

**EXHIBITOR APPLICATION/AGREEMENT CONTRACT**  
**Kansas Association of REALTORS® Conference & Education Expo**  
**October 14-16, 2015 – Capitol Plaza Hotel, Topeka, KS**

*(Information for your listing in the Conference program will be taken from this form - accuracy and completeness are important.)*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE # \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ FAX # \_\_\_\_\_

WEB SITE ADDRESS: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**DESCRIPTION OF BUSINESS FOR PROGRAM (25 words or less):** \_\_\_\_\_

**LIMITED HALLWAY BOOTHS AND BREAK CENTER BOOTHS**  
**AVAILABLE FOR ALL 3 DAYS! RESERVE YOUR BOOTH EARLY! *First Come, First Served.***

**Exhibition Hours:**      **Wednesday, October 14, 8 a.m. – 5 p.m.**  
                                  **Thursday, October 15, 8 a.m. – 5 p.m.**  
                                  **Friday, October 16, 8 a.m. – noon**

\$395      Booth for all 3 days – in the hallway or break center

Booths # 1 –    1<sup>st</sup> Choice \_\_\_\_\_    2<sup>nd</sup> Choice \_\_\_\_\_    3<sup>rd</sup> Choice \_\_\_\_\_

**Included in the cost: One 6'x 30" clothed table, identification sign, 2 chairs, and wastebasket.**

Additional audio/visual equipment may be ordered from the Capitol Plaza Hotel. Contact Jackie Hovey, 800-366-0069, ext. 2130 for more information.

Extra 6' Table (One Time Cost) \$ 20.00 Each     Electricity (Includes Extension Cord with Powerstrip - One Time Cost) \$ 45.00

*If you need to stream music or internet videos or movies (without buffering) please contact Kelsey Kane, 785-431-4726 to reserve required equipment.*

**Names of representatives (please print):**

1) \_\_\_\_\_ \$ FREE with booth      2) \_\_\_\_\_ \$ FREE with booth

**Mail to:**      **Kansas Association of REALTORS®**  
                  **3644 SW Burlingame Road**  
                  **Topeka, KS 66611**  
                  **FAX: (785)267-1867**

**TOTAL FEES**      \$ \_\_\_\_\_  
**Payment by**  Check or Money Order Enclosed  
                           Visa     MasterCard     American Express     Discover  
**Credit Card #** \_\_\_\_\_  
**Expiration Date:** \_\_\_\_\_  
**Name On Card:** \_\_\_\_\_

**Payment must accompany contract.**

In consideration of exhibit booth space by the Kansas Association of REALTORS®, Exhibitor hereby agrees to abide by and to be bound by Exhibition Show Terms and Conditions, which are a part of and incorporated into the agreement contract, receipt of which is hereby acknowledged. Exhibitor understands and agrees that the assignment of space by the Kansas Association of REALTORS® will constitute acceptance of the Application/Agreement and cause the Exhibitor Show Terms and Conditions to become binding between Exhibitor and the Kansas Association of REALTORS®. The fee for each booth is as stated above. Each single booth purchased entitles exhibiting firm to register up to two representatives. Admittance to open, scheduled conference events and meal functions for additional representatives is subject to payment of conference registration fees. It is also understood that all costs incurred through telephone and/or other equipment requested by this firm will be paid by the undersigned. Questions about exhibition space or completion of this contract may be directed to Karen E. Gehle, Chief Executive Officer, or Jackie Hovey, VP of Member Outreach, 785-267-3610. *I understand that this application becomes a contract when signed by me and accepted by KAR, and I agree to remit all fees for the exhibitor space as contracted.*

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

PHONE#: \_\_\_\_\_ DATE: \_\_\_\_\_

**EMAIL ADDRESS FOR CONFIRMATION:** \_\_\_\_\_

*A confirmation letter will be sent to you after allocation and assignment of exhibit space. Assignment indicates acceptance of application by the Kansas Association of REALTORS®. **IF CONFIRMATION LETTER SHOULD BE SENT TO SOMEONE OTHER THAN ABOVE, PLEASE INCLUDE THAT INFORMATION. THANK YOU!***

# Kansas Association of REALTORS®

## Exhibition Show Terms and Conditions October 14-16, 2015 Capitol Plaza Hotel, Topeka, KS

### 1. APPLICATION FOR SPACE AND ELIGIBILITY.

Application for booth space must contain the information as requested and be executed by an individual who has authority to act for the applicant. The word "Association" as used herein shall mean the Kansas Association of REALTORS® or its officers, directors, members, employees, or agents acting in behalf of the Association, in the management of the Exhibition. By submitting an application for exhibit space, the applicant releases the Association from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this exhibit show. The Association determines the eligibility of any company or product for exhibit and reserves the right to decline any application for space, if in the Association's judgment, the products or services to be displayed are not applicable to the professional activity of its members. The Association will not accept applications from competitors offering products, services or schooling similar to those offered by the Association. Acceptance of an applicant does not imply endorsement by the Association of the applicant's products or services; nor does rejection imply lack of merit of same. This application for space constitutes a contract for the right to use the space. Rental for space is payable prior to the actual show opening. No refund may be made for space not used or for space that is unused during part of the exhibition. Should space remain unoccupied at the opening of the exhibition, the Association may rent or use it without obligation or refund.

### 2. SPACE ASSIGNMENTS.

The Association will assign space on a first-come, first-serve basis and endeavor to meet the applicant's first choice for location. However the Association reserves the right to make changes in the location, size and display limits of any booth, prior to the opening of the exhibition, if this is deemed to be in the best overall interest of the exhibition show. **Booth prices include a one-line identification sign, one 6' table covered and skirted and two chairs. The hallway booths are approximately 6' W x 5' D; the Association will work with applicant to meet reasonable size requirements. Exhibits may not project beyond the space allotted or interfere with traffic to exhibits of others.** Aisles are under control of the Association and may not be used for exhibits. **No exhibitor may sublet, assign or apportion any part of the space allotted, or represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by the Association.**

### 3. CONDUCT AND RESTRICTIONS.

Exhibitors operating sound motion picture equipment, CD players, loudspeakers or any other noise-creating devices shall do so only at a level that will not interfere with other exhibitors, or the Association may require discontinuance of their use. All demonstrations, interviews, and other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend attendees of the exhibition show. The Association reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Exhibition Show as a whole. The Association may forbid installation or request removal or discontinuance of any exhibit or promotion which departs substantially from the design and description given advance approval. In the event of such restrictions or evictions, the Association is not liable for any refund of rental or other expenses. Advertising, displays, demonstrations, and conferences are not permitted except by firms that have rented exhibition space and cleared plans with the Association in advance.

### 4. PAYMENT.

Payment for the booth space applied for shall be forwarded with the contract and space application. If full payment is not received, booth space will not be assigned. Failure to show by 9 a.m. of opening, after payment in full, forfeits the price as liquidated damages and the Association reserves the right to relet the booth space. **All refund requests must be in writing and postmarked by August 15, 2015. No refunds will be issued after August 15, 2015. A \$75 fee will be charged for cancellations before August 15, 2015.**

### 5. DECORATION.

The Association retains absolute discretion and authority in the placement, arrangement and appearance of all Exhibit displays. Booth decorations and construction must conform to local fire regulations. Combustible or explosive materials and substances may not be used. Cloth and other flammable materials must be fireproof. No liability shall attach to the Association for costs that an exhibitor may incur in complying with any such requirements. No part of an exhibit and no signs or other materials shall be pasted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mar or deface the premises or booth

equipment or furnishings. Damage from failure to observe this notice is payable by the exhibitor.

### 6. ATTENDANCE AND RIGHT TO PRIVACY

The Association shall have sole control over all admission policies at all times. Each 3-day exhibitor is provided with up to: two complimentary registrations valued at \$298 (based on early-bird fees); and is welcome to attend all open, scheduled activities the days of the exhibition show. Additional representatives may attend with an exhibitor's pass to gain access to the exhibition only. If additional representatives wish to participate in other scheduled activities, they will be required to purchase a conference registration. This is an open exhibition. No restrictions are made regarding exhibitors visiting displays on the exhibition floor. Each exhibitor is expected to conduct himself in a courteous manner and respect the rights of fellow exhibitors. Handling display samples, picking up literature or the taking of photographs may be done only with the permission of the exhibitor.

### 7. LIABILITY, INSURANCE AND SECURITY.

The Association will not provide security service during the exhibition show and assumes no liability whatsoever for loss or damage from any cause for products, goods, exhibits or other materials owned, rented or leased by the exhibitor. It is the responsibility of the exhibitor to see that proper security arrangements are made if necessary. If insurance is desired, it must be placed by the exhibitor. The exhibitor for itself, its successors and assigns hereby releases the Association from any and all claims of every sort it may have against the Association based upon, arising out of, or in connection with the exhibitor's occupancy and use of the exhibition premises, or any action or inaction of any nature of the Association in connection with or related to the exhibition, including but not limited to: loss, theft, damage, destruction, delivery or non-delivery of goods, display materials, and other effects; any injury to exhibitor, its employees, agents, representatives or guests while on the exhibition premises; any damage to exhibitor's business by reason of the failure to provide space for the exhibit or removal of exhibit; failure to hold the exhibition as scheduled. The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner and its management company, as well as their respective agents, servants and employees from any and all such losses, damages and claims.

### 8. SHIPPING-HANDLING-STORAGE-INSTALLATION-DISMANTLING

All exhibit materials are to be shipped to and from the exhibition via the **Capitol Plaza Hotel** with advance approval and arrangements. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibition show. All packing containers, wrapping paper, etc., are to be removed from the exhibit floor. Should you need to store materials, you will need to contact the hotel for approval. **If you need to ship items to the Capitol Plaza Hotel prior to the Conference, please contact Kelsey Kane at 785-431-4726 for additional information.**

### 9. INABILITY TO PERFORM.

If the Kansas Association of REALTORS® should be prevented from conducting the exhibition show by any cause beyond its control, or if it cannot permit the exhibitor to occupy this space due to circumstances beyond its control, the Association will refund to the exhibitor the amount of the rental fee paid by him less a proportionate share of the exhibit expenses, and the Kansas Association of REALTORS® shall have no further obligation or liability to the exhibitor.

### 10. INTERPRETATION AND ENFORCEMENT.

These terms and conditions become a part of the contract between the exhibitor and the Kansas Association of REALTORS®. The Association has full power of interpretation and enforcement of these terms and conditions and may amend them at any time. All matters in question, not covered by these terms and conditions, are subject to the decision of the Association and all decisions so made shall be binding on parties affected by them, as by the original terms and conditions. Exhibitors and their representatives who fail to observe these conditions of contract if, in the opinion of the Association, conduct themselves unethically, may be dismissed from the exhibit without refund or other appeal.