

NAMIC Claims Conference Exhibit Show Official Terms and Conditions

1. CODES & AGREEMENTS. Applicant/Exhibitor hereby agrees to the "Terms & Conditions of this Lease/Contract. 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 NAMIC Claims Conference Exhibit Show (Exposition) is held; (iii) the terms of all leases and agreements between the National Association of Mutual Insurance Companies, Inc. (NAMIC) and the managers or owners of said facility between NAMIC and any other party relating to the Exposition.

2. EQUIPMENT. Booth equipment provided by decorator shall be returned to decorator at the end of the Exposition, complete and in good condition, normal wear and tear excepted. Exhibitor shall have no right, title or interest in such equipment, but only the right to use it under this Lease/Contract. Exhibitor shall provide all other equipment at its own expense.

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

4. SPACE ASSIGNMENTS. NAMIC reserves the right to make changes at any time in the assignment, location, size and display limits of any exhibit space (booths) or exhibits if this is in the best interest of the Exposition. Exhibits may not occupy or project beyond the space allotted or interfere with traffic to other exhibits. Safety laws require that exhibits be kept out of or from extending into aisles.

5. ARRANGEMENT OF EXHIBITS. 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 floor. 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 floor.

6. USE OF EXHIBIT SPACE. No Exhibitor may sublet, assign or apportion any part of the booth/exhibit space allotted, or represent, advertise or distribute literature for the product or services of any other company or individual except as approved in writing by NAMIC. The purposes of the Exposition are to inform and educate Conference delegates regarding services and products of the Exhibitors.

7. RESTRICTIONS. NAMIC may restrict or prohibit exhibits which, because of noise, arrangement (as specified above), method of operation, design or design changes, or any other reason, become objectionable or otherwise detracts from or are out of keeping with the character of the Convention or Exposition as a whole. No cash sales will be allowed in the Exposition facility by Exhibitors without express approval, in advance and in writing, by NAMIC. In the event of such restrictions or evictions, 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 Exhibitors that have cleared plans in advance.

8. CONDUCT. Exhibitors operating any noise-creating devices (including audio-visual) shall do so only at a level that will not interfere with other Exhibitors. All exhibit activities must be conducted so as not to infringe on the rights of other Exhibitors or offend visitors to the Exposition. 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/Exposition event except as approved in writing by NAMIC. All recorded presentations must comply with the strict licensing requirements enforced by ASCAP and BMI. Exhibitors planning to use such recorded presentations must place a certified copy of their license on file with NAMIC 10 (ten) days prior to the Exposition.

9. SOUVENIRS AND SAMPLES. Distribution of souvenirs and samples is permitted provided there is no interference with other exhibits. NAMIC may withhold or withdraw permission to distribute souvenirs, advertising or any other material it considers objectionable prior to or during the Exposition.

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 flameproofed. 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. Damage from failure to observe this notice is payable by the Exhibitor.

12. EXHIBITOR BADGES. Exhibitor badges will be furnished to all registered booth personnel, and are available at the NAMIC event desk. Exhibit personnel must wear NAMIC identification badges while at the conference. Any exhibitor or company that is found to be sharing badges among attendees may be excluded from participating in future conferences.

13. INSTALLATION AND REMOVAL AND EXPOSITION HOURS. Exhibit set up is Wednesday, February 13, 2019 from 9:00 a.m. – 2:00 p.m. . EXHIBITS MUST BE IN PLACE and READY FOR SHOWING BY 2:00 p.m. on Wednesday, February 13, 2019, remaining intact until Thursday, February 14, 2019, per the time when dismantling and removal may begin. The exhibit area must be cleared by the time specified on within the exhibitor materials and on the event website. NAMIC reserves the right to refuse exhibiting space to companies who dismantle booths before the specified time.

14. SECURITY. 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 or security is desired, the Exhibitor must obtain it on their own account. The Exhibitor shall indemnify NAMIC against, and holds it harmless from any, complaints, suits or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of display space.. During "off hours", the Exposition will be closed according to the host property's procedures and no individual will be granted access without permission from NAMIC and escorted by security.

15. UNION LABOR. Exhibitors are required to observe all union contracts in effect between NAMIC, the official contractors, the convention center 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 Exposition, 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. It may be necessary to store crates outside the building and if so, efforts 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 Exposition is cancelled as a result of circumstances or events beyond the control of NAMIC that make it inadvisable, impractical or impossible to conduct the Exposition, or it cannot permit the Exhibitor to occupy this space due to circumstances or events beyond its control, NAMIC will refund to the Exhibitor the amount of the rental fee paid, less a proportionate share of the Exposition expenses, and NAMIC shall have no further obligation or liability to the Exhibitor.

18. INTERPRETATIONS AND ENFORCEMENT. These Terms and Conditions become a part of the Lease/Contract between the Exhibitor and NAMIC. NAMIC has full power of interpretation and enforcement of these Terms and Conditions and may amend them at any time. All matters in question not covered by these Terms and Conditions are subject to the decision of NAMIC and all decisions so made shall be binding on all parties. Exhibitors or their representatives who fail to observe these Terms and Conditions or who, in the opinion of NAMIC, conduct themselves unethically, may be dismissed from the Exposition without refund or other appeal.

19. HOLD HARMLESS CLAUSE. The 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 LEASED SPACE. Exhibitor shall have the right to cancel this Lease/Contract at any time by written notice to NAMIC. Exhibitors canceling 90 days prior to the day of move in will be sent a refund minus a \$100 processing fee. *No refunds will be given after the 13th day of December.* Under all circumstances, NAMIC retains the right to reassign any booth space cancelled by Exhibitor. Attendee or exhibitor registrations may follow a different cancellation policy. Please refer to the registration policy.

21. CANCELLATION OF ADDITIONAL BOOTH PERSONNEL REGISTRATIONS. Exhibitor shall have the right to cancel additional booth personnel registrations according to the event registration policy. Please refer to additional information on the event website. Additional booth personnel registrations may be transferred at any time without a fee.

22. USE OF NAMIC NAME AND/OR LOGO. It is not permissible to use any NAMIC name or logo or the Conference logo, directly or indirectly, without the specific written permission of NAMIC and such permission must be received prior to use.