

# NAMIC Exhibit Show Official Terms and Conditions

**1. AGREEMENT.** Exhibitor hereby agrees to these "Terms & Conditions." Exhibitor further agrees to comply with (i) all applicable fire, utility and building codes and regulations; (ii) any rules or regulations of the facility where the Exhibit Show (Exhibit) is held; (iii) the terms of all agreements between National Association of Mutual Insurance Companies (NAMIC) and the managers or owners of said facility; and (iv) the terms of any and all agreements between NAMIC and any other party relating to the Exhibit.

**2. EQUIPMENT.** Any equipment provided by decorator shall be returned to decorator at the end of the Exhibit, complete and in good condition, normal wear and tear excepted. Exhibitor shall have only the right to use said equipment as part of a booth rental and shall provide all other equipment at its own expense.

**3. CONTRACT FOR SPACE.** By submitting this registration form for booth space, Exhibitor releases NAMIC and its representatives from any and all liabilities to Exhibitor, its agents, licensees, or employees that may arise as a result of submission of this registration or of participation in the Exhibit. NAMIC determines the eligibility of any company or product for exhibit. Acceptance of a registration does not imply endorsement by NAMIC of the applicant's products or services; nor does rejection imply lack of merit of same. This registration form (when endorsed by NAMIC with notice of space assignment) constitutes a contract for the right to use booth space at the Exhibit. Rental for the booth is payable with this application. No refund may be made for booth space that is not used during the Exhibit. Should space remain unoccupied at the opening of the Exhibit, NAMIC may rent or use it without obligation or refund.

**4. BOOTH ASSIGNMENTS.** NAMIC reserves the right to make changes at any time in the assignment, location, size and display limits of any booth if this is in the best interest of the Exhibit. Exhibits may not project beyond the space allotted or interfere with traffic to exhibits of others. Safety laws require that exhibits be kept out of or from extending into aisles.

**5. ARRANGEMENT OF EXHIBITS.** Standard booth backgrounds and side rails, decorated with draping and a uniform identification sign are provided without additional charge. Booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display material may be placed up to a height not exceeding eight feet from the building door. In any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit may be placed up to a height not exceeding four feet from the building door. Exhibits not conforming to these specifications, or which in design, operation or otherwise, are objectionable in the opinion of NAMIC, will be prohibited.

**6. USE OF BOOTH SPACE.** Exhibitor may not sublet, assign or apportion any part of the booth or space allotted, or represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by NAMIC. The purposes of the exhibit are to inform and educate delegates regarding the services and products of the exhibitors.

**7. RESTRICTIONS.** NAMIC may restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Convention or Exhibit as a whole. NAMIC may forbid installation or request removal or discontinuance of any exhibit or promotion, which, if continued, departs substantially from the design and description given advance approval. No cash sales will be allowed by Exhibitor without express approval in advance by

NAMIC. In the event of any such restrictions or removals, NAMIC is not liable for any refund of rental or other expenses. Advertising displays, demonstrations and conferences in the interest of business are not permitted, except by firms that have rented space to exhibit and have cleared plans in advance.

**8. CONDUCT.** Exhibitors operating audio/visual equipment or any other noise-creating devices shall do so only at a level that will not interfere with other exhibitors, or NAMIC may require discontinuance of their use. All demonstrations, interviews and other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the exhibit. No undignified manner of attracting attention will be permitted. The Exhibitor agrees not to sponsor group functions, such as tours, film showings, speeches or other activities in conflict with any officially programmed convention event except as approved in writing by NAMIC. All recorded presentations must comply with the strict licensing requirements of ASCAP and BMI. Exhibitors planning to use such recorded presentations must place a certified copy of their license on file with NAMIC.

**9. SOUVENIRS AND MARKETING MATERIALS.** Souvenirs, samples, and marketing materials must be distributed from booth spaces only and are permitted provided there is no interference with other exhibits. NAMIC may withhold or withdraw permission to distribute souvenirs, samples, advertising or any other material it considers objectionable.

**10. FIRE REGULATIONS.** Booth decorations and construction must conform to local fire regulations. Combustible or explosive materials and substances may not be used. Cloth and other flammable materials must be flame proofed. Packing containers, excelsior, wrappings and similar materials must be removed from the exhibit area and not stored under tables or behind displays.

**11. CARE OF PREMISES.** No part of an exhibit and no signs or other materials may be pasted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. Exhibitor agrees to pay any damages from failure to observe this term.

**12. EXHIBITOR BADGES.** Booth personnel must wear NAMIC identification badges while attending the Exhibit. Exhibitor badges are furnished without charge, from the NAMIC Exhibitor Registration desk.

**13. INSTALLATION AND REMOVAL AND EXHIBIT PERIOD.** The setting up of exhibits will begin on Sunday (9/24/2017), after 11:00 a.m., but before 5:00 p.m. EXHIBITS MUST BE IN PLACE AND READY FOR SHOWING BY 5:00 p.m. ON SUNDAY (9/24/2017), remaining intact until the scheduled end of the marketplace on Tuesday (9/26/17). After that time dismantling and removal may begin. The exhibit area must be cleared by 5:00 p.m., Tuesday (9/26/17). Exhibit show hours are posted on NAMIC.org. Hours are subject to change. Exhibitors dismantling booths early may be subject to penalties.

**14. SECURITY.** NAMIC will employ reputable security guards to safeguard exhibitors' property; however, NAMIC assumes no liability whatsoever for loss or damage, through any cause, of goods, exhibits or other materials owned, rented or leased by the Exhibitor. If insurance is desired, the Exhibitor must place it. The Exhibitor shall indemnify NAMIC against, and hold it harmless from any complaints, suits or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of booth and display space. NAMIC shall provide guard service throughout the hours of installation, during "off hours" until Tuesday, 9/26/17, at 6:00 p.m.

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**15. UNION LABOR.** Exhibitors are required to observe all union contracts in effect between NAMIC, the official contractors, the hotel and various labor organizations. Exhibitors will be provided a listing of their rights and obligations operating under a union contract.

**16. STORAGE OF PACKING CRATES AND BOXES.** Exhibitors will not be permitted to store packing crates and boxes in their booths during the Exhibit Period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify crates. Crates not properly marked or identified may be destroyed. Because of the lack of storage facilities, it may be necessary to store crates outside the building. Every effort will be made to protect the crates from the elements, but neither the management nor the contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged to Exhibitor at prevailing rates.

**17. INABILITY TO PERFORM.** If the Exhibit is cancelled as a result of circumstances or events beyond the control of NAMIC that make it inadvisable, impractical or impossible to conduct the Exhibit, or it cannot permit Exhibitor to occupy its booth space due to circumstances or events beyond its control, NAMIC will refund to Exhibitor the amount of the rental fee paid, less a proportionate share of the Exhibit expenses, and NAMIC shall have no further obligation or liability to Exhibitor.

**18. INTERPRETATIONS AND ENFORCEMENT.** These terms and conditions become a part of the contract between the Exhibitor and NAMIC. NAMIC may amend them at any time. All matters in question not covered by the terms and conditions are subject to the decision of NAMIC and all decisions so made shall be binding on Exhibitor. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of NAMIC, conduct themselves unethically, may be dismissed from the Exhibit without refund or other appeal.

**19. HOLD HARMLESS CLAUSE.** Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor's displays, equipment and other property brought upon the premises of the Hotel/Convention Center and shall indemnify and hold harmless the Hotel/Convention Center, agents' servants and employees from any and all such losses, damages and claims

**20. CANCELLATION OF RENTAL.** Exhibitor shall have the right to cancel this Agreement at any time by written notice to NAMIC. Exhibitors canceling prior to the last working day of June will be sent a refund, less \$100. *No refunds will be given after the last working day of June.* Under all circumstances, NAMIC retains the right to reassign any booth space cancelled by Exhibitor.

**21. USE OF NAMIC NAME AND/OR LOGO.** It is not permissible to use any NAMIC name or logo or the Annual Convention logo, directly or indirectly, without the specific written permission of NAMIC.