

.... INFORMATION & INSTRUCTIONS/TERMS & CONDITIONS for EXHIBITORS....

EXHIBIT AREA

The exhibit spaces are located in the Hyatt Regency Guam
*Please contact us at (671) 649-1447 or by fax at (671) 649-8565 regarding questions about oversized materials for your booth.
*Parking garage is available

EXHIBIT SPACES

All space will be provided in accordance with the specifications outlined in details on the enclosed Reservations Form and Exhibition Contract.

Move-in, Show Hours and Move-out:

MOVE-IN: The exhibit area will be available for set-up of exhibits on Wednesday, April 15, 2009 from 9:00am to 9:00pm, by which time all exhibits must be completed/

SHOW HOURS:	DATE	OPEN	CLOSE
	Thursday, April 16	10:00am	5:00pm
	Friday, April 17	10:00am	5:00pm
	Saturday, April 18	10:00am	5:00pm

MOVE-OUT: The Exhibitor agrees not to dismantle, pack or remove any part of the exhibit until closing of show. Move-out must be completed by 10pm on closing day unless prior approval received from GHRA and its representatives or PHARE 2009 management.

Move-out Hours: Saturday, April 18 from 5pm to 10pm.

SPECIAL REQUIREMENTS

Exhibitors requiring additional services, such as special electrical demands, modifications to the standardized booth, etc... must request for these services in writing no later than March 13, 2009. A written response to such requests will be provided to exhibitor within two weeks indicating availability and cost.

LIABILITY AND SECURITY

- A. Each Exhibitor must provide evidence of general liability (event) insurance to cover any and all activities related to their participation and exhibition at PHARE 2009. Liability coverage must provide for at least \$100,000 per occurrence and must name GHRA, Guam Publications, Inc. and its representatives and PHARE 2009 management as an additional insured.
- B. Each Exhibitor must make provisions for the safeguarding of his goods, material, equipment and display at all times.
- C. General overall security will be provided on a 24-hour basis for the show period, but GHRA, Guam Publications, Inc. and its representatives and the management of PHARE 2009 will not be responsible for damage or loss of any exhibiting materials by or for any cause.
- D. Exhibitors desiring to insure exhibit display materials and merchandise, etc. against loss damage must do so at their own expense.
- E. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save GHRA, Guam Publications, Inc. and its representatives and PHARE 2009 and its employees and agents harmless against all claims, losses, damage to persons or property, acts of nature, governmental charges or fines and attorney's fees arising out of, or having been caused by exhibitor's installation, removal, maintenance, occupancy or use of the show premises or any parts thereof, excluding, however, any such liability caused by the gross negligence of GHRA and its representatives and PHARE 2009, the organizer, its employees and agents.
- F. In the event the premises in which the exhibition is to be held are destroyed or damaged by fire, the elements, other calamity, or other cause beyond the control of GHRA, Guam Publications, Inc. and its representatives or PHARE 2009, its employees or agents, they shall not be liable to the Exhibitor except to the extent of returning to the Exhibitor the difference between the total cost of the space referred to herein and the cost of the space for the period the exhibition was open to the public. The latter cost shall be calculated by dividing the total cost for the space provided hereunder by the number of days the exhibition was scheduled to run, specified herein, and multiplying the number of days the exhibition was actually open.

- G. Exhibitor shall not assign any right or delegate any duty under this agreement, and shall not permit any other person to use the space without the express prior written consent of GHRA and its representatives and PHARE 2009 management. If the Exhibitor attempts to permit any other person to use the space or attempts an assignment in violation of the Agreement, that permit or assignment shall be without effect and GHRA and its representatives and PHARE 2009 management shall have the right to refuse admittance to that other person and to prevent that other person from using the exhibit. In the event of such a refusal, the Exhibitor shall not be entitled to the return of any payment and GHRA, Guam Publications, Inc. and its representatives and PHARE 2009 management shall not be liable to the Exhibitor for any damages arising out of that refusal.

GENERAL INFORMATION

- A. GHRA and its representatives and PHARE 2009 management reserve the right to reject or restrict any exhibit that GHRA and its representatives and PHARE 2009 management, reasonably and in good faith, determines is not keeping with the nature, character, or orderly conduct of the exhibition, or is detrimental to the appearance of any other exhibit or of the exhibition as a whole.
- B. Exhibitors must confirm to all local and federal applicable regulations, statutes, laws and codes. Exhibitors required to possess special license (i.e. liquor, public health permits) must provide proof of compliance no later than March 30, 2009.
- C. To maintain security of exhibits, no one will be allowed into show facilities from 6pm to 9am during show dates. There will be no exceptions without explicit approval of GHRA and its representatives or PHARE 2009 management.
- D. There will be no product promotion or selling outside of your assigned exhibit space.
- E. Solicitations by any non-exhibitors are strictly prohibited.
- F. In the event the Exhibitor fails to install its display within the time limit set, or fails to comply with any provisions concerning the use of display space, GHRA and its representatives and PHARE 2009 management shall have the right to take possession of said space and resell same, or any part thereof.
- G. Points not covered in this contract are subject to the decision of GHRA and its representatives and PHARE 2009 management.

CANCELLATION CLAUSE

The Exhibitor and GHRA and its representatives and PHARE 2009 management recognize and acknowledge that GHRA and PHARE 2009 show organizers will sustain certain losses if the Exhibitor cancels this exhibit contract after having been assigned exhibit space. Even though GHRA and PHARE 2009 management will exercise its best efforts to resell the cancelled space, the parties understand and agree that the GHRA and PHARE 2009 organizers will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty, if not impossibility, of proving said losses, the Exhibitor agrees to pay the following amounts as liquidated damages in the event the Exhibitor cancels its space on or within the time periods specified below. All cancellations must be submitted in writing to the GHRA office.

TIME PERIOD

LIQUIDATION DAMAGES

Cancellation on or prior to 2/9/09	25% of the fee for canceled space
Cancellation on or prior to 2/23/09	50% of the fee for canceled space
Cancellation after 3/9/09	100% of the fee canceled space

In the event that the Exhibitor fails to make full payment by the deadline date indicated, GHRA and PHARE 2009 organizers reserve the right to consider, at its option, said failure to be a cancellation of the exhibit contract.

**PACIFIC HOTEL AND RESTAURANT EXPO
& TRADE SHOW 2009
Hyatt Regency Guam • April 16,17 & 18, 2009**

RESERVATION FORM & EXHIBITOR'S CONTRACT

Please complete and mail with check payable to GHRA:
Guam Hotel & Restaurant Association
P.O. Box 8565 • Tamuning, Guam 96931
Phone: (671) 649-1447 • Fax (671) 649-8565
Email: info@ghra.org or bina@ghra.org

FIRM NAME: (As you want printed in program booklet and booth identification sign)

The undersigned (hereafter called "Exhibitor") hereby applies and contracts for exhibit space during PHARE 2009 to be held at the Hyatt Regency Guam, April 16, 17 & 18, 2009 as follows:

I. Member, Guam Hotel & Restaurant Association

_____ Number of Booths at **\$1,200** each (booth only)

_____ Number of Booths at **\$1,080** each (booth w/ Ad in Hospitality Guahan)*

II. Non-Member, Guam Hotel & Restaurant Association

_____ Number of Booths at \$1,400 each (booth only)

_____ Number of Booths at \$1,260 each (booth w/Ad in Hospitality Guahan)*

***Hospitality Guahan Advertising Rates:**

	<u>Member</u>	<u>Non-Member</u>
Full-Page	\$950	\$1,150
Half-Page	\$750	\$900
Quarter-Page	\$575	\$700

Expo Program / Hospitality Guahan Magazine

The PHARE 2009 directory will be incorporated as a supplemental section to the second quarter (April-June 2009) issue of the Hospitality Guahan magazine. Hospitality Guahan has a distribution of 3,000+ copies; an additional 2,500+ copies will be distributed at PHARE 2009; total circulation buy is over 5,500+ copies. Advertising deadline is March 23, 2009. See Rate Card for Advertising Rates.

Exhibit Space

Exhibit space(s) will be assigned in accordance with the following criteria:

- ◆ First come, first served
- ◆ Number of booths reserved
- ◆ Special requirements, i.e. cooking in booth...

Please indicate (3) three choices for your exhibit space (see layout in sales kit):

1st _____ 2nd _____ 3rd _____

Exhibit Space contract must include at least a 50% deposit before contract is officially accepted. Balance due no later than March 23, 2009.

Amount enclosed: _____

(Make checks payable to GHRA)

Exhibitor will display the following:

If there is a company or type of company you do not wish to be located next to, please indicate here:

Important Contact Information:

All correspondence regarding our exhibit should be addressed to the attention of:

Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Email: _____

This contract agreement shall not be binding until it is accepted and approved in writing by the signature below of a PHARE 2009 duly authorized representatives.

The Terms and Conditions printed on the reverse side of this sheet shall constitute part of this contract and the exhibitor agrees to abide and confirm thereto.

In witness whereof, applicant has caused this contract to be read and signed by an officer of the company or person duly authorized. Execution of contract signifies full acceptance and understanding of all terms and conditions.

Firm: _____

Mailing Address: _____

Phone: _____ Fax: _____

Email: _____

By (print name): _____

Title: _____

Signature: _____

Please sign and return this form with payment to the Guam Hotel & Restaurant Association, Inc. Upon acceptance we will fax you a copy for your records.

Accepted by PHARE 2009 and its organizers:

Space(s) assigned: _____

By: _____

Date: _____