

May 20-22, 2019
DeVos Place Convention Center
Grand Rapids, Michigan

**2019 RE|FOCUS SUSTAINABILITY
 & RECYCLING SUMMIT
 BIT-SPACE APPLICATION &
 CONTRACT**

INSTRUCTIONS

Complete sections I and III, sign and submit with required deposit payment. Carefully review the Contract Terms & Conditions section of this Contract and the Re|focus Sustainability & Recycling Summit Rules & Regulations posted on www.refocussummit.org.

QUESTIONS:

Contact Sales:
 +1.202.974.5248
sales@refocussummit.org
 Additional details available at:
www.refocussummit.org

I. COMPANY INFORMATION

By requesting space, the undersigned hereinafter referred to as "Company" hereby applies for participation in the Re|focus Sustainability & Recycling Summit hereinafter referred to as "Event" produced by Plastics Industry Association (PLASTICS) hereinafter referred to as "PLASTICS" or "Management" subject to the Terms of this Re|focus Sustainability & Recycling Summit Space Application & Contract hereinafter referred to as "Contract" effective on the date signed by the Authorized Company Representative.

 COMPANY NAME

 STREET ADDRESS CITY STATE/PROVINCE ZIP/POSTAL CODE

 COUNTRY PHONE FAX

 COMPANY E-MAIL COMPANY WEBSITE

 LOCATION OF COMPANY'S MAIN HEADQUARTERS (CITY, STATE/PROVINCE, COUNTRY)

 PRIMARY CONTACT TITLE

 CONTACT TELEPHONE/EXTENSION CONTACT E-MAIL

 EVENT MARKETING CONTACT TITLE

 MARKETING CONTACT TELEPHONE/EXTENSION MARKETING CONTACT E-MAIL

 BILLING CONTACT PHONE EMAIL

II. TABLETOP DISPLAY PACKAGE RATES (all prices are in U.S. dollars)

<p>Option #1: Tabletop Display Package Rate: PLASTICS Member = \$2,400.00 Non-Member = \$2,600.00</p> <ul style="list-style-type: none"> ▪ 10' x 10' (100 sq. ft.) space ▪ 10' wide x 8' high back drape; 20' wide x 3' high side drape ▪ 6' wide x 24" deep x 30" high skirted table ▪ 2 chairs ▪ 1 complimentary Event registration 	<p>Option #2: Counter Tabletop Display Package Rate: PLASTICS Member = \$2,400.00 Non-Member = \$2,600.00</p> <ul style="list-style-type: none"> ▪ 10' x 10' (100 sq. ft.) space ▪ 10' wide x 8' high back drape; 20' wide x 3' high side drape ▪ 6' wide x 30" deep x 42" high skirted counter ▪ 2 chairs ▪ 1 complimentary Event registration
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III. TABLETOP DISPLAY PACKAGE REQUIREMENTS

<p>Option #1: Tabletop Display Package Quantity: _____</p> <p>Tabletop Preferences:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>	<p>Option #2: Counter Tabletop Display Package Quantity: _____</p> <p>Tabletop Preferences:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
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**Plastics Industry Association
(PLASTICS)**

1425 K St, N.W., Suite 500
Washington, DC 20005
Phone: 202.974.5200
Fax: 202.296.7246
www.plasticsindustry.org

PLASTICS MEMBERSHIP REQUIREMENTS

PLASTICS Members are entitled to Re|focus Sustainability & Recycling Summit benefits including a discount on space rates. To be eligible for benefits, PLASTICS members must maintain *continuous membership in good standing* and all dues must be paid in full prior to Event move-in. Non-members who join PLASTICS may be eligible for benefits. Former members must reinstate their membership and pay all past dues to be eligible for benefits. All Members must maintain membership through 2019 to be eligible for benefits.

For Membership information, contact:
PLASTICS Membership Department
+1.202.974.5212 or

membership@plasticsindustry.org.

PLASTICS membership dues are invoiced annually by November 15 and are due January 1 of following year. Any company that fails to submit their dues payment by January 1 will be considered as *pending membership suspension* and will no longer be considered a member in good standing.



IV. PAYMENT TERMS

- A. 50% of Total Space Package Fee non-refundable payment due with the Space Application.
- B. March 4, 2019 – balance of Total Space Package Fee non-refundable payment due

V. ACKNOWLEDGMENTS

Nothing in this Contract is intended to create any form of express or implied partnership or joint venture relationship between Company and PLASTICS, who expressly disclaim that any such relationship exists. Upon written acceptance by PLASTICS, Company agrees to be bound by all Terms and Conditions set forth herein (“Terms and Conditions”) and Re|focus Sustainability & Recycling Summit Show Rules & Regulations, which are incorporated herein and made a part of this Contract. Without limitation, Company agrees to be bound by the Payment and Cancellation terms and fees set forth in this Contract Terms and Conditions.

Company agrees to prepare an exhibit of its products and/or services, which shall be directly pertinent to the plastics industry, and subject to Management approval.

Management will not assume liability for any injury that may occur to Event attendees, exhibitors or their agents and employees, or others.

Company agrees to carry and provide proof of insurance to Management no later than April 15, 2019. Management reserves the right to withhold Company’s personnel badges or other event services, as it deems appropriate, if proof of insurance is not submitted by Company.

The undersigned party confirms they have authority to enter into this Contract for the Company. The undersigned party has read the Contract Terms and Conditions, and all Company representatives agree to abide by the Terms and Conditions. Company further agrees that upon written acceptance of this Contract by PLASTICS, with or without appropriate or timely payment of any and all fees, this Contract shall become binding and enforceable in accordance with all its terms. Signature on this Contract by the authorized Company representative, whose name is printed below, constitutes the entire agreement between PLASTICS and Company under this Contract.

SIGNATURE (AUTHORIZED COMPANY REPRESENTATIVE)

DATE

PRINT NAME (AUTHORIZED COMPANY REPRESENTATIVE)

TITLE

COMPANY NAME

By signing this Contract, Company agrees to receive marketing messages from the Plastics Industry Association You can opt-out of receiving marketing messages from us at any time using the opt-out mechanism provided in our communications or by updating your preferences at plasticsindustry.org/consent-portal-preference-center. **Please Note: You may continue to receive other e-mail communications from us that we are legally entitled to send.*

1. Management; Principal Purpose. is produced by and is the property of Plastics Industry Association (herein referred to as PLASTICS) and the word Management and phrase Show Management refers in either case to PLASTICS, its directors, officers, committees, agents, or employees acting on behalf of PLASTICS in management of the exposition. The principal purpose of the exposition is to stimulate interest in and demand for plastics industry related products and services in general, herein referred to as "Principal Purpose." No Company shall engage in any activity inconsistent, as solely determined by PLASTICS, with this Principal Purpose.

2. Right to Offset. Management shall have the right to offset the amount of any obligation due and owing to Management from Company whether under this Contract or any other agreement between Management and Company. Management may cancel the Company's participation in Re|focus Sustainability & Recycling Summit, hereinafter referred to as "Event", in the case Company is past due on any amounts due to Management for any reason.

3. Sub-Leasing. Company may not sublet their space, nor any part thereof, nor exhibit, offer for sale, give as premium, or advertise articles not manufactured or sold in their Company's name, except where such articles are required for proper demonstration or operation of Company's display, in which case identification shall be limited to the nameplate, imprint, or other identification which in standard practice appears normally on them. Company may not permit non-exhibiting company representatives to occupy or sell non-exhibiting company services or products in their booth. Rulings of Management shall in all instances be final with regard to use of exhibit space.

4. Eligible Exhibits. Management has sole right to determine the eligibility of any Company or product for inclusion in the exposition.

5. Cancellation of Participation/Space Reduction. Both Management and Company acknowledge that in the event of Company cancellation of participation in Event, Management will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty of determining and detailing said losses, Company agrees to pay the following as liquidated damages (and not a penalty) if Company cancels participation in or reduces its exhibit space. If Company cancels its participation in Event or reduces their space, or fails to occupy the exhibit space assigned, such cancellation or failure to occupy shall be considered a default on Company's part, and Company shall remain liable for, and shall pay to PLASTICS, the total fees (including any balance due) for its space. Notwithstanding anything herein to the contrary, in the event that a Company cancels its participation in Event per this contract and subsequently purchases exhibit space through an PLASTICS authorized agent, such Company will remain liable to PLASTICS for all deposits and payments due herein in addition to any deposits and payments due to PLASTICS's authorized agent. To be effective, all Company cancellations of participation in Event must be received by Management, in writing (return receipt requested). The date of cancellation shall be the date that Management received the written cancellation. All cancellation fee(s) are payable immediately upon cancellation. The cancellation fee(s) terms shall apply regardless of the execution date of this Contract. Company requesting a reduction of exhibit space shall remain liable for the released square footage and shall pay to PLASTICS all space fees for the current square footage and the released square footage.

6. Company Breach. Management reserves the right to cancel Company's participation if Company breaches any of its obligations

or does not comply with the Terms and Conditions of this Contract including, but not limited to, making any payment that is due as per this Contract. If Management does cancel Company's participation as per this section, Company will have been deemed to have canceled its own participation and thus be subject to cancellation fees as stated in Item 5 above. The date of cancellation for calculating the cancellation fees shall be the date that Management cancels Company's participation for breach.

7. Interest and Collection Fees. Any Company that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 25% of the remaining balance due) Management incurs to recover the debt. There will be a \$25 charge for all returned checks. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to PLASTICS by Company.

8. Space Assignment and Attendees. Although Management will attempt to accommodate Company requests for specific booths, no guarantees can be made that Company will be assigned the specific booth(s) requested. Company acknowledges that he/she is not contracting for a specific booth(s), but rather for the right to participate as an exhibitor in Event. Management will assign space, and may reassign the space, or alter the space layout or venue at any time.

Management makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees.

9. License Relationship. It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.

10. Failure to Hold Exposition. Company is responsible for total space fees upon cancellation by Company irrespective of the reason, if an exhibit fails to arrive irrespective of the reason, and/or upon cancellation by Management, in whole or in part, as the result of riot, strike, civil disorder, act of war, act of nature, acts of terrorism, or any other reason of any kind whatsoever not within Management's control.

11. Indemnification. Company agrees to indemnify and hold harmless Management and its agents from and against any and all claims, losses, liabilities, actions, suits, demands, damages, costs and expenses (including, without limitation, reasonable attorney's fees), made by anyone including but not limited to Company's employees (including Booth Personnel), Event attendees and/or other exhibitors arising out of or relating to any alleged personal and/or economic injury while attending or working at Event arising out of, caused or allegedly caused by Company's machinery, exhibit and/or activities at Company's booth, any breach of these rules, and/or any alleged wrongful acts or negligence of Company or its agents or employees.

12. Limitation of Liability. Company agrees to make no claim for any reason whatsoever against PLASTICS, DeVos Place Convention Center, Grand Rapids, Michigan for loss, theft, damage, or destruction of goods; or for any injury to himself/herself or employees while in the facility; or for any damage of any nature,

including damage to their business by reason of failure to provide space for their exhibit; or for any action of any nature of PLASTICS, DeVos Place Convention Center, Grand Rapids, Michigan, or for failure to hold the Event as scheduled, or any other claim as it relates to the Event.

13. Payment Default. Any Company failing to pay exhibit space fees called for in the Contract on or before the due date for such payment shall be deemed to be in default and shall be deemed to have cancelled its participation in subject to the obligations (see Item #5). In such event, and without further notice to Company, Management shall have the right to use the space assigned to Company to suit its own convenience, including assigning all or a portion of such space to another exhibitor. Management assumes no responsibility for inclusion of the canceled Company or descriptions of their products on the event website, in the event directory, brochures, news releases, or other materials.

14. Exhibit Standards. Company agrees that their exhibit shall be admitted and shall remain from day to day solely on strict compliance with the exposition rules, regulations, policies and guidelines. Management reserves the right, in its sole discretion, to **(a)** reject, eject, or prohibit any exhibit in whole or in part, or Company or Company's representatives, **(b)** require questionable exhibits to be modified, and/or **(c)** interpret and remove from the exposition any program materials, advertising or literature that it deems would be in bad taste if displayed. If an exhibit or Company is ejected for violation of these rules or for other stated reasons, the Cancellation of Participation/Space Reduction policy would be applied (see Item #5).

15. Plastics Industry Association (PLASTICS) Member Benefits. For a Company to receive the member rate for exhibit space, the Company must be an PLASTICS member in good

standing at the time exhibit space is secured, and must remain an PLASTICS member in good standing through the conclusion of the Event. Should a Company fall out of good standing and/or end its membership prior to the conclusion of the event, Management has the right to cancel the agreed to exhibit space or charge the Company the difference for the non-member rate, or move the Company's exhibit space to an alternative location. In either case, the Company understands it will still owe 100% of the space fees for which it signs. Company agrees that the non-member exhibit space rate will be applied to their space fees should their PLASTICS membership be terminated or suspended for non-payment of dues.

16. Force Majeure. If PLASTICS is unable to perform its obligations hereunder due to acts of God, labor arrest or strike, or other cause or condition beyond its reasonable control, such party shall be excused from its obligation hereunder provided: (i) provides Company reasonable notice of such cause or condition; and (ii) if, upon the removal of such cause or condition, the objectives of this Contract may be accomplished at a reasonable time and location as solely determined by PLASTICS, Company shall promptly resume its performance hereunder.

17. Amendment to Rules. Any matters not specifically covered by these Rules may be added at any time by Management and any amendments so made shall be binding on Company equally with the stated Rules without any notice.

18. Agreements to Rules. Company, on behalf of itself and its employees, agrees to abide by foregoing rules and by any amendments hereafter put into effect by Management.