

# The NAMA Show 2018

## General Rules and Regulations

**1. Management:** The National Automatic Merchandising Association (NAMA), Tradeshow Logic Expositions, Inc., and its authorized representatives are hereinafter referred to as "Show Management."

**2. Character of Exhibit:** Each exhibitor shall exhibit only (1) products and equipment of its own manufacture; (2) other products and equipment for which it is the exclusive United States distributor in the vending/coffee service/foodservice industry. Such products and equipment may only be shown in the booth of their exclusive National distributor; or (3) the products and equipment of another exhibitor with their permission. Exhibitors shall be prohibited from using, displaying (in any manner including text or graphics) or promoting the products, equipment or services of any non-exhibiting company. Show Management reserves the right to review and determine at its sole discretion acceptability of products and equipment that may be substantially similar to those displayed in an exhibitor's booth which may be used in the display of any other exhibitor. In making this determination, Show Management will consider the products or equipment displayed in your booth which are also available for display in the booths of other exhibitors.

Show Management reserves the right to restrict or close down any exhibit which, because of noise, method of operation, materials, or any other reason, in the opinion of Show Management, becomes objectionable, and also to prohibit or remove any exhibit which, in the opinion of Show Management may detract from the general character of the Expo as a whole, or consists of products or services inconsistent with the purpose of the Expo, without liability for any refunds or other exhibit expenses incurred or alleged, for any reason, loss or damage including but not limited to actual or consequential damages.

**3. Payment of Space.** Applications submitted prior to October 17, 2017 must be accompanied by a 1/3 deposit of total space charges (payable in U.S. funds and drawn on a U.S. bank). Applications received without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable on January 17, 2018. Applications submitted after January 17, 2018 must be accompanied by payment **IN FULL** of the space rental charge. Applications received without such payment will not be processed nor will space assignment be made. Show Management reserves the right to accept or reject any signed application submitted and no application should be considered accepted by Show Management until it is executed by Show Management.

**4. Exhibitor Cancellation.** Written notice of cancellation or downsize must be received in writing from the exhibitor. If written notice of participation cancellation is received by organizer before July 17, 2017, the exhibitor shall pay a cancellation fee equal to 50% of the total exhibition fee. If written notice of participation cancellation is received by organizer on or after July 17, 2017, the exhibitor shall pay a cancellation fee equal to 75% of the total exhibition fee. If written notice of participation cancellation is received by organizer on or after January 17, 2018, the exhibitor shall pay a cancellation fee equal to 100% of the total exhibition fee. **Exhibitors contracting on or after January 17, 2018, are responsible for the full (100%) exhibition fee, even in the event of cancellation anytime thereafter.** Any deposits made by the exhibitor may be used to fully or partially reduce the cancellation fees described above.

**5. Downsizing.** All downsizing requests must be submitted in writing by the exhibitor. These requests shall become effective when approved in writing by Organizer. A downsize fee of 50% of the difference between the cost of the original exhibition space cost and the cost of the revised downsize exhibition space will be charged on any downsize requested by the Exhibitor and approved by Organizer before July 17, 2017. The downsize fee increases to 75% of the difference between the cost of the original exhibition space cost and the cost of the revised downsize exhibition space on any downsizing requested by the Exhibitor and approved by Organizer on or after October 17, 2017 and prior to January 17, 2018. The downsize fee increases to 100% of the difference between the cost of the original exhibition space and the cost of the revised downsize exhibition space on any downsizing requested by the exhibitor and approved by Organizer on or after January 17, 2018. The above downsizing fee(s) shall be in addition to the actual cost of the revised downsize exhibition space. Any deposits made by the exhibitor may be used to fully or partially reduce the downsizing fees described above.

**6. Subletting of Space:** No exhibitor may assign, sublet or apportion the whole or any part of the space assigned to it or permit any party to exhibit nor to distribute any materials of or occupy any of such space for the purpose of promoting any business other than that of the exhibitor to which the space is assigned, except as may be permitted in writing by Show Management. An exhibitor will be permitted to share a booth with another company only (i) where one of them is a wholly owned subsidiary of the other or (ii) where the product of each exhibitor cannot be used as intended without the product of the other exhibitor, the products combined are typically perceived as a single product and the products combined are often sold as a single product.

**7. Booths:** No exhibit, including signs and advertising material, may exceed the height of 8'3" except for perimeter, or island locations as described in the Exhibitor's Manual. Booth construction and displays must not interfere with any other exhibitor or cause aisle congestion. Exhibitors requesting special height considerations or other variations to these rules and regulations, must submit a detailed sketch of their proposed booth construction to Show Management at least 45 days prior to the opening of the Show and must receive written approval from Show Management before erecting same.

**8. Booth Accessibility:** Under Title III of the Americans with Disabilities Act, each exhibitor is responsible for making his exhibit accessible to the disabled, and shall indemnify Show Management and the convention facility against failure to do so. Exhibitors who have constructed, or are planning to construct, multi-level booths must comply with this federal law and all state and local fire and safety codes.

**9. Space Assignment:** Exhibitors at the 2017 OneShow have the opportunity to select space for The NAMA Show 2018. All others can make booth selections from the remaining available space and will be assigned on a first-come, first-served basis. Show Management will use its best efforts to locate the booth in one of the locations designated by the exhibitor on the reverse side hereof, to provide physical separation of the booth from the booths of those competitors from whom the exhibitor has requested such separation on the reverse side hereof. However, Show Management reserves the right to change location assignments at any time as it may in its sole discretion deem necessary.

**10. Compliance with Laws:** Exhibitor shall comply with all applicable laws, codes and rules and regulations of the federal, state and city governments and the convention facility, as well as all rules and regulations of the Expo set forth herein and in the Exhibitor's Manual, as amended from time to time. The exhibitor shall use the leased area in a safe and careful manner, and shall not do, or permit others to do, anything in any leased area(s) or convention facility which would cause a difference in conditions from those previously approved by Show Management's insurance carriers or the convention facility, which would in any way increase insurance premiums payable by Show Management or the convention facility.

**11. Liability and Waiver Subrogation:** Show Management, the convention facility and their employees and representatives shall not be responsible for any loss, damage or injury to person or property that may be suffered by the exhibitor, or the exhibitor's employees, from any cause whatsoever arising out of participation in the Expo prior, during or subsequent to the period covered by this exhibit application, excluding that caused by or resulting from the negligence of Show Management or convention facility and their employees and representatives. Exhibitor shall indemnify, defend and hold harmless Show Management, its officers, directors, employees and agents against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or by any reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including Exhibitor, its employees and agents, or any business invitees, arising out of or related to Exhibitor's occupancy or use of the booth space and any other leased area(s) of the convention center. The terms of this provision shall survive the termination or expiration of this Agreement.

Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. The exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under exhibitor's insurance applications for real and personal property. If requested, the exhibitor, as a condition to participation in the Expo, shall obtain from its insurer(s) a waiver of subrogation consistent with this provision.

**12. Interruption or Prevention of Expo:** In the event the Expo is interrupted or prevented to be held for any reason beyond the control of Show Management, then this Exhibit Space Application shall terminate and the exhibitor hereby waives any claim against Show Management for damages of any kind or nature by reason of such termination except that any unearned portion of the space rental due hereunder shall abate, or, if previously paid, shall be refunded by Show Management to the exhibitor after deduction of such amounts as may be necessary to cover expenses incurred by Show Management in connection with the Expo.

**13. Security and Insurance:** Exhibitors are solely responsible for the safety of their property, and Show Management shall not be responsible for the safety of the property from theft, damage by fire, accident or any other cause. Exhibitor shall carry liability insurance in such amounts sufficient to cover all obligations under this Agreement. All property of the exhibitor is understood to remain in his care, custody and control in transit to or from or within the confines of the exhibit hall.

**14. Displays—General:** During the dates of The NAMA Show, each exhibitor shall not display, show, demonstrate, or exhibit in any hotel room, suite or public or private display room (except its regularly established sales office) any vending machines, coffee equipment, vending, coffee service or foodservice products, coin-operated or non-coin-operated phonographs, coin-operated or noncoin-operated games or amusement devices, accessories, component parts or any other piece of equipment or service used by vending, coffee service or foodservice operators in the normal conduct of its business.

**The 80/80 Sound Rule:** Any sound which consistently exceeds 80 decibels measured at the edge of an exhibitor's booth, is clearly identifiable more than 80 feet from that booth, or is in the opinion of Show Management, objectionable or interfering with neighboring exhibits is considered in violation of The NAMA Show regulations and may be shut down at the discretion of Show Management.

Commercial radio and TV reception are not valid exhibit devices and at no time shall either be permitted in exhibitors' booths. Closed-circuit TV, tape recorders, sound-pictures (motion or still), or other audio-visual devices with audible sound are also specifically excluded except where such devices are housed in enclosed areas, or so constructed that the sound will not be heard outside of the exhibitor's booth and will not interfere with exhibitors in adjoining booths. What is shown or heard must be directly related to the products, machines or services of the exhibitor.

Models and exhibitor personnel shall be attired tastefully as determined by Show Management.

**15. Solicitation or Demonstration by Exhibitors:** Exhibit activities must be conducted so as not to interfere with the approved activities of any other exhibitor; specifically prohibited are excessive noise and activities that block the entrance and exit from neighboring booths. Exhibitors are not permitted to use strolling entertainment. All costumed characters must confine their activities to the exhibitor's booth. Handouts can be used for promotional purposes provided they are in good taste as determined by Show Management. All handouts must be distributed from the exhibitor's booth and not from other areas of the exhibit hall or in the lobbies, banquet rooms or other public places in Official Hotels unless written permission has been granted by Show Management.

Any cost incurred by Show Management to remove stickers or other materials will be charged back to the exhibitor that used them.

Unofficial identification badges are prohibited.

No exhibitor shall give away to anyone attending the exposition, boxes, containers, bags or any other Envelope or container which can be used to collect samples of merchandise.

The taking of photographs, videos or tape recordings by anyone in the exhibit hall is prohibited except in the case of official photographers, the press or with the written consent of the exhibitor in whose booth the photos or recordings are being made.

**16. Lotteries, Games of Chance or Attendance Prizes:** Promotional plans designed to generate booth traffic cannot require visitors to be present at a specified location or time. No illegal promotions shall be permitted.

**17. Entertainment in Rooms during Convention Hours:** Exhibitors expressly agree not to conduct parties, receptions, open-houses or other events for Show attendees, in their private rooms, sales offices, hospitality suites, or other facilities, during scheduled Expo hours or until one-half hour after the official closing of the Expo each day.

**18. Damage to Property of Others:** Exhibitor shall be solely responsible for the cost of any damage to the convention center, official hotels, property of others, and any other claims and cost arising out of Exhibitor's use of the leased area(s), regardless of how or by whom such damage was caused.

**19. Fire Protection:** No combustible decoration, such as but not limited to crepe paper, tissue paper, cardboard or corrugated paper, shall be used at any time. All packing containers, excelsior or wrapping paper are to be removed from the exhibit floor and must not be stored under tables or behind displays. All decorations and booths must be of flame-proofed materials. Exhibitor shall be solely responsible for all fire damages and costs.

**20. Shipping Instructions:** An official show contractor will be appointed to assure orderly and expeditious handling of exhibit materials in and out of the exhibit hall. The cost of this service will be paid by the exhibitor. The Exhibitor's Manual will provide complete and detailed shipping information for exhibitors.

**21. Penalties:** Failure to comply with all conditions of this application or any other rule or regulation governing the conduct of the Expo, or any amendments thereto shall be cause for Show Management to close the exhibit of the offending exhibitor at Show Management's discretion after notice of failure to comply is given to the exhibitor and compliance is not effected forthwith. Offenders may also be prohibited from exhibiting at one or more subsequent shows.

**22. Other Regulations:** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF APPLICATION OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

DATE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_