

# Application/Contract for Exhibit Space

2019 NFDA International Convention &amp; Expo

October 27-30, 2019 – McCormick Place Convention Center, Chicago, IL

The undersigned (hereafter called the "exhibitor") applies for exhibit space in the NFDA Expo, October 27-30, 2019. Our company listing with the following wording on our standard 7"x44" booth sign, for NFDA Expo Online and in official NFDA Convention & Expo materials shall be as listed here:

**Sponsoring Company** (for printed materials, online listings, etc.) *Must be provided with full payment by 8/1/19 for inclusion in printed materials.*

Company \_\_\_\_\_ ☐ **First-time exhibitor**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Contact (to be published) \_\_\_\_\_ Position/Title \_\_\_\_\_

**Internal Contact** (not published by NFDA) *Receives all show information, including booth assignment and upcoming deadlines.*

Contact \_\_\_\_\_ Email \_\_\_\_\_

Add'l Contact (if applicable) \_\_\_\_\_ Email \_\_\_\_\_

## Booth Size and Cost (minimum booth size 10'x10')

Booth Type: ☐ Corner \$31/sq. ft. ☐ Non-corner \$28/sq. ft.

**\*Island booths 600 square feet or more.** ☐ Island\* \$26/sq. ft.

Booth Size: \_\_\_\_\_ feet X \_\_\_\_\_ feet = \_\_\_\_\_ sq. ft.

Total Rate: \_\_\_\_\_ sq. ft. X Rate \$ \_\_\_\_\_ = \$ \_\_\_\_\_

Preferred Booth Choice 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

## Early-bird Discount – Save \$300 per 100 square feet!

**Valid on contracts submitted on or before February 28, 2019**

50% payment due to NFDA no later than February 28, 2019, and balance paid no later than April 30, 2019. Space not paid in full by April 30, 2019, will be subject to cancellation, forfeiture of all payments and/or increased rates.

Total \$ \_\_\_\_\_ – Early-bird discount \$ \_\_\_\_\_ = Adjusted total \$ \_\_\_\_\_

☐ I authorize NFDA to charge the first installment for the booth space on February 28, 2019, and the FINAL installment on April 30, 2019.

## Method of Payment

☐ Check (U.S. dollars drawn on a U.S. Bank) \$ \_\_\_\_\_ (Total)

☐ American Express ☐ Discover ☐ MasterCard ☐ VISA

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

• **Full payment due with contract for space reserved after April 30, 2019**

## Read Contract Terms on Reverse Side and Approve

All space shall be paid for at the appropriate rate as indicated and in accordance with the payment schedule indicated above. The contract terms printed on the reverse side and the Rules and Regulations within the Exhibitor Service Manual shall constitute part of this contract and the exhibitor agrees to abide and conform hereto. By signature below, the individual signing this contract represents that he/she is duly authorized to execute this binding contract on behalf of named exhibitor. This contract shall not be binding unless and until it is accepted and approved in writing by NFDA's duly authorized signature affixed below and full payment is received by NFDA.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## To Reserve Your Booth

**Fax** this signed application/contract to +1.262.789.6977

**Email** this signed application/contract to kwicker@nfda.org

For Office Use Only	EXPOCAD	MKTG List	BX Listing	CRM ID	
	Director	Confirmation	Badges	Invoice Date	Invoice Date
	\$	Size	C1 C2 NC ISL NP SP		
	Booth #	Assigned by:		P1	P2

### Rules & Regulations for NFDA International Convention & Expo

It is understood and agreed that NFDA may revoke this contract at any time if it determines, in its sole discretion, that the products and services we intend to exhibit are not suitable or appropriate. In such case, NFDA shall refund to us all sums paid hereunder, which shall be in full liquidation of all loss or damages suffered by us.

We understand that if we cancel this contract and notify NFDA of the cancellation in writing before February 28, 2019, 100% of the payments received by NFDA will be returned. If we cancel on or after February 28, 2019, and before April 30, 2019, 50% of the payments received by NFDA will be returned. If we cancel after April 30, 2019, no refund shall be returned to us by NFDA. No refunds will be issued on contracts received by NFDA on or after April 30, 2019. We understand our labor, electrical, carpet, furniture and other requirements are not included in the exhibit rental fee.

We understand that we are entitled to 3 badges per 100 sq. ft. (10'x10') of booth space for employees of exhibitor. All rules and regulations of the exposition have been read, and are accepted by us and made a part of this contract and we agree to comply with them. We also agree to abide by any future rules and regulations which NFDA adopts. Exhibitors are obligated to exhibit for all hours of the exposition. **No early breakdown of exhibit is allowed.**

**1. SPONSOR.** The National Funeral Directors Association (NFDA) is the sponsor of the exposition. NFDA shall be represented by the Expo Manager and the NFDA CEO. They are the only agents authorized to bind NFDA with regard to this exposition.

**2. LOCATION.** The 2019 NFDA Expo will be held in the McCormick Place Convention Center, Chicago, IL. The exposition diagram shows exhibit spaces available within the Center and their respective prices.

**3. INSTALLATION AND DISMANTLING.** All exhibit areas will be available at 8:00 A.M. on Friday, October 25, 2019. All exhibits will be arranged and completed by 5:00 p.m. on Sunday, October 27. No exhibits shall be dismantled or any packing done before the final closing hour of the exposition. Packing cases or material will not be allowed on the exhibit floor before that hour. All exhibits must be removed from the Center by 11:59 p.m. Wednesday, October 30. NFDA reserves the right to alter the exposition hours.

**4. LABOR.** Orders for all services including unpacking, repacking, setting up exhibits, electrical work, carpenters, labor (skilled and common), furniture rental, decorating, sign painting, floor coverings, photographs, flowers, should be promptly submitted to the Service Contractor on order forms provided by service contractor. If required by rules and regulations of the Center, exhibitors shall employ designated labor contractors in the installation and dismantling of their exhibits. All labor rates and overtime requirements are subject to modification. Exhibitors will pay for the charges made by the labor contractor, including overtime or double time, if work for such exhibitors is performed when such rates are applicable. Bills rendered exhibitors during the exposition must be checked and approved for payment before the time for dismantling terminates.

**5. ASSIGNMENT OF EXHIBIT SPACE.** The space selection process will begin after the 2018 Expo. Appointments will be scheduled based on priority points. The remaining will be available on a first-come, first-served basis. In cases where exhibitors have like histories, date of receipt of contract shall be considered. Notwithstanding the above, the space assignments made by NFDA are within its sole and absolute discretion. **NFDA reserves the right to change such assignments at any time prior to or during the exhibition.** Any space not claimed and occupied before noon on the first day of the exhibition may be re-assigned or re-rented without refund of rental paid, the amount of advance rental being agreed to as liquidated damages. It is agreed that if NFDA moves an exhibitor to a different space from that originally assigned, and the rental of the new space is less than the original space, credit will be given accordingly to the exhibitor.

**6. ARRANGEMENT OF EXHIBITS.** The following rules will govern the set-up of booths and the arrangement of exhibits: (a) The standard booth equipment furnished by NFDA will consist of (i) an eight (8) foot high back wall with aluminum uprights and stock stanchion, (ii) division rails three (3) feet high, and (iii) one (1) sign of standard length and width (7" x 44") with two (2) lines of lettering giving exhibitor's name and booth number. Exhibitors desiring to use additional signage must obtain written approval of the NFDA Expo Manager. (b) No fabricated exhibitor construction for inline booths walls shall exceed eight (8) feet in background height or three (3) feet in divisional rail height except as otherwise specifically provided herein. (c) In island spaces with aisles on all four (4) sides, overhead panels or "bridge type" construction may be permitted to a maximum height of sixteen (16) feet along the center of the space or along the aisle lines. Exhibitors selecting this type of space will be permitted to use more completely the cubic content of the booth. In peninsula spaces surrounded by aisles on only three (3) sides, the background must be on the side that is not an aisle. The background at this point is to be eight (8) feet high. (d) Exhibitors who are assigned more than one (1) space and whose spaces are adjacent to each other shall treat these spaces as if they are one (1) single space with no intervening merchandise or counters so that a person may move throughout the entire booth without resorting to the aisles. No construction will be allowed on the sides of any booth which would obstruct the view of adjacent booths. (e) Counters may be erected along the sides or across the rear of a space, thus preserving the "open booth" appearance. When counters, exhibits or other material are installed at the front of the space, they must be recessed six (6) inches from the aisle line. (f) All exhibits, and the operation of all machinery and equipment, and the use of all electrically wired display material within the exhibits, must be in strict compliance with all applicable fire, utility, building codes and regulations, city, state and federal law, these rules and regulations, and the rules and regulations of the Center. Any exhibitor supplying decorations, fabrics, signs, hangings, etc., must ensure that they are fireproofed in such manner as to pass the strand test for stage material as required by local fire ordinances. The exhibitor agrees to accept full responsibility for all such compliance. (g) Exhibitor shall comply with all regulations relating to the Americans with Disabilities Act (ADA) in the design of, and access to

booths and exhibits. NFDA shall have full discretion and authority in the placement, arrangement and appearance of all exhibits. NFDA may require the rearrangement, redressing or redecorating of any item or of any exhibit, and no liability shall attach to NFDA for costs that may incur thereby by the exhibitor. NFDA may, in its sole discretion, make such requirements at any time as it deems necessary or expedient as to uniformity in signs, colors, displays, or any other materials. Exhibitors shall only display those items which they manufacture or deal with in the regular course of their business. NFDA reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any exhibitor or its representatives, with or without cause. If cause is not given, liability shall not exceed the amount of the exhibitor's rental fee unearned at the time of ejection. If any exhibitor or exhibitor is ejected for violation of any of the applicable rules or for any other cause, no return of the rental fee shall be made.

**7. ANCILLARY SERVICES.** The following services are available in accordance with the terms and conditions set forth below: (a) Security: NFDA will hire independent security services for the Center, but will have no liability to exhibitors, their employees, representatives, or agents as a result of any act or omission of the security service. (b) Cleaning: NFDA shall provide cleaning of the aisles of the Center during the exhibition. It shall be the obligation of the individual exhibitors to maintain their own exhibit space. (c) Storage: The drayage contractor or Center will provide storage space for all crates and boxes. Storage may be arranged for at the Service Desk, which will provide tags to be used by exhibitors to identify pieces to be placed in storage for the duration of the exposition, and returned to exhibitors' spaces after final closing. The tags are to be filled in with the space number of the exhibitor, and are to be attached to each piece being stored. NFDA has no responsibility or liability arising out of the storage of boxes, crates or other items by the exhibitor with the Center. To comply with fire regulations, wrapping materials such as paper, excelsior, etc., must be completely enclosed within packing boxes. Small boxes and articles should be nested in larger ones to reduce the number of pieces to be stored and eliminate the likelihood of small pieces being lost. No boards or skids will be accepted for storage unless securely tied into bundles and tagged. Materials not complying with these requirements will be considered refuse and disposed of by the cleaners. (d) Shipping: Upon request, complete instructions covering shipment will be supplied by the General Service Contractor. There are adequate loading docks to handle exhibitor's freight. Freight must be unloaded on the receiving dock and then transported into the building. The use of any truck or motor vehicle in the building by any exhibitor will be at the exhibitor's risk. (e) Music: NFDA will have a music license from BMI, ASCAP, and SESAC permitting the use of the musical compositions listed by these three organizations. Exhibitors may play only canned or non-live musical compositions that are licensed by BMI, ASCAP or SESAC. Live music may only be utilized by Exhibitors upon prior written permission of NFDA. (f) Lighting and Electrical: NFDA shall provide for general illumination of the exhibit hall from regulating lighting fixtures already in the hall. Standard one hundred twenty (120) volt current is available. Upon request by the exhibitor, two hundred eight (208) volt single phase and three (3) phase alternating current will be made available to the exhibitor. (g) Telephone: Private telephone service is available in booths to those exhibitors ordering in advance. (h) Movies: Exhibitors who intend to show movies in their booths shall obtain from the NFDA Expo Manager complete instructions governing the showing of such movies. Union operators may be required for projection machines and automatic projectors. Exhibitors utilizing projectors shall comply with all applicable rules.

**8. RESTRICTIONS.** The following restrictions will apply to all exhibitors unless modified in writing by the NFDA Expo Manager. (a) Any plan to induce visitors to the booth of any exhibitor by what may be considered a lottery is prohibited. An opinion as to what constitutes a lottery, prepared by NFDA General Counsel, can be obtained by addressing a request to the NFDA office in Brookfield, WI. The opinion of the NFDA General Counsel shall be binding upon all exhibitors. (b) No exhibitor may allow any article to be brought into or act done on the premises which will violate or increase the premium on the policies of insurance held by the Center, nor permit anything to be done by its employees or agents by which the premises shall be in any manner marred or defaced. No signs or other attachments shall be affixed, screwed, nailed or otherwise attached to the walls, floors, ceiling, doors or other fixtures of the Center in such a manner as to deface, mar, alter or damage same. Exhibitors shall compensate NFDA and the Center, as their interest may appear, for any damage resulting from the acts or omissions by an exhibitor, its employees, representatives or agents. (c) Samples, catalogs, pamphlets, souvenirs, publications, etc. of a dignified character may be distributed by an exhibitor only from its own exhibit space and may not be distributed in any manner or during any other event or gathering sponsored by NFDA. (d) Exhibits shall be arranged so that instructions, demonstrations and entertaining of visitors can be done within the confines of the exhibitor's space and not in the aisles. (e) Exhibitors shall be responsible for maintaining booth noise so as not to interfere with the normal display and conversation of other exhibitors and attendees. NFDA reserves the right to restrict exhibits which because of noise, method of operation, or any other reason, become objectionable or disruptive. As a guide, exhibitors should refrain from employing any sound system, amplifier, loud speaker, singers, music, recordings, or other action or device which produces or generates noise in excess of 80 decibels (dB) as measured at the boundaries of the booth. The NFDA Expo Manager shall have full discretion and authority in restricting and/or eliminating methods of attracting attention which he deems, in his sole discretion, distracting, objectionable or which detract from the general character of the exposition. (f) The exhibitor agrees not to extend group invitations, call meetings, or otherwise encourage absence of groups of exhibitors and/or NFDA members from the exhibit hall and NFDA convention during the hours of said exhibition and convention activities. Exhibitor agrees not to hold any special functions during the period of the NFDA convention without prior approval of NFDA. (g) No subletting or assignment of exhibit space, in whole or in part, will be permitted. Each exhibitor represented in the Center must enter into a separate exhibit rental contract with NFDA. Any exhibitor subletting or assigning exhibit space will risk cancellation of its rental contract and forfeiture of all rental payments. (h) No spotlights, strobe lights or floodlights will be permitted to be installed without the consent of the NFDA Expo Manager. The demonstration of motor-operated equipment is permitted on special arrangement with the NFDA Expo Manager.

Demonstration or operation of an apparatus of any kind that is noisy or distracting is not permitted. (i) No flammable fluids, substances or materials of any nature, including decorative materials, as defined by the fire regulations, may be used in any booth. (j) No distribution of food shall be permitted if it results in an offensive, unsatisfactory and/or unclean condition of exhibits or floor space. No on-site preparation of food is permitted. NFDA reserves the right to prohibit all distributions of food if so required by the Center. (k) NFDA reserves the right, in its sole discretion, to restrict exhibits which are operated in an objectionable manner, and to prohibit and require the removal of any exhibit which may detract from the general character form of the exposition. This right of restriction and removal includes person, things, conduct, printed matter, music, sounds, or anything of a character which may be, in the sole discretion of NFDA, objectionable or detrimental to the exposition as a whole or in violation of these rules and regulations.

**9. ADMITTANCE.** Representatives of exhibitors shall only be admitted to the exhibit hall if they are displaying registration badges. Registration badges are available to owners, executives, employees of exhibitors. Each representative must have his or her own exhibit badge. NFDA reserves the right to limit the number of exhibitors represented at any one time representing any one exhibitor. No representative may loan or trade his or her registration badge to any other person for any reason. Names for badges should be submitted to NFDA by September 27, 2019. NFDA reserves the right to cancel any exhibitor's contract or revoke the registration and badge of any representative or exhibitor who violates the rules and regulations of the exhibit. NFDA shall collect the applicable registration fee from any unregistered individual who makes use of a registrant's badge. In the event that the misused badge belongs to that of an exhibitor or his representative, if the fee is not collectable from the individual, the firm whose representative loaned the identification badge will be responsible for the amount of that registration fee.

**10. LIMITATION OF LIABILITY** NFDA shall not be liable for any damage to or loss of exhibitor's property, nor for injury or death of exhibitor or its employees, representatives, or agents, nor for any damage of any nature to exhibitor's business, nor for the failure to hold the exposition as scheduled, unless such damage, loss, injury, death or failure to hold the exhibit is the direct and proximate result of the intentional or grossly negligent act of NFDA. Moreover, in the event of any such intentional or grossly negligent act of NFDA, NFDA's liability to exhibitor, if any, shall in no event exceed the total amount paid to NFDA hereunder by exhibitor. If any such refund is sought by exhibitor due to a failure to hold the exhibit for the entire scheduled time period because of an intentional or grossly negligent act of NFDA, the refund of the rental payment shall be pro-rated to compensate exhibitor only that period of time the exhibit was not open as scheduled. Exhibitor specifically acknowledges and agrees to this limitation of NFDA's liability hereunder. Exhibitor hereby agrees to indemnify, hold harmless and defend NFDA from and against any and all liability, responsibility, loss, damage, costs or expense of any kind whatsoever, including but not limited to attorney fees, which NFDA may incur, suffer or be required to pay as a result of or arising directly or indirectly from any intentional or negligent act or omission by exhibitor or any of its employees, representatives or agents. Neither NFDA nor the owners of the exhibit hall shall be responsible for any damage done to any exhibits, crates or boxes due to the packing, storing, uncrating or unpacking thereof, and all such services are rendered and accepted upon this condition and understanding. A representative of the exhibitor must conduct or supervise the packing and unpacking of each exhibit. NFDA will carry public liability insurance solely for the protection of NFDA and the Center. Such public liability insurance shall not cover the exhibitors, their property, employees, representatives or agents.

**11. INSURANCE:** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify and hold harmless NFDA, 2019 NFDA International Convention & Expo, its employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorneys fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof. In addition, Exhibitor acknowledges that NFDA and the 2019 NFDA International Convention & Expo do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Convention Center, its owners or managers that result from any act or omission of Exhibitor. Exhibitor shall, at its own expense, secure and maintain the insurance listed below during the full term of the contract, including move-in and move-out. Required coverage: a) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit liability for bodily injury, and b) Worker's Compensation Insurance.

**12. SUITCASING/UNAUTHORIZED SOLICITATION POLICY.** Please note that while all meeting registrants are invited to the 2019 NFDA International Convention & Expo, any registrant who is observed soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied including denial of participation at future NFDA events.

Please report any violations you may observe to NFDA staff. NFDA recognizes that "suitcasing" may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; restaurant, club, or any other public place of assembly. For the purposes of this policy, "suitcasing" violations may occur at venues other than the exhibition floor. NFDA must be informed of any hospitality suites, or other venues used for commercial activity in advance of its show, and expressed consent must be received prior to the event.

**13. PHOTOGRAPHY** Exhibiting, registration and attendance at, or participation in, NFDA's meetings and other activities constitutes an agreement by the registrant to NFDA & The Center's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audio tapes of such events and activities.