



National Association of State Fire Marshals
2014 Annual Conference Exhibitors Space Agreement
TradeWinds Island Resorts, St. Pete Beach, Florida
Monday, July 28, 2014; 2:30 – 5:30 pm plus Exhibitor Reception 5:30-7 pm

EXHIBIT SPACE AGREEMENT

Exhibiting Company Name: _____

Mailing Address (must accept shipments): _____

City/State/Zip/Country (postage code): _____

Telephone: _____ Fax: _____

E-mail: _____

Primary Contact for Exhibit Arrangements: _____

Title: _____

(NOTE: Contact listed above will receive all correspondence regarding NASFM Annual Conference, including the Exhibitor Service Kit)

On-Site Exhibitor: _____

(Note: Name listed above will be the person who will staff your booth/tabletop exhibit)

Additional Attendees:

If you would like to register additional staff for your booth/tabletop, a \$250 per additional person fee will apply:

1. _____ Title: _____

2. _____ Title: _____

Products and services to be exhibited:

Is your company a NASFM Member: () YES () NO

We have exhibited at the following NASFM Events (please check all that apply)

NASFM Annual Conference: _____ 2008; _____ 2009; _____ 2010; _____ 2011; _____ 2012; _____ 2013

EXHIBITOR FEES

Exhibitor Fees include conference registration for one person, general sessions for Monday July 28, 2014, and Exhibitor Reception. If you would like to register additional staff members for your booth/tabletop, a \$250 per additional person fee will apply. There is an additional fee of \$100 per person required to attend the 25th Anniversary Celebration on the afternoon of Tuesday, July 29. One-Day Conference Registration Passes are available for \$250 per person, per day. NOTE: The Exhibitor fee DOES include the Exhibitor Reception, but DOES NOT include lunches, breaks, general sessions, or the 25th Anniversary Celebration Luau. If you wish to attend all or part of these events, you must also complete a conference registration form, and will be charged the applicable fees.

Past Exhibitor:

Tabletop*: \$975 (Member)/\$1,225 (Non-Member)
 Booth**: \$925 (Member)/\$1,175 (Non-Member)
 Additional Person: \$250 per person

New Exhibitor:

Tabletop*: \$1,325 (Member)/\$1,475 (Non-Member)
 Booth**: \$1,275 (Member)/\$1,425 (Non-Member)
 Additional Person: \$250 per person

** Tabletop consists of (1) 6' skirted table and 7"x 44" one-line ID sign*

*** Booth consists of 8' high back wall and 3' high side drape and one 7"x 44" one-line ID sign
 (Please note that the booth price does not include a table or chairs. These items may be ordered separately from event management.)*

Source One Events has been contracted to provide any additional items that you may need. Complete information on ordering items will be included in the exhibitor acceptance packet sent out by Source One.

PLACE YOUR ORDER

Please indicate the quantity of each of the items listed below that you are ordering.

Item	Quantity	Price
Tabletops (see pricing info above) Please note that tabletop exhibits are very limited in number and will be sold on a first-come, first-serve basis.		
Booths (see pricing info above)		
Additional Staff Registration for Booth/Tabletop (July 28) @ \$250 per person		
Additional One-Day Conference Registration Pass (add date:) @ \$250 per person, per day		
The 25 th Anniversary Celebration on afternoon of Tuesday, July 29. Tickets @ \$100 per person		
<i>TOTAL ORDER AMOUNT</i>		

PAYMENT INFORMATION AND ACCEPTANCE OF TERMS

Please check the appropriate box to indicate your payment method.

Check

Checks should be made payable to: NASFM

Mail with completed form to: National Association of State Fire Marshals, Attn: Phil Oakes, Exhibitor's Registration, PO Box 671, Cheyenne, WY 82003

Credit Card: PLEASE NOTE–If paying by CREDIT/DEBIT card, a 4% convenience fee will be added to your total
VISA MasterCard

Credit Card Number: _____ CV Number: _____

Expiration Date: _____

Name as it appears on the card: _____

Billing Address for card if different from above: _____

Exhibitor named below hereby applies for exhibit space at the Exhibition described above. Enclosed with this form is a **deposit for 50% of the total space rental**. By signing below, Exhibitor agrees that this deposit is **NONREFUNDABLE**, except as otherwise expressly stated in Section 9 of the Exhibitor Regulations on this form.

If the 50% deposit does not accompany submission of this form, Exhibitor agrees to pay such deposit within thirty (30) days of invoice. Exhibitor also agrees to pay the remaining 50% fee on invoice and not later than June 26, 2014, **WITHOUT REFUND** except as otherwise expressly stated in Section 9 of the Exhibitor Regulations on this form.

By signing below, Card Holder acknowledges that he/she has read the Exhibitor Regulations on this form, and agrees to be bound by all its terms and conditions. Card Holder's signature also acknowledges that if Card Holder has felt it necessary or desirable, Card Holder has asked about anything unclear, illegible, or unreadable in this form, and has obtained answers that Card Holder regards satisfactory. Card Holder authorizes charges up to the amount of this agreement and agrees not to dispute at any time from the date of submission of this form through the closing of this Show said charges.

Exhibitor's signature below also signifies that Exhibitor has read, understands, and agrees to be bound by all the terms and conditions on this form (including the Exhibitor Regulations, exhibition hall regulations and applicable union contracts, which constitute part of this Agreement). All matters not covered by the Exhibitor Regulations shall be subject to the final judgment and decision of Conference Management.

Card Holder Signature: _____

Date: _____

MAIL, FAX OR EMAIL COMPLETED FORM TO NASFM:

National Association of State Fire Marshals
Attn: Phil Oakes, Exhibitor's Registration
P.O. Box 671 • Cheyenne, WY 82003
Phone: (202) 737-1226 ext. 4 • Fax: (307) 547-2260
Email: admin@firemarshals.org

Please contact Karen Deppa at kdeppa@firemarshals.org with any questions or concerns regarding exhibits.

For use by Conference Management only:

Date received: _____

Amount received: \$ _____ Amount due: \$ _____

Customer #: _____ Booth/Table # assigned: _____

Accepted for NASFM

By: _____

Thank You!

We sincerely appreciate your generous support and commitment to NASFM's Mission!

EXHIBITOR REGULATIONS

National Association of State Fire Marshals Annual Conference Exhibit TradeWinds Island Resorts on St. Pete Beach, Florida Monday, July 28, 2014

1. **Offer and Acceptance.** Exhibitor's submission of the 2014 Exhibit Space Agreement form, with or without a deposit, shall constitute an offer from Exhibitor to enter into such Agreement with the National Association of State Fire Marshals, (hereafter referred to as "NASFM" or "Conference Management"). Such offer can only be accepted by NASFM signing such Agreement. After signing, NASFM will send to Exhibitor a fully-signed copy of the Agreement, which sending shall constitute NASFM's acceptance and cause the Agreement as a whole to become effective. Conference Management reserves the right to determine eligibility of Exhibitor for inclusion in the Exhibition, prior to or after acceptance of this Agreement. Conference Management, in its sole discretion, shall determine the appropriateness of products or services exhibited and reserves the right to prohibit display or advertisement of products or services which are considered inappropriate. The Exhibitor Regulations are subject to amendment by NASFM with reasonable notice to the Exhibitor.

2. **Arrangements of Exhibits.** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with the Exhibitor Regulations and the regulations set forth in the Exhibitor Service Kit must be submitted to Conference Management before construction is ordered and/or begun. The Exhibitor Service Kit will be supplied to Exhibitor approximately four months before the Exhibition. With or without prior inspection, Exhibitor understands that by signing the 2014 Exhibit Space Agreement form, Exhibitor agrees to be bound by the Exhibitor Service Kit, which shall form part of the Agreement.

3. **Soliciting/Photographs.** Exhibitor is prohibited from distributing (i) literature, souvenirs, or other items from outside the boundaries of Exhibitor's booth, and (ii) literature, souvenirs, or other items that are other than Exhibitor's own materials; in each case, unless Exhibitor has obtained Conference Management's prior written approval. These prohibitions apply before, after, or during Exhibition hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid exhibitor is strictly forbidden. Exhibitor is prohibited from taking photographs of other exhibits or other aspects of the Exhibition, without Show Management's prior written approval. Exhibitors may photograph only their own booth(s).

4. **Exhibitor Personnel and Others.** Technical specialists, qualified to discuss engineering details of their products, must staff booths at all times during Exhibition hours. Conference Management reserves the right to prohibit an exhibit or part of an exhibit that, in Conference Management's sole discretion, may detract from the character or nature of the Exhibition.

5. **Remedies.** If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as determined by Conference Management) after Exhibitor has received written notice from Conference Management specifying the breach, Conference Management shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being rented by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and/or (iv) exercise any other remedy available by rule of law. In addition, Conference Management may keep any and all monies received from Exhibitor as liquidated damages, it being understood that NASFM's losses and damages from Exhibitor's breach of the Agreement as well as a precise value for services provided by NASFM prior to the conclusion of the Exhibition are difficult to ascertain and that the agreed liquidated damages are not intended and may not be construed as a penalty. Upon cancellation of the Agreement, Conference Management may (without prejudice to any other available remedy) rent Exhibitor's space to any other exhibitor, or use such space in any other manner as Conference Management deems necessary, in its sole discretion, without any obligation to Exhibitor.

6. **Unoccupied Space.** If any of Exhibitor's space remains unoccupied on opening day of the Exhibition, Exhibitor shall be deemed to have abandoned such space. Thereafter, Conference Management shall have the right to rent such space to any other exhibitor, or use such space in any other manner as Conference Management deems necessary, in its sole discretion, without any obligation to Exhibitor. This Section shall not be construed as affecting the obligation of Exhibitor to pay the full amount specified in the Agreement for space rental.

7. **Liability.** Exhibitor agrees to make no claim for any act or omission of Conference Management taken in accordance with the Exhibitor Regulations. Neither Conference Management nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's employees, invitees, licensees, or guests, or Exhibitor's property, from any cause whatsoever. Under no circumstances shall Conference Management or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor acknowledges that the risk allocations of this Section are reasonable based on the

understanding that Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. Conference Management shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor's booth or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of Conference Management. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold NASFM, the exhibition hall, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitors agents, employees, independent contractors, or representatives, whether within or without the scope of authority.

8. Insurance. For the term of the Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to Conference Management. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. Conference Management shall be added as an additional insured to such insurance.

Exhibitor's insurer shall confirm to Conference Management that such insurance cannot be cancelled or changed without thirty (30) days prior written notice to Conference Management. Exhibitor agrees to provide Conference Management a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition.

9. Force Majeure. In case the Exhibition hall is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for Conference Management to permit Exhibitor to occupy the assigned space during any part or the whole of the Exhibition, then during such circumstances Conference Management, the building management, and their respective privies will be released and discharged from the obligation to supply space, and Exhibitor will not be reimbursed a share of the booth rental previously received by Conference Management from Exhibitor. NASFM reserves the right to cancel, re-name, or relocate the Exhibition or change the dates on which it is held. If NASFM changes the name, relocates to another facility within the same city, or changes the dates for the Exhibition to dates that are not more than 30 days earlier or later than the dates originally scheduled, no refund will be due Exhibitor and NASFM shall assign to Exhibitor such other space as NASFM deems appropriate. In such case, Exhibitor agrees to use such space under the terms of the Agreement.

10. Jurisdiction and Attorney Fees. Should any legal action be commenced to resolve any dispute under the Agreement Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in Cook County, Illinois, and agrees that no such action may be brought in a forum not located in Cook County, Illinois.

11. Taxes and Licenses. Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Exhibitor's activity at the Exhibition, including licenses to use music or other intellectual property. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, use fees, or other charges that may become due to any governmental authority concerning Exhibitor's activities related to the Exhibition.

12. Cancellations. In the event that Exhibitor wishes to cancel some or all of its allotted exhibit space, Exhibitor may request and Conference Management may grant such cancellation, but only with the following understandings; (i) all cancellations must be requested in writing and addressed to NASFM at the address below; (ii) Conference Management is not required to refund any portion of moneys (the 50% deposit, full fee, or otherwise) previously paid by Exhibitor; (iii) if Exhibitor's cancellation request is received by Conference Management after the Agreement has become effective, Exhibitor nevertheless agrees to pay the full fee based on the original space requirements, before such cancellation will become effective. Conference Management assumes no responsibility for having included the name of Exhibitor in the Exhibition catalog, brochures, news releases, or other materials.

13. Changes. If Exhibitor requests an increase of its booth space after the Agreement has become effective, Conference Management will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment, and other circumstances then prevailing. If Exhibitor requests a change that leads to a net reduction of booth space from original requirements, such request shall be covered by Section 12 above.

14. No Assignment or Subletting. Exhibitor shall not assign this Agreement or assign, sublet, share or apportion the whole or any part of the exhibit space to any other person without the written consent of Conference Management.

15. Other Matters. The Exhibition is owned, managed, and produced by the National Association of State Fire Marshals (NASFM), whose main office is at 327 North Main Street suite 106, Burns, WY 82053 USA. All matters not covered by the Exhibitor Regulations shall be subject to the final judgment and decision of Conference Management.