



2013 NEW YORK NATIONAL CONFERENCE & DEAL MAKING

Booth Space Application

When

December 9-10, 2013

Where

New York Hilton
Sheraton New York Hotel & Towers

Includes

- Exhibitor ID Sign
- Carpeting
- Pipe & drape exhibit structure (not provided with island booths)
- (1) Booth Personnel badge.

How to Register

Fax: +1 732 694 1806

(Credit card payments only)

Mail: ICSC

P.O. Box 26958

New York, NY 10087

Booth Fee

- Check or credit card accepted as payment
- Make check payable to ICSC
- Booth fee is non-refundable/non-transferable

Check one

	Member	Non-Member
() 10' x 10' (100 sq. ft.)	\$ 465	\$ 650
() 10' x 20' (200 sq. ft.)	\$ 930	\$ 1,300
() 10' x 30' (300 sq. ft.)	\$ 1,395	\$ 1,950
() 20' x 20' (400 sq. ft.)	\$ 1,860	\$ 2,600

Guidelines

- Exhibits must not extend beyond the boundaries of the booth.
- All exhibitors are required to provide General Liability insurance naming ICSC, the official expo contractor and the Hilton/Sheraton as co-insured.
- Height restrictions: Exhibit fixtures, components and identification signs are permitted to a maximum height of 8'.
- All guidelines are subject to regulations of venue and ICSC.

Deadline

In order to be listed in the Deal Making Exhibitors Directory, ICSC must receive your expositions agreement with payment by Friday, November 8, 2013.

Availability

- Booths are confirmed on a first-come, first-served basis.
- Sending in this expositions agreement does not guarantee you a booth.
- Expositions agreements cannot be processed without payment.**
- ICSC cannot guarantee that you will not be placed near a competitor.

Notification

If you do not receive a space confirmation by August 30, 2013, please contact Peter Bordes at pbordes@icsc.org or at +1 646 728 3634.

Cancellations

Notify ICSC immediately if you must cancel. All expositions deposits/payments are non-refundable and non-transferable.

Contact

Peter Bordes
Trade Expositions Planner
Tel: +1 646 728 3634
Fax: +1 732 694 1806
Email: pbordes@icsc.org

Contact name (to receive space confirmation) _____

Company name (to appear in Program Directory) _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Telephone _____ Fax _____ Email _____

Preferred Booth Location _____

Method of Payment

Check or money order made payable to ICSC enclosed for \$ _____

MasterCard Visa AMEX Discover \$ _____

By signing below you acknowledge that you have read and agree to abide by the ICSC Terms, Conditions and Rules printed on the reverse side of this page, as well as the Show Site Work Rule, Fire Regulations and the New York Hilton / Sheraton New York Hotel & Towers Rules and Regulations.

Name (as it appears on credit card) Signature

Credit Card Number (include all digits) Expiration Date (month/year) EDM2013

International Council of Shopping Centers'

Terms, Conditions and Rules

AGREEMENT TO TERMS, CONDITIONS AND RULES

Exhibitor agrees that these Terms, Conditions and Rules are an integral part of this Agreement and that it is bound to observe and abide by the provisions of the following paragraphs and by such additional Terms, Conditions and Rules made ICSC and communicated to the Exhibitor from time to time, including but not limited to, those contained in the exhibitor service manual ("Exhibitor Manual") which ICSC will provide to Exhibitor in print or electronically, all of which are hereby incorporated in this Agreement.

COST OF EXHIBIT SPACE

The cost of the exhibit spaces is noted in the application. Cost includes: exhibit space, pipe & drape exhibit structure, standard carpet, first night booth cleaning, one (1) booth personnel badge (provides access to the exhibit floors ONLY).

PAYMENT OF EXHIBIT SPACE

ICSC's payment/deposit policy requires all Exhibit Space requests to be paid in full and submitted with this application. Exhibit Spaces will not be reserved or assigned without the appropriate payment or deposit.

CANCELLATION OF EXHIBIT SPACE

At no time or under no additional conditions will Exhibit Space payment and/or deposit be refunded.

ASSIGNMENT OF EXHIBIT SPACE

Assignment of Exhibit Space will be made on a first come, first serve basis. ICSC shall assign the Exhibit Space to Exhibitor for the period of the Show. Such assignment is made for the period of this Show only and does not imply that the same or similar space will be held or offered for future shows. ICSC reserves the right to terminate this Agreement, close the exhibit or remove the Exhibitor's property from the Exhibit Space if ICSC determines in its sole discretion that the Exhibitor has violated any part of these Terms, Conditions and Rules.

EXHIBIT CONSTRUCTION AND DESIGN SPECIFICATIONS

In the construction and design of the Exhibitor's display, the Exhibitor agrees to comply with the guidelines detailed in "ICSC New York Deal Making 2013 Exhibit Design Criteria." Such specifications are set forth in the Exhibitor Manual and are made a part hereof as though fully incorporated herein.

SHOW HOURS AND DATES

Hours and dates for installing, showing and dismantling exhibits shall be those specified by ICSC in the Exhibitor Manual. No trunks, cases or exhibit materials shall be brought into or out of the Exhibit Space during exhibit hours and no dismantling or packing may be started before the official close of the Show. All exhibits must be open for business during exhibit hours and appropriate representatives of Exhibitor must be present in the Exhibit Space at all times during the open hours of the show. After Hours Receptions in the Exhibitor's Space are permitted provided ICSC receives written notification of the event. All food and beverage for your event must be ordered through the New York Hilton / Sheraton New York Hotel & Towers. If the event is extending past official Show hours, exhibitors must contact the GES Service Center to schedule late booth power.

INSURANCE

ICSC, the New York Hilton / Sheraton New York Hotel & Towers and GES shall not be held responsible for the safety of exhibits against fire, theft, or property damage, or for accidents to Exhibitors or their representatives from any cause prior to, during or subsequent to the period covered by the exhibit contract. All Exhibitors are required to obtain general liability and fire insurance at the Exhibitor's own cost and expense. ICSC, the New York Hilton / Sheraton New York Hotel & Towers and Global Experience Specialist (GES) must be named as coinsured with limits of liability of at least \$1,000,000 combined single limits including bodily injury, property damage, fire and theft. Proof of such coverage shall be provided to ICSC. Additional information regarding this coverage is located in the Exhibitor Manual.

FORCE MAJEURE

Should any circumstance beyond the control of, and not the fault of ICSC prevent or materially effect the Show from being held as scheduled, or the exhibit space not being available for uses herein specified due to war, governmental action or order, act of God, fire, strikes, labor disputes or any other cause beyond the control of ICSC, this Agreement shall immediately terminate and no fees shall be returned.

NON-ASSIGNMENT

An Exhibitor may neither assign to a third party any rights under this Agreement or any rights here under to or permit any party to use the Exhibit Space or any portion thereof without the written consent of ICSC which ICSC may withhold in its sole discretion and subject to ICSC's right set forth in Paragraph 5. Additional Directory Listings are permitted provided written notification is provided to ICSC and a \$100 fee per additional listing is paid. If consent is given, the Exhibitor and such assignee shall be jointly and severally responsible for the conduct of the assignee and all its representatives.

SALES OR TRANSFER OF EXHIBITOR'S BUSINESS

Exhibitor agrees to promptly notify ICSC if there is a sale or transfer of a substantial portion of the assets of Exhibitor's business, or a transfer of a controlling equity interest in the Exhibitor's business, or if Exhibitor makes an assignment of its business for the benefit of creditors, or if Exhibitor admits in writing its inability to pay its debts as they come due, or if Exhibitor files a voluntary petition in bankruptcy, or if Exhibitor is adjudicated as bankrupt or insolvent. If any of the foregoing events occur, ICSC may, at its option, terminate this Agreement.

UNION LABOR

Exhibitor must comply with all union regulations applicable to set-up, display and dismantling of its exhibit. Union regulations can be found in the Exhibitor Manual.

COMPLIANCE WITH LAWS

Exhibitors shall bear responsibility for the compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including Policies, Rules and Regulations of the New York Hilton / Sheraton New York Hotel & Towers, regarding installation, dismantle and operation of the exhibit. This information is included in the Exhibitor Manual.

OBSERVANCE OF LAWS: AMERICANS WITH DISABILITIES ACT

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the New York Hilton / Sheraton New York Hotel & Towers. Exhibitor warrants and represents that it is in full compliance with the Americans with Disabilities Act and all regulations thereunder and agrees that it shall be responsible for the readily achievable removal of barriers relating to its exhibit and the provision of auxiliary aids and services where necessary to ensure effective communication of Exhibitor's product or services to disabled attendees at the Show.

COPYRIGHTED WORKS

Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including but not limited to music, video, software. Exhibitor shall indemnify, defend and hold harmless ICSC, its directors, officers, employees and agents and each of them, from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.

EXHIBITOR CONDUCT

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of ICSC is required for the mechanical reproduction of lights and sound. Such use shall be confined to the Exhibit Space. ICSC, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. Exhibitors shall refrain from any action that will distract buyers from attendance at the Show during exhibit hours. The Exhibit Space shall not be used for entertaining. Exhibitors shall not lead buyers from one exhibit space to another. Exhibitors shall not enter into another exhibitor's space without invitation or when unattended. Neither Exhibitor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste. Further, ICSC shall have the right to remove and ban Exhibitor and/or any of its individual representatives from the Show Building if ICSC, in its sole discretion, determines that Exhibitor or any of its representatives are not able to conduct themselves in a professional manner towards fellow exhibitors and/or the staffs of ICSC, the New York Hilton / Sheraton New York Hotel & Towers, and GES or any of their respective officers, agents, employees or other representatives.

DRESS OF ATTENDANTS

Costumes not regularly associated with the business and professional character of the Show must have the approval of ICSC. Business attire is recommended.

SERVING OF ALCOHOLIC BEVERAGES

Exhibitors will not be permitted to sell, serve, or give away alcoholic beverages at the Show without prior written approval from ICSC. All food and beverage for your event must be ordered through the New York Hilton / Sheraton New York Hotel & Towers.

VIOLATIONS

ICSC Staff and Floor Managers will patrol the Show floor during show set-up, during show hours and during show tear-down. If any of the Rules & Regulations and/or

TERMS, CONDITIONS AND RULES are not followed or if any exhibit does not comply with the Exhibit Design Criteria, ICSC staff may issue the Exhibitor a formal Violation. Formal Violations will be included in the Exhibitor's file with ICSC.

- First Violation: Warning
- Second Violation (repeat Violation or new Violation): Loss of Staff Badge Allotment for the follow year's Show
- Third Violation (repeat Violation or new Violation): Loss of Exhibit Space

The above notwithstanding, the early tear-down or failure to remain open for business shall constitute a material breach of Terms, Conditions and Rules as stated in Paragraph 7 above.

GOVERNING LAW; AMENDMENTS

This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of New York as if it is an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified except by a written communication by ICSC.