

2022

NAFCD • NBMDA Annual Convention

2022 NAFCD + NBMDA Tabletop Exhibitor Application

November 1-3, 2022 • Hyatt Regency Chicago • Chicago, IL

Organization Affiliation

☐ NAFCD ☐ NBMDA



Please note: This is a tabletop display — not a tradeshow. Only tabletop displays are permitted. See reverse side for regulations.

Company Information

COMPANY NAME (Please indicate the company name **exactly** as you wish it to appear on all official event listings.)

CONTACT (Please indicate to whom all future exhibit information should be sent.)

TITLE

CONTACT EMAIL

COMPANY ADDRESS

CITY

STATE/PROV

COUNTRY

ZIP CODE

PHONE

DATE

WEB SITE

Dimensions and Fees

- ☐ Tabletop 10' x 10' Member (\$3,895)
- ☐ Tabletop 10' x 10' Non-Member (\$6,500)
- ☐ First Time Exhibitor 10' x 10' Rate (\$3,295)
- ☐ Tabletop 10' x 20' Member (\$7,795)
- ☐ First Time Exhibitor 10' x 20' Rate (\$6,595)
- ☐ 2022 NAFCD or NBMDA Education Supporter
EDU Supporter Packages include a 10x10 booth. For larger booths, payment must be received to cover the difference

Fee Includes: Exhibitors wishing to send more than two individuals will be required to pay an additional registration fee. For a 10x10, two (2) individual registrations will be provided. For a 10x20, four (4) individual registrations will be provided. In addition, each booth package is provided with: one (1) 6' Table, two (2) chairs, one (1) wastebasket and one (1) booth sign at no additional cost. Member pricing is extended only to those exhibitors that have paid their membership dues. For 2022, carpeting is included with your booth space based on our location.

Display Space Preferences (Floorplan can be found at www.distributorconvention.org.)

1. _____ 2. _____ 3. _____ 4. _____

Booth assignments are not official until full payment is received and confirmed in writing by the host organizations.

Please use the additional page attached to select up to three (3) products/services which your company supplies to distributors.

Please locate my booth near _____ Do not place my booth near _____ (List Company Name/s)

Payment Information

Return completed form to Scott Narug, Senior Sales Manager via e-mail at snarug@distributorconvention.org.

Please Note: If you participate in 2021 onsite space selection, your booth payment will be due by March 1, 2022.

If you contract outside of the 2021 onsite space selection process, payment is due in full by August 5, 2022.

Failure to pay by the above deadline will result in your space being released. After **October 7, 2022**, payments must be paid via credit card or wire to ensure they are received prior to the event. Your invoice will provide more details for payment submission.

Rollover from 2021: Please note if you chose to rollover your balance from 2021, this will be reflected on your 2022 invoice.

- ☐ Check (Submit payment via check upon receipt of your invoice.)
- ☐ Credit Card (Options for submitting payment via credit card will follow in your written confirmation.)

To view floorplan please visit www.distributorconvention.org.

Questions? Contact Scott Narug, NAFCD + NBMDA Sales at 312.673.5974 or snarug@distributorconvention.org.

Acceptance (Unsigned Contracts Will Not Be Accepted)

I have read, understand and fully agree to abide by the event regulations outlined on the reverse side of this form and which are part of this contract and will advise our company personnel of the need to conform to these regulations.

NAME

SIGNATURE

DATE

Rules and Regulations

This is a tabletop business session, not a tradeshow! The following regulations will be strictly enforced:

Each 10x10 booth package purchased will include two (2) individual registrations. If you contract a 10x20 booth, you will have four (4) individual registrations included with your package. In addition, each 10x10 display space is provided with: one (1) 6' x 2' display table, two (2) chairs, one (1) wastebasket and a booth sign at no additional cost. For 2022, carpeting is included with your space based on our location. Member pricing is extended only to those exhibitors that have paid their membership dues. Additional furniture may be ordered by the display holder for use in their space, provided that the items are not utilized for display purposes. (To enhance personal discussions, a roundtable with extra chairs is recommended. These optional items are to be ordered by the booth holder.) Please note that up to (2) floor-standing items (pull-up banner back drop display, sample rack or shelving unit) are permitted. All pull-up banners and back drop displays must be placed on the table or along the back of your display space for branding purposes. All other items must be connected to the tabletop space. The host organizations reserve the right to remove any items not in compliance with this policy onsite. Floor-standing items must not exceed 8 feet in height. Tabletop models or displays must NOT exceed the height of 4 feet (72") above the table. No display material may extend beyond the width or length of the table. Audio/visual equipment is permitted as part of the tabletop display provided it does not interfere with the operation of neighboring displays. Appointments are highly recommended throughout the day. All additional exhibit personnel beyond the two included with registration are required to register for the event and pay the appropriate fee.

Payments, Cancellations & Refunds

Exhibitors that participate in the 2021 onsite space selection process must remit the full Exhibit Booth Fee no later than March 1, 2022 in order to retain their booth space on the floorplan. Exhibitors that contract after the 2021 onsite space selection concludes, will owe their full booth invoice by August 5, 2022. Without payment, show management reserves the right to remove the exhibitor from the floorplan. Credit card payments can be made using the payment link provided on your invoice via American Express, Discover, MasterCard or Visa. Checks must be payable to your respective organization, NAFCD or NBMDA and can be remitted to the address provided at the bottom of your invoice.

Cancellation of Full or Partial Space By Exhibitor

Cancellation of exhibit space must be directed via email to Kelsey Kwasniak, Tradeshow Coordinator at exhibits@distributorconvention.org, provided that the cancelling Exhibitor obtains confirmation of NAFCD or NBMDA's receipt of the email on or before the cancellation deadline. For cancellations of space received between the initial signed contract receipt and July 22, 2022, Exhibitor is responsible for, and NAFCD/NBMDA shall be entitled to retain, 50% percent of the total Exhibit Booth Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space between initial contract receipt and July 22, 2022, Exhibitor is responsible for, and NAFCD/NBMDA shall be entitled to retain, 100% percent of the total Exhibit Booth Fee as a cancellation fee. Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after July 22, 2022. Should an Exhibitor cancel even partial space on or after July 22, 2022, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space. Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to NAFCD/NBMDA cancellation pursuant to Section 7.

Cancellation or Changes to 2022 Distributor Convention By NAFCD/NBMDA

If for any reason beyond NAFCD/NBMDA's control NAFCD/NBMDA determines that the 2022 Distributor Convention must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that NAFCD/NBMDA shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of NAFCD/NBMDA or its direct ors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to NAFCD/NBMDA for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc. Exhibitor, as a condition of being permitted by NAFCD/NBMDA to be an Exhibitor in the Show, agrees to indemnify, defend and hold harmless NAFCD/NBMDA, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Show cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside NAFCD/NBMDA's control. The terms of this provision shall survive the termination or expiration of this Contract.

Eligibility to Exhibit

NAFCD/NBMDA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of NAFCD/NBMDA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should NAFCD/NBMDA determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), NAFCD/NBMDA may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

Subletting of Exhibit Space Prohibited

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of NAFCD/NBMDA as determined by NAFCD/NBMDA in its sole discretion.

Promotional Activities

Further, Exhibitors shall not engage in any promotional activities which NAFCD/NBMDA determines to be outside the purpose and/or character of The NAFCD/NBMDA Distributor Convention as determined by NAFCD/NBMDA in its sole discretion.

Intellectual Property Matters

The Exhibitor represents and warrants to NAFCD/NBMDA that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify IABC of any information.

Rules and Regulations

This is a tabletop business session, not a tradeshow! The following regulations will be strictly enforced:

1. Use of NAFCD & NBMDA Name

NAFCD & NBMDA, 2022 Annual Distributor Convention, and Event logo are registered trademarks owned by the NAFCD/NBMDA. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the NAFCD & NBMDA 2022 Annual Distributor Convention. Participation in the Event does not imply endorsement or approval by NAFCD & NBMDA of any product, service or participant and none shall be claimed by any participant.

2. Set-Up Time

Set-up of exhibits begins in the Facility at 12:00PM CST, Wednesday, November 1, 2022. If an exhibit is not set-up by 4:00PM CST, Wednesday, November 2, 2022, NAFCD & NBMDA reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. NAFCD & NBMDA reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. NAFCD & NBMDA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to NAFCD & NBMDA's election of any rights under this Section 14.

3. Exhibit Hall Hours

Wednesday, November 2, 2022
5:00PM CST – 6:30PM CST (Welcome Reception)

Thursday, November 3, 2022
10:00AM CST – 5:00PM CST

4. Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the Exhibit Hall on Thursday, November 3, 2022, 5:00PM CST. No part of an exhibit shall be removed during the Show Hours without special permission from NAFCD & NBMDA. Should Exhibitor begin dismantling its booth before the close of the NBMDA events. Exhibit Hall, exhibitor may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future NAFCD & NBMDA events.

All freight must be removed from Facility by 7:00PM CST, Thursday, November 3, 2022. If exhibits are not removed by this time, NAFCD & NBMDA reserves the right to remove exhibits and charge the expense to Exhibitor and NAFCD & NBMDA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

5. Badges

Exhibitor with a 10x10 booth will be provided two (2) Exhibitor Full Conference Badges as part of their booth package. Exhibitors with a 10x20 booth will be provided four (4) Exhibitor Full Conference Badges as part of their booth package. Exhibitor badges are for exhibitor's full and part time employees or contractors. Exhibitor badges allow access to the Exhibit Hall during the below move-in, move-out and show hours.

Move-In
Tuesday, November 1, 2022
12:00PM CST – 5:00PM CST

Wednesday, November 2, 2022
8:00AM CST – 4:00PM CST

Show Hours
Wednesday, November 2, 2022
5:00PM CST – 6:30PM CST
(Welcome Reception)

Thursday, November 3, 2022
10:00AM CST – 5:00PM CST

Move-Out
Thursday, November 3, 2022
5:00PM CST – 7:00PM CST

Event attendees do not have access to the Exhibit Hall until Wednesday, November 2, 2022 at 5:00PM CST. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of NAFCD & NBMDA, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future NAFCD & NBMDA events. NAFCD & NBMDA reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

6. Minimum Age for Admission

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of (16) will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

7. Exhibitor Liability

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither NAFCD & NBMDA, its directors, officers, employees, agents, subcontractors, nor SmithBucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause. EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

8. Indemnification

Exhibitor agrees that it will indemnify, defend and hold Show Management, NAFCD & NBMDA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or NAFCD & NBMDA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON

Rules and Regulations

This is a tabletop business session, not a tradeshow! The following regulations will be strictly enforced:

SHOW MANAGEMENT OR NAFCD & NBMDA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

9. Insurance

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before October 28, 2022 evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

NAFCD & NBMDA, SmithBucklin Corporation and the Hyatt Regency Chicago, are to be listed as additional insureds on a primary and noncontributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to:
330 North Wabash Avenue, Suite 2000
Chicago, IL 60611
Attn: Kelsey Kwasniak, exhibitors@distributorconvention.org

10. Use of Space — General

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. NAFCD & NBMDA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the 2022 Annual Distributor Convention.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with NAFCD & NBMDA. Details should be submitted to Show Management via email to exhibitors@distributorconvention.org at least 10

business days prior to the start of the Event. NAFCD & NBMDA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

(f) NAFCD & NBMDA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of NAFCD & NBMDA. Exhibitor must abide by all Illinois, Cook County and Chicago statutes and regulations regarding drawings, games of chance and raffles.

(g) No animals are permitted in the Facility other than service animals.

(h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in September 2022. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email exhibitors@distributorconvention.org.

(i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice)
+1.800.514.0383 (TTY), website: www.ada.gov

(j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.

(k) The Hyatt Regency Chicago is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from Hyatt Regency Chicago. If you are contacted by ANY company except Hyatt Regency Chicago about hotel reservations for the 2022 Annual Distributor Convention, please inform Show Management at exhibitors@distributorconvention.org. NAFCD & NBMDA shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

(l) All booth personnel must be properly and modestly clothed.

(m) Hyatt Regency Chicago, the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, Hyatt Regency Chicago will allow

Rules and Regulations

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Exhibitor to bring its own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the Exhibitor has signed and submitted Hyatt Regency Chicago sampling and waiver of liability form which can be found in the Exhibitor Services Manual. If Hyatt Regency Chicago is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted.

(n) All booth floors must be covered. For 2022, carpeting is included with your booth package.

(o) Exhibitor, at NAFCD & NBMDA's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the NAFCD & NBMDA, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the NAFCD & NBMDA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that NAFCD & NBMDA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.

(p) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.

(q) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

11. Use of Space — Lights/ Audio / Vehicles Etc.

(a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.

(b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.

(c) No strobe light effects are permitted.

(d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

(e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

12. Meetings & Displays Outside Exhibit Area

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend

invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by NAFCD & NBMDA.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by NAFCD & NBMDA

13. Hotel Rooms, Suites & Meeting Rooms

NAFCD & NBMDA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the NAFCD & NBMDA housing block. These controls have already been set up with each property. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of 2022 Annual Distributor Convention are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with NAFCD & NBMDA.

14. Attendee Lists

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of NAFCD & NBMDA. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold NAFCD & NBMDA its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

15. Fire Regulations

(a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Chicago Fire Prevention Division.

(b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Chicago Fire Prevention Division and from NAFCD & NBMDA. A heat producing device form to request approval from the Chicago Fire Prevention Division is included in the Exhibitor Services Manual.

(c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Dallas Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

Rules and Regulations

This is a tabletop business session, not a tradeshow! The following regulations will be strictly enforced:

16. Labor Relations

(a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through Freeman. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.

(b) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Freeman controls access to the loading docks in order to provide for a safe and orderly move in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

17. Exhibitor Services Manual

In September 2022, Freeman will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

18. Warranties

NAFCD & NBMDA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, NAFCD & NBMDA, or their respective employees, agents or contractors.

19. Amendments / Interpretation

NAFCD & NBMDA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. NAFCD & NBMDA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of NAFCD & NBMDA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of NAFCD & NBMDA.

20. Enforcement / Miscellaneous

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or NAFCD & NBMDA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

21. Limitation of Liability

IN NO EVENT SHALL THE FACILITY, 2021 Annual Distributor Convention, NAFCD & NBMDA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "NAFCD & NBMDA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NAFCD & NBMDA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NAFCD & NBMDA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE NAFCD & NBMDA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY NAFCD & NBMDA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

22. Personal Information Consent

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY NAFCD & NBMDA (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT NAFCD & NBMDA; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF NAFCD & NBMDA IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN NAFCD & NBMDA'S PRIVACY POLICY.