

# **NARI Milwaukee, Inc.**

## **Remodeler & Supplier Expo Terms and Conditions, Rules and Regulations**

1. This application form constitutes merely an offer to enter into a contract with NARI Milwaukee for the use and occupancy of designated exhibit space at the NARI Milwaukee Remodeler & Supplier Expo (Expo). The completion and tendering of this form and/or payment of all or any part of the applicable cost shall not create a contract binding upon NARI Milwaukee until such time as the application has been formally accepted by NARI Milwaukee.
2. NARI Milwaukee expressly reserves the right to reject any application and return any payment accompanying such application for any reason which NARI Milwaukee may deem appropriate, or for no reason whatsoever. NARI Milwaukee shall have absolute and exclusive discretion to determine which applications shall be accepted and which applications shall be rejected, and any application may be rejected with or without cause.
3. Any application which is accepted by NARI Milwaukee shall, upon such acceptance, become a binding agreement with NARI Milwaukee and Exhibitor.
4. By tendering this application and upon the acceptance thereof by NARI Milwaukee, Exhibitor expressly agrees to be bound to the following:
  - A. All rules, regulations and requirements described on this document, including the reverse side hereof.
  - B. All rules, regulations and requirements set forth in any written materials pertaining to NARI Milwaukee Remodeler & Supplier Expo which may be promulgated by NARI Milwaukee, Inc. at any time hereafter.
  - C. Any verbal instructions given by any authorized representative of NARI Milwaukee during the course of the NARI Milwaukee Remodeler & Supplier Expo.
  - D. All rules, regulations and requirements which govern the members of the NARI Milwaukee, Inc., including, but not limited to, NARI Milwaukee, Inc. By-laws and Code of Ethics.
5. Any Exhibitor who fails to comply with any of the terms of this agreement between NARI Milwaukee and Exhibitor, including rules, regulations and requirements as described above, is, in the sole discretion of NARI Milwaukee, subject to immediate ejection for the Expo and shall be liable to NARI Milwaukee for all damages resulting there from, provided further, however, that nothing herein shall prevent NARI Milwaukee from seeking to specifically enforce the terms of the agreement, including such rules, regulations and requirements, in lieu of, or in addition to, seeking money damages for any breach. In any event, Exhibitor shall be liable to NARI Milwaukee for any expenses incurred by NARI Milwaukee as a result of any breach of the agreement between NARI Milwaukee and Exhibitor, and such expenses shall include, without being limited to, all court costs and actual attorney fees. In addition, any Exhibitor who is ejected from the Expo for failure to abide by the terms of this agreement shall be subject to disciplinary action by the NARI Milwaukee Board of Directors, up to and including revocation of Exhibitor's membership in NARI Milwaukee.

Irregular Advertising – The Expo is limited to those persons, firms, corporations, and other entities that have contracted and paid for exhibit space in the Expo facility. No other persons, firms, corporations, or other entities will be permitted to demonstrate products, solicit orders, or distribute advertising matter on the floor of the Expo or the Expo facility. Any person violating this rule will be promptly ejected from the event venue.

## **APPLICATION/CONTRACT**

a) This application form constitutes merely an offer to enter into a contract with NARI Milwaukee, Inc. (NARI Milwaukee) for use of designated space at the Remodeler & Supplier Expo. The completion and tendering of this form and/or payment of all or any part of the application cost shall not create a contract until such time as the application has been formally accepted by Expo management.

b) Expo management expressly reserves the right to reject any application and return any payment accompanying such application for any reason or for no reason whatsoever.

c) Any application which is accepted by Expo management shall upon acceptance become a binding agreement between NARI Milwaukee and Exhibitor.

Payment for Exhibit Space – All monies paid shall be retained by the Expo in the event Exhibitor fails to fulfill or violates contract withdraws.

Insufficient Funds – Checks returned for insufficient funds or closed accounts shall be charged a \$25 returned check charge. If debtor fails to act within 10 days, the returned check and returned check charge shall be turned over to legal counsel for collection and debtor shall be responsible for all court and attorney fees.

## **LIABILITY AND INSURANCE**

a) Each Exhibitor must make provision for the safe-guarding of his/her/its goods from the time they are placed in his/her/its booth until they are removed by the Exhibitor.

NARI Milwaukee will not be responsible for, or guarantee to Exhibitor, the safety of exhibit material against fire, accident, theft, or any loss or injury whatsoever.

b) It is agreed that Exhibitor shall assume all liability for damage to Expo facility caused by his/her/its exhibit, and shall indemnify NARI Milwaukee from and against any liability that might ensue by reason of his/her/its exhibit or presence at the Expo.

Fire Regulations – All decoration must be flame proof and must stand a fire test as prescribed by the fire ordinance of the City.

Storage – Storage and handling of crated exhibit materials may be available on a limited basis with a charge to Exhibitor by the event venue or decorator service.

Electrical Compliance – Electrical wiring and equipment must meet electrical codes of the City.

Assignment And Use By Others – No Exhibitor may assign his/her/its agreement for exhibit space or permit any other person to use any part of such space.

Cancellation Policy – No refunds will be given, and all monies deposited will be forfeited, if contract is cancelled regardless of cause.

Force Majeure – In the event the event venue or any part of the exhibit areas thereof are unavailable whether for the entire event or a portion of the event as a result of fire, flood, tempest, or any other such cause or as a result of governmental intervention, pandemic, epidemic, malicious damage, acts of war, strike, lock-out, labor dispute, riot, or any other cause or agency over which the Show has no control, or should the Show decide that because of any such cause it is necessary to cancel, postpone, or re-site the Show, or reduce the installation time, Show time, or move-out time, the Show shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect as a result thereof.

Competitive Exhibits – In order to create a harmonious and attractive atmosphere for patrons of the Expo, Exhibitors shall not distribute anywhere within the Expo premises or display materials at their Exhibit that mentions by name any competitor who is also an Exhibitor at the Expo. NARI Milwaukee shall have the right to enforce this rule by physically removing any materials or displays that violate this rule from the Expo premises. NARI Milwaukee shall have no liability to any Exhibitor or to any other party for any lost or damaged materials so removed.

Exhibit Space Flooring – All flooring for exhibit spaces will consist of that which the event facility is outfitted with (i.e. carpet, vinyl, wood, etc.). Exhibitor is prohibited from using any flooring materials in their booth space in addition to that which the event facility is outfitted with.

Children Under 18 – All children under the age of 18 years must be supervised and must remain within the Exhibitor's exhibit space during set-up, break-down and Expo hours.

Staffing Exhibit Space – All exhibit tables must be manned at all posted Expo exhibit hours. Each Exhibitor is responsible for staffing their table 15 minutes prior to Expo opening and during posted Expo exhibit hours.

Exhibitor Kit – By signing this contract, you also agree to any/all rules, guidelines and regulations which are included in the Exhibitor Tools, event venue Requirements, local Fire Department Regulations, table top exhibit height regulations, and Exhibitor Ticket Information.

Pets/Animals – No animals, except service animals, shall be allowed on the premises during Expo set-up, break-down and/or hours of the Expo.

Photography/Videography - This contract is a revocable license to attend the designated event (the "Event"), granted to you by NARI Milwaukee Inc. ("NARI Milwaukee"). Such license may be revoked by NARI Milwaukee and admission refused for any reason. By accepting admission to the Event, you hereby acknowledge your permission to use your image and likeness in connection with photo or video taken at the Event, for marketing or other purposes.

Amendments – Expo management shall have the full power in the interpretation and enforcement of all contract regulation contained herein and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for the proper conduct of the event.