

NIGP 74th Annual Forum and Products Exposition Rules

1. Purpose

The objective of the Annual Forum and Products Exposition is to further NIGP's objectives by providing a forum through exhibits and sessions. Exhibitors are limited to firms, organizations and agencies whose exhibits are in harmony with the purpose of this Exposition. Active selling or order taking is NOT permitted.

2. Location of Exhibits

The Exposition will be held at the Austin Convention Center, Austin, TX.

3. 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 NIGP shall, in all instances, be final with regard to use of exhibit space.

4. 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 NIGP, and re-allocated or reassigned for such purposes or use NIGP may see fit.

5. Eligibility

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

6. Cancellation or Change of Exposition

In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of NIGP or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of NIGP. NIGP 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 NIGP. Causes for such action beyond the control of NIGP shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement 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 Austin Convention Center, municipal, state or federal laws, or act of God. Should NIGP terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising there from. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of NIGP 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 NIGP through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

7. Cancellation/Decrease by Exhibitor

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

November 2, 2018 - December 31, 2018, 50% of total booth rental fee.

After January 1, 2019 100% of total booth rental space fee.

NIGP must receive written notification of the cancellation/decrease. Date cancellation/decrease notice is received by NIGP will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, NIGP 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/decrease assessment. Appropriate payment must be received within 15 days of cancellation/decrease.

8. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against NIGP, 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 Exposition as scheduled; nor for any action or omission of NIGP. 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. NIGP shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

9. Exhibitor Insurance

The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name NIGP, J. Spargo & Associates, Inc., Austin Convention Center and Hargrove, the General Contractor as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to Show Management or its agent or representative within three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

10. 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.

11. Installing, Exhibiting, Dismantling

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

12. 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.

13. 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.

14. Alcoholic Beverages

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

15. 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.

16. Lotteries, Contests/Games, Drawings and Giveaways

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 NIGP. The operation of games of chance, lottery devices or other general drawing prizes and giveaways will be of nominal value (a suggested guideline of \$10). To obtain approval for such activities, exhibitors must complete the Booth Activity Form and/or the Giveaway Approval Form on the online Exhibitor Resource Center no less than 30 days prior to the first day of move in. Approval of giveaways is at NIGP's discretion. Exhibitors found distributing materials that have not been approved or are not in compliance with this policy may be asked to cease distribution. Gifts, prizes, giveaways or entertainment will only be accepted by attendees in accordance with the procurement professionals' employer policies.

17. Noise and Odors

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. NIGP shall have sole discretion in determining what is noisy, obstructive or objectionable. Sound within a booth may not exceed 80dB. Sound must be at a level that does not disturb neighboring exhibits (80 decibels when measured by NIGP Exposition Management from any adjacent aisle) and presentations must be done in a manner that does not encourage congregation of attendees in the aisles.

18. Music

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

19. Obstruction of Aisles or Booths

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 NIGP.

20. Attendance

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

21. 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 NIGP at all times while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. NIGP reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

22. 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 by NIGP. "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 Exposition.

23. 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.

24. Use of Space

Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

25. Display

NIGP shall have full authority for approval or arrangement and appearance of items displayed. NIGP may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to NIGP 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 two hours before the scheduled opening of the show, NIGP shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby.

26. Exhibitor Representative's Responsibility

Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

27. Attendee Code of Conduct

NIGP is dedicated to providing a safe, friendly, welcoming, and harassment-free environment for all conference attendees and participants regardless of gender, gender identity or expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, or religion. NIGP has adopted a code of conduct which outlines expectations for all attendees and participants, including member and non-members attendees, speakers, contractors, exhibitors, sponsors, guests and volunteers. Cooperation is expected from everyone and NIGP will actively enforce this code throughout the event.

28. Waiver of Rights

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

29. Relocation and Floor Plan Revisions

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

30. Amendment and Addition Rules

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

31. 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 NIGP.