

NGAUS 2019 Exhibition Rules

Purpose

The 141st NGAUS General Conference & Exhibition provides a venue for feedback from NGAUS to its members and allows members and guests to discuss major issues affecting the National Guard. One major purpose of the General Conference is the development and passing of resolutions. These resolutions provide the agenda for the next year's legislative plan. A second major purpose is to conduct a tradeshow that promotes and facilitates industry's latest equipment, technology and support of the country's National Guard.

Location of Conference

The 141st NGAUS General Conference & Exhibition will be held at the Colorado Convention Center.

Eligibility

NGAUS has the sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

Direct Sales

NGAUS does not permit direct sales to attendees on the show floor. There shall be no business-to-consumer booths permitted. Any direct selling on the floor will lead to immediate expulsion. Any exchange of currency or credit card transaction is prohibited.

Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by NGAUS at all times while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. NGAUS reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

Attendance

Admission policies shall remain, at all times, the prerogative of NGAUS, and may be revised or amended to suit unforeseen conditions.

Payment for Contracted Space

50% deposit due by March 1, 2019. 100% due May 31, 2019. Contracts accepted after May 31, 2019 must submit payment in full within 15 days of acceptance. Exhibit space must be paid in full to set up to exhibit. Failure to make payment does not release the company from the contracted financial obligation.

Insurance

Exhibitors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Proof of such insurance shall be provided to NGAUS or its agent or representative upon request.

Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by NGAUS. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before the specified conclusion of the dismantling period set by NGAUS.

Union Labor

Exhibitor shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work.

Electrical Safety

All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

Damage to Property

Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

Relocation and Floor Plan Revisions

NGAUS retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

Display

NGAUS shall have full authority for approval or arrangement and appearance of items displayed. NGAUS may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to NGAUS for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at 5 pm the day before the scheduled opening of the show, NGAUS may authorize the official decorator to complete the necessary finish and the exhibitor must pay all charges involved thereby. Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

Height and Non-Blocking Regulations

All exhibit display construction design must conform to the regulations set forth in the "Display Rules and Regulations," a copy of which is supplied to each exhibitor in the Exhibitor Service Manual. "Display Rules and Regulations" provides details as to what is allowed for exhibitor's booth so as to enable use of the space without detriment to neighboring exhibitors or the Exhibition.

Alcoholic Beverages

The dispensing, distribution or use of alcoholic beverages in the Exhibition hall is prohibited without the expressed prior approval of NGAUS.

Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

Lotteries or Contests

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only on written approval from NGAUS.

Demonstrations and Noise

Noisy or obstructive work will not be permitted during open hours of the Exhibition, nor will noisily operating displays, nor exhibits producing objectionable odors. NGAUS shall have sole discretion in determining what is noisy, obstructive or objectionable. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by NGAUS.

Music

Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. NGAUS is not responsible for any licensing fees for music played in exhibitor's booth.

Subleasing

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of NGAUS shall, in all instances, be final with regard to use of exhibit space.

Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by NGAUS, and re-allocated or reassigned for such purposes or use NGAUS may see fit.

Cancellation or Change of Exhibition

In the event that the premises in which the Exhibition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of NGAUS or its agents, the Exhibition may be canceled or moved to another appropriate location, at the sole discretion of NGAUS. NGAUS shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of NGAUS. Causes for such action beyond the control of NGAUS shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, indement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Colorado Convention Center, municipal, state or federal laws, or act of God. Should NGAUS terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of NGAUS and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by NGAUS through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

Cancellation by Exhibitor

In the event of cancellation by an exhibitor, NGAUS shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

- March 1, 2019 through May 31, 2019 50% of total booth rental fee.
- After May 31, 2019, 100% of total booth rental space fee.

NGAUS must receive written notification of the cancellation by email, registered or certified mail. The Date cancellation notice is received by NGAUS will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, NGAUS reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against NGAUS, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exhibition as scheduled; nor for any action or omission of NGAUS. The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. NGAUS shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents, representatives or personal property.

Indemnification

Exhibitor agrees to indemnify NGAUS, its employees, agents, or representatives against—and hold them harmless for—all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives, and any claims for injury to exhibitor, its employees, agents, representatives, or event attendees.

Waiver of Rights

Any rights of NGAUS under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of NGAUS.

Amendment and Additional Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of NGAUS. NGAUS may, at any time, amend or add to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

Agreement to Rules

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by NGAUS.