

Contract and Requirements for
Exhibitors By and Between
The American Legion for
The American Legion's 90th National Convention
Phoenix, Arizona

1. The standard booth size is 10X10. There is a \$950.00 charge for the rental of each booth. Payment is due with the return of an original signed copy of this contract. Please attach your money order or cashier's check, payable to the National Treasurer of the American Legion, and forward directly to the National Convention & Meetings Office. If payment by credit card is desired, please provide your VISA, Mastercard, Discover, or American Express number and expiration date on the space provided on the signature page. We **will not** accept personal checks or purchase orders for booth rentals. If you need a receipt for your booth rental please notify us as one will not be automatically issued.
2. Each booth has an 8' high back drape with 3' high side rails. Also, each booth will be provided with one (1) 8'X30" skirted table, two (2) chairs and one (1) trashcan. All other items such as: electrical, additional tables, freight handling and other items will be at the expense of the exhibitor. The additional items are to be ordered directly through the George Fern Company.
3. Each booth is available for move-in on Thursday, August 21, 2008. Show dates are Friday, August 22, 2008 through Tuesday, August 26, 2008. Exhibitors may move-in on August 21, 2008 between 8:00AM and 4:30PM. Exhibitors who need to depart prior to the conclusion of the show, or who desire to move in after the show has begun, will be handled on a case-by-case basis with the George Fern Company. The hours for exhibit booth operation are:

Friday, August 22, 2008	8:00 AM – 3:30 PM
Saturday, August 23, 2008	8:00 AM – 3:30 PM
Sunday, August 24, 2008	8:00 AM – 2:00 PM
Monday, August 25, 2008	8:00 AM – 2:00 PM
Tuesday, August 26, 2008	8:00 AM – 2:00 PM
4. Subsequent to the receipt of your signed contract an exhibition package from the George Fern Company will be e-mailed to you. Prior to your arrival at The National Convention, but no later than August 8, 2008, you will receive your booth assignment from the Convention and Meeting Planning office of The American Legion. **(Please report to the George Fern Company's service desk in the exhibit hall upon arrival.)**
5. After receipt of your exhibition package please contact the George Fern Company for all shipping requirements and any additional requirements. Your contact at the George Fern Company is Ms. Tracie Glass.

She can be reached at telephone number (317) 635-9606 or via e-mail at tglass@geofern.com. **The Phoenix Convention Center will not receive material directly from or for exhibitors.**

6. Exhibitors should be aware letters patent; trademark, service mark and name filings cover the names and emblems of The American Legion, the American Legion Auxiliary and the Sons of the American Legion. Moreover, Title 18, United States Code, Section 705, makes it a federal crime to misuse the emblems or names of the American Legion or auxiliaries. The American Legion and its auxiliaries are such organizations. Any merchandise bearing the names or emblems without the express written consent of The American Legion, the American Legion Auxiliary or the Sons of the American Legion is a violation of the foregoing and will cause The American Legion and its auxiliaries to exercise all their legal options including contacting the US Attorney's Office for enforcement of the criminal law and/or suits for injunctions and/or damages.
7. Exhibitor agrees and understands The American Legion, the American Legion Auxiliary, the Sons of The American Legion, The American Legion National Convention Corporation of Arizona, Inc. and the host facility are not responsible for any loss or damage to exhibitor's merchandise or harm to exhibitor and/or exhibitor's agents, officers, directors, employees or volunteers.
8. _____ hereby expressly and as additional consideration for the privilege of granting and allowing exhibitor to maintain a booth at The American Legion National Convention for itself, its heir, successors, assigns, representatives, officers directors, and employees, hereby conclusively releases The American Legion, the American Legion Auxiliary, the Sons of the American Legion and the Host facility from any and all liability in any way arising or pertaining to exhibition at The American Legion National Convention, the convention itself, the use of the booth, the use of the host facility, or anything else in any way related to this agreement. As further additional consideration, exhibitor hereby warrants and agrees to indemnify and hold harmless The American Legion, the American Legion Auxiliary, the Sons of the American Legion, their executive committeemen and women, directors, officers, employees, agents, assigns, the host facility and The American Legion National Convention Corporation of Arizona, Inc.
9. The American Legion reserves the right to determine suitability of all exhibits and products therein. The exhibitor specifically agrees that the decision of The American Legion shall be final and based upon its sole and unfettered discretion. Please provide a description of activities and/ or items that will be sold during the course of The American Legion National Convention:

10. Subject to the terms of this contract, if the exhibitor should cancel their booth the exhibitor agrees to pay a charge based upon the percentages set forth below as liquidated damages and not as a penalty to compensate The American Legion for its efforts and expenses related to this contract and its cancellation as follows:

<u>Cancellation within opening of exhibits</u>	<u>Payment</u>
Date of signed contract – 90 days	25% of the total contracted cost
89 days – 60 days	75% of the total contracted cost
59 days – opening of exhibits	100% of the total contracted cost

The appropriate percentage of total contracted cost shall be withheld from the rental charge per booth as set forth in paragraph 1 of this contract.

11. Questions pertaining to this contract should be directed to either Dick Holmes or Bridget Williams of the Convention and Meeting Planning Office of the American Legion at (317) 630-1292/1313 or via e-mail at dholmes@legion.org and/or bwilliams@legion.org.
12. For all questions concerning additional services such as furniture rental, booth carpeting, electricity, additional tables and shipment of materials please contact the George Fern Company at the address and telephone number listed below:

Ms. Tracie Glass
(317) 635-9606 or tglass@geofern.com

A copy of the service kit is available at www.geofern.com. Service kits (green tab on right hand side) are listed in date order.

For all questions concerning audio/visual needs and rentals please contact Markey's Audio/Visual, Inc.:

Mr. John Griffith
(317) 783-1155 or jgriffith@markeys.com

13. Please submit your **ORIGINAL SIGNED** contract, with the appropriate payment, to the following individual and address:

Ms. Bridget A. Williams, Deputy Director
Convention & Meetings
The American Legion
Post Office Box 1055
Indianapolis, Indiana 46206-1055

PLEASE TYPE OR PRINT LEGIBLY

Company Name _____

Name of Exhibit for Signage Purposes
(No more than 70 characters spaces included) _____

Contact Name _____

On-site Contact Name
(If different than the above) _____

Company Address: _____

Telephone number _____

Fax Number _____

E-Mail Address to send exhibitor kit: _____

**Visa, Mastercard, Discover, or
American Express Number** _____

Expiration Date of Credit Card _____

The American Legion

Exhibitor

By: _____
Robert W. Spanogle, National Adjutant

By: _____

Date: _____

Date: _____