall be entitled to retain all sums paid by Exhibitors or such part thereof as the Management, in its absolute discretion, considers necessary to cover Managements expenses incurred with The Show. The amount (if any) of any sums not retained by Management as necessary to cover Management's expenses will be refunded to Exhibitors.

**Force Majeure:** In the event of fire, war, inclement weather, public calamity, force majeure or other reasons beyond Management's control preventing all that is indispensable to the staging of the USA Partnership Pavilion, Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is herewith expressly agreed that Exhibitors shall have no rights of preferring claims against Management on any ground or for any reasons whatsoever.

**In the event that The Show is Certified by the U.S. Government, then the following clause also applies:** The exhibitors and their companies, on behalf of themselves and any of their officers, employees or agents, agree to release and hold harmless the U.S. Government from liability for any illness, injury, loss of life, or damage or loss of property occasioned by or connected with participation in the trade fair, and not arising from the negligent or wrongful act(s) of Government employees.

Exhibitor affirms that, to the best of its knowledge, it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at this trade show/event and that it will not knowingly infringe the intellectual property rights of another party