

# natpe ■ WELCOME TO NATPE 2012

## PENTHOUSE APPLICATION

This is not a registration form.

You will receive instructions for online exhibitor registration.

49th Annual NATPE Market & Conference, January 23-25, 2012  
Fontainebleau Resort, Miami Beach

Company Information		
COMPANY		
HEADQUARTERS OR MAIN ADDRESS		
CITY/POST CODE	STATE	COUNTRY
PHONE	FAX	
E-MAIL	URL	

Exhibition Contact (contact information for the person who should receive all NATPE exhibition-related materials for NATPE 2012)		
MEMBER/ EXHIBITION CONTACT NAME		
EXHIBITION CONTACT TITLE		
ADDRESS (IF DIFFERENT FROM ABOVE)		
CITY/POST CODE	STATE	COUNTRY
PHONE	FAX	
E-MAIL	URL	

Type of Company – Please indicate up to three company types (#1 being the primary area of your business )

- |   |  |                                      |          |
|---|--|--------------------------------------|----------|
| A. Advertising/Media Buyer-Planner/Ad Agency        | H. Distributor/Syndicator/Rights Holder                      | N. Libraries/Stock Footage           | 1. _____ |
| B. Association/Foundation/Non-profit                | I. Editing/Post-Production Facilities/<br>Equipment/Location | O. Licensing/Merchandising           | 2. _____ |
| C. Broadcast Network                                | J. Graphics/Special Effects                                  | P. Marketing/Market Research/Ratings | 3. _____ |
| D. Cable System/MSO/DBS                             | K. Home Entertainment/DVD                                    | Q. Music/Sound/Sound Effects         |          |
| E. Cable/Satellite Network                          | L. Independent Producer/Content Producer                     | R. New Media                         |          |
| F. College/University/School                        | M. Internet/ITV/Broadband/Digital/Mobile/VOD/HDTV            | S. Publications                      |          |
| G. Consultant/Professional/Legal/Financial Services |  | T. TV Stations/Group Owners/Reps     |          |

For NATPE Use Only


Company Name \_\_\_\_\_

## 1. SUITE OPTIONS AND FEES: All Inclusive

- 5 nights (January 22- January 26, 2012)
- Internet service
- Fontainebleau Resort \$350 deposit per suite  
(refundable after Fontainebleau check-out inspection is performed)
- Corporate membership
- NATPE 2012 Registrations

Go to [www.NATPEmarket.com](http://www.NATPEmarket.com) to view the interactive map

### Penthouse Options

Quantity:

\_\_\_\_\_ **Sorrento Penthouse Suite - only 1 available** (Includes 15 registrations) .....\$125,000.00  
\_\_\_\_\_ **Tresor Penthouse Suite - only 1 available** (Includes 15 registrations) .....\$100,000.00

**TOTAL FEE SUMMARY \$** \_\_\_\_\_

**Poolside cabanas and yacht slips are available to all confirmed exhibitors.  
Contact your NATPE sales representative for booking information.**

## **NOTE-IMPORTANT-PLEASE READ**

- All exhibitors are required to have liability insurance. Proof must be provided by **December 20, 2011**
- Check-in for penthouse exhibit suites is Sunday, January 22 at 4 p.m.
- Check-out is Thursday, January 26 at 11 a.m.
- No furnishing can be moved or removed.
- Please contact your CSM to schedule delivery of materials. Fontainebleau delivery charges may apply.
- Penthouse suite availability is at the discretion of the unit owner and the completed contract must be approved by the Fontainebleau before confirmation.

Company Name \_\_\_\_\_

## 2. TOTAL FEES SUMMARY

<p>Exhibit space will be reserved with a 50% minimum deposit of exhibit fees due upon submission of signed contract, with full balance due on or before November 4, 2011. Contracts submitted after November 4, 2011 must be paid in full &amp; will be confirmed based upon space availability.</p>		
Exhibit Fees		
2a. Exhibit fees total	2a.	
2b. <b>50%</b> Deposit due with SIGNED contract received by November 4, 2011. 100% is due for contracts received after November 4, 2011. *** <b>FULL BALANCE DUE NOVEMBER 4, 2011</b> ***	2b.	(50% of 2a)
<p><b>SPECIAL ADVERTISING DISCOUNTS</b> (Optional) – Only available with submission of signed exhibition space contract</p>		
2c. <input type="checkbox"/> Full Page 4-color Ad in NATPE Daily (Standard Rate \$4,000)	2c.	\$3,500
<p><b>For other sponsorship opportunities please check www.NATPEmarket.com or contact your NATPE sales representative.</b></p>		
<b>TOTAL</b>		

## 3. PAYMENT

**All fees shall be paid in U.S. funds drawn on a bank located in the U.S. No refunds after November 4, 2011  
In the event of cancellation with a refund due, NATPE will retain a \$1,000.00 administration fee.**

### CHECKS

Please make payable to NATPE in U.S. dollars drawn on a U.S. bank.  
There will be a \$35.00 fee for all returned checks.

### WIRE TRANSFERS

• Must include a \$35.00 processing fee in addition to exhibition fees.

• **Your banking institution must use the same Company name listed on your Exhibition Contract as the "Originator" name on your wire:**

• Financial Institution:  
City National Bank  
Head Office Branch  
400 N. Roxbury Drive  
Beverly Hills, CA. 90210

Bank Routing Number: **122016066**  
Name of Account: **NATPE, Inc.**  
Account Number: **113-018887**  
SWIFT: **CINAUS6L**

### CREDIT CARDS

- Type of Card:  VISA  AMEX  MC  Discover
- Credit Card Number: \_\_\_\_\_
- Expiration Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_
- Name on card: \_\_\_\_\_
- Signature of cardholder: \_\_\_\_\_
- Billing Address: \_\_\_\_\_

**Please note: Checks and wire transfers must be received by Friday December 16, 2011.  
After that date only Credit Cards or Cashier's Checks will be accepted.**

**Please send completed contract and payment to:  
NATPE, 5757 Wilshire Blvd., Penthouse 10, Los Angeles, CA 90036 or Fax: 310-453-5258 or Erin@natpe.org**

Please accept this application for membership and exhibit space at the 49th Annual NATPE Market & Conference.  
EXHIBITOR HAS READ AND FULLY UNDERSTANDS THAT THIS FORM SHALL BECOME A BINDING CONTRACT UPON NATPE'S ACCEPTANCE AND SHALL BE SUBJECT TO ALL  
TERMS AND CONDITIONS SET FORTH HEREIN. EXHIBITOR ALSO ACKNOWLEDGES RECEIPT OF TERMS AND CONDITIONS OF CONTRACT BY THE AFFIXED SIGNATURE.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## NATPE Terms and Conditions of Contract

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- 1. PAYMENTS AND CANCELLATIONS.** Exhibitor's full and timely compliance with the payment schedule set forth is of the essence. NATPE will honor Exhibitor's request for cancellation only if in writing and will refund monies paid by Exhibitor to NATPE at the time of NATPE's receipt of such cancellation request received on or before November 4, 2011. In the event of cancellation, NATPE will retain a \$1,000 administrative fee. No refunds after November 4, 2011. If contract is received after November 4, 2011 and space is cancelled, there will be no refund.
- 2. ELIGIBILITY: ASSIGNMENT OF SPACE.** NATPE shall have the sole right to determine the eligibility of any Exhibitor, conference attendee, exhibition or material for inclusion at the Conference, in accordance with its rules and regulations. Exhibitor acknowledges that, while NATPE will attempt to comply with all exhibitor's preferences, the location of Exhibitor's exhibit space shall be determined by NATPE in its sole good faith discretion, and such space shall be assigned on an "as available" basis.
- 3. DELIVERY/SET-UP/EXHIBITION/TEAR-DOWN.** Hours and dates for access to the Fontainebleau Resort and for delivery, set-up, exhibition and tear-down shall be specified by NATPE. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material as and when required. NATPE will provide Exhibitor with a more open detailed schedule with respect to delivery, set-up, exhibition and tear-down prior to the start of the Conference.
- 4. LIMITATION OF LIABILITY.** Exhibitor hereby expressly releases NATPE and its consultants, agents, directors, employees, licensees and assigns from any claims for the loss, theft, or damage to Exhibitor's property arising out of the Conference, including loss, theft or damage arising out of the negligence of NATPE or its consultants, agents, directors, employees, licensees and assigns. In no event shall NATPE or its consultants, agents, directors, employees, licensees or assigns be liable to Exhibitor for any consequential commercial damages arising out of any aspect of this Agreement or the Conference. Exhibitor acknowledges that NATPE, its consultants, agents, directors, employees, licensees and assigns, and the operators of the Fontainebleau Resort, (collectively, "Operator"), do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.
- 5. SECURITY.** NATPE will retain a qualified protection agency to provide security services in the exhibition areas of the Fontainebleau Resort during the Conference. NATPE assumes no liability or other responsibility in connection with the provision of security services by such protection agency or any services furnished by Operator or any third party.
- 6. DEFAULT IN OCCUPANCY.** Failure by Exhibitor to occupy its exhibition space shall not relieve Exhibitor of its obligations hereunder. If such space is not occupied by the time set for exhibition hours, such space may be occupied and/or used by NATPE for such purposes as it may deem advisable.
- 7. SUB-LEASING/SHARING.** Exhibitor shall not sublet, assign or share its exhibit space or any portion thereof without the prior written approval of NATPE, which it may withhold in its sole discretion.
- 8. EXHIBITOR'S RESPONSIBILITY.** Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and save NATPE and Operator and their respective consultants, agents, directors, employees, licensees and assigns harmless from and against all claims, losses and damages to persons or property governmental charges of fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or the use of the Fontainebleau Resort or part thereof negligently or otherwise, excluding any such liability caused by the sole negligence of Operator or its employees and agents.
- 9. DISPLAY SPECIFICATIONS AND ACTIVITIES.** Exhibitor shall not conduct any activities in hallways or in space other than Exhibitor's exhibit space. Exhibitor's representatives wearing distinctive costumes or carrying banners or signs separately as part of their apparel must remain in Exhibitor's exhibit space. The operation by Exhibitor of games of chance or lottery devices, or the actual or similar pursuit of any recreational pastimes, is permitted only upon written consent of NATPE, which may be withheld for any reason. All sound amplification devices and other sound producing equipment and activities of Exhibitor shall be limited to reasonable volume levels which shall not project beyond the boundaries of Exhibitor's exhibit space or otherwise interfere with Conference activities. NATPE shall have the right to ban or eject Exhibitor from the Conference and/or close Exhibitor's exhibit space for failure to comply with any provisions of this Agreement.
- 10. BOOTH/SUITE REPRESENTATIVE.** Exhibitor's booth/suite representatives shall be restricted to Exhibitor's employees. Booth/Suite representatives shall at all times wear badges and/or identification by NATPE.
- 11. SAMPLES; SOUVENIRS; SALES.** Exhibitor may distribute samples, souvenirs, brochures, etc., only from within Exhibitor's exhibit space. Sales of such items or any other materials shall be prohibited. NATPE shall have the right to prohibit sample distribution or other activities which, in NATPE's judgement, interfere with the Conference.
- 12. FAILURE TO HOLD CONFERENCE.** Should any act of God or other contingency prevent NATPE from holding the Conference, NATPE shall refund the Exhibition Fee theretofore paid by Exhibitor; provided that NATPE shall be entitled to retain such part of said fee as shall be required to recompense NATPE for expenses incurred prior to cancellation, and NATPE shall have no other liability to exhibitor.
- 13. INSURANCE COVERAGE.** It is the essence hereof that the Exhibitor will, at its own expense, procure and maintain in force during the term of installation, exhibition, dismantling and use of the Conference exhibition area, the following primary insurance coverage:
- (a) Workman's Compensation and Employer's Liability insurance required by the laws of the State of Florida, the State of Hire, and any other applicable law. The limits under the Employees Liability Section shall be in the amount of \$1,000,000 per accident.
- (b) Commercial General Liability insurance and Contractual Liability insurance insuring and specifically referring to Exhibitor's contractual liability as set forth herein, with limits in no event less than \$1,000,000 each occurrence Combined Single Limit for bodily injury and property damage, and including coverage for personal injury, operation of mobile equipment, products and liquor liability. Exhibitor will cause each of its contractors, including any independent labor contractors engaged in performance of work at the Convention, to procure and throughout the period during which such contractor continues to be so engaged, to maintain in full force and effect insurance as specified above in this subparagraph (b).
- (c) If applicable, Automobile Liability insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicle, including loading and unloading.
- (d) Exhibitor will include NATPE, Operator, the City of Miami and their respective members, consultants, agents, directors, employees, licensees and assigns, as additional named insurers in all insurance policies referred to in this paragraph 13. All such policies shall specify that coverage may not be terminated except upon sixty (60) days prior written notice to NATPE, and to Operator, and shall also provide the Exhibitor and insurer shall have no right of recovery or subrogation. All such policies shall be placed with carriers with a rating of "A-" or better by A.M. Best & Co.
- (e) Not later than December 20, 2011, Exhibitor shall provide NATPE with certificates of insurance in duplicate which certify that the required insurance coverage specified herein has been obtained and is fully paid. With limiting NATPE's remedies hereunder, in the event that Exhibitor has failed to provide NATPE with any such certificates of insurance on or before such date, NATPE shall have the right (but not the obligation) to obtain such additional insurance coverage on Exhibitor's behalf and to require Exhibitor to pay an amount equal to NATPE's additional costs (including any additional premiums and a reasonable administration charge) in connection with obtaining such coverage.
- (f) An insurance company authorized to transact business in the State of Florida must issue the insurance coverage required
- 14. OTHER MATTERS.** Any matters not specifically covered in the Agreement shall be resolved by NATPE in its sole good faith discretion.
- 15. APPLICABLE LAWS, RULES AND REGULATIONS.** Exhibitor shall comply with all applicable laws, rules and regulations of governing authorities (including without limitation all applicable fire regulations), as well as any and all present and future rules, regulations and schedules of which it has notice promulgated by NATPE and/or Operator regarding the planning, construction, maintenance and removal of exhibitions and the occupancy of exhibition areas at the Conference, including the Rules and Regulations as set forth in the Exhibitor's Service Manual and periodical updates. Such rules, regulations and schedules may be amended from time to time by NATPE or Operator, and Exhibitor shall comply with any and all such amendments.
- 16. NOTICES.** All communications hereunder shall be in writing and shall be sent by mail, facsimile, or e-mail to the addresses listed herein; provided however, at the Conference, such communications must be delivered by hand to Exhibitor or NATPE at the Fontainebleau Resort, Miami.
- 17. MISCELLANEOUS.** This Agreement is the sole and exclusive binding agreement between the parties hereto, shall replace all other written or oral agreements between the parties with respect to the subject matter hereof and may not be modified except in a writing signed by both parties hereto. This Agreement shall be construed under the laws of the State of California applicable to agreements entered into and to be wholly performed therein. The captions included herein are for convenience only and shall have no substantive effect. Any actions or proceedings of whatsoever kind or nature, with respect to or arising out of this Agreement shall, if brought by either party hereto, be instituted and tried only in the federal or state courts located within the State of California and each party hereto waives any right to cause such action or proceedings to be instituted or tried elsewhere. In any such action or proceeding, service of process upon either party hereto may be accomplished by sending such process in the manner specified herein for the giving of notice to such party and such party shall be considered as having consented and submitted to the jurisdiction of the court in which such action or proceeding shall have been instituted.
- 18. MUSIC LICENSING AND USE OF COPYRIGHTED OR TRADEMARKED WORKS:** Exhibitor will be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the Conference. Exhibitor or its agent(s) agree not to allow any musical work protected by copyright to be staged, produced or otherwise performed, via either "live" or mechanical means, by or on behalf of Exhibitor at Conference related activity unless Exhibitor or agent(s) has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for this use. Exhibitor accepts full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music, including but not limited to, all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, defend and hold harmless NATPE, the Fontainebleau Resort and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements of copyright, patent or the unauthorized use of a registered trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party.
- 19. ADA COMPLIANCE:** The Exhibitor shall have the sole responsibility for ensuring that its exhibit space is in full compliance with the Americans with Disabilities Act and any regulations under the Act. The Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless, defend and indemnify NATPE and its directors, officers, employees, agents and representatives against any claims, damages, loss or exposure, including reasonable attorney's fees and costs, arising out of or related to any ADA violation or alleged ADA violation.

For more information, visit [www.NATPEmarket.com](http://www.NATPEmarket.com)

Tel: 310-857-1610 / E-mail: [Erin@natpe.org](mailto:Erin@natpe.org)