

**Arizona Society for Respiratory Care
Chapter of the American Association for Respiratory Care
44th Annual State Conference & Exhibition**

Contract/Application for Booth Space

THIS AGREEMENT made between the Arizona Society for Respiratory Care, hereinafter referred to as the AzSRC, and _____ hereinafter referred to as Exhibitor.

WITNESSETH: That in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. AzSRC will permit Exhibitor to occupy booth(s) during the State Conference & Exhibition August 31-Sept 2nd, 2010.
2. Exhibitor agrees that full rental fee must be paid thirty (30) days prior to the setting up of his/her booth at the State Conference & Exhibition.
3. Exhibitor is hereby given the right to cancel this agreement without penalty at any time prior to ninety (90) days in advance of the State Conference & Exhibition. Such cancellations will only be effective when written notice thereof is received by Exhibitor Coordinator. In the event that Exhibitor cancels this agreement from sixty (60) to ninety (90) days prior to the State Conference & Exhibition, all rights, duties, liabilities and obligations hereunder shall terminate except that Exhibitor shall be liable for and agrees to pay to AzSRC twenty-five percent (25%) of the total rental fee and AzSRC may retain this portion from any payments made to it by Exhibitor.
4. In the event that Exhibitor cancels this agreement from sixty (60) to thirty (30) days prior to the State Conference & Exhibition, all rights, duties, liabilities and obligations hereunder shall terminate except that Exhibitor shall be liable for and agrees to pay AzSRC fifty percent (50%) the rental fee reserved hereunder, and AzSRC may retain said amount from any payment made to it by Exhibitor. Such cancellations will only be effective when written notice thereof is received by Exhibitor Coordinator.
5. In the event that Exhibitor cancels this agreement anytime within thirty (30) days prior to the State Conference & Exhibition, all rights, duties, liabilities and obligations hereunder shall be terminated except that Exhibitor shall remain liable and agrees to pay the full rental fee reserved hereunder. Such cancellations will only be effective when written notice thereof is received by Exhibitor Coordinator.
6. AzSRC reserves the right to relocate the booth space to be occupied hereunder by Exhibitor, provided that upon receiving from AzSRC notice of such relocation, Exhibitor, notwithstanding any other provisions hereof, may cancel this agreement without penalty, and shall be entitled to the return of any rental fee paid.
7. Exhibitor agrees not to sublet, or to otherwise assign, to any other person or organization whatsoever any rights to occupy any booth, or part of any booth covered by this agreement without first obtaining the written consent of AzSRC.
8. Exhibitor agrees to abide by the special regulations as outlined in the official prospectus for exhibitors.
9. Exhibitor agrees to indemnify the AzSRC and The Prescott Resort against and hold it free from any and all claims from the death of or injury to Exhibitor's personnel or meeting attendees and from any and all claims from the loss or damage to Exhibitor's property by whatsoever cause occasioned and wheresoever such property is located during the period in which AzSRC occupies The Prescott Resort except for such injury or loss as may be proximately caused by willful and malicious conduct on the part of any employee of AzSRC of The Prescott Resort.

IN WITNESS THEREOF, the parties have executed this contract upon this ____ day of _____, 2010.

By: _____
Christine Claxton
Exhibitor Coordinator (AzSRC)

By: **X** _____
Official of Exhibitor