



# THE NBM SHOW

## EXHIBIT SPACE COMMITMENT

## INVOICE

FAX: (303) 465-3424	MAIL: THE NBM SHOW, PO BOX 1416, Broomfield, CO 80038	www.THENBMSHOW.com/exhibit
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### COMPANY INFORMATION

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

WEBSITE \_\_\_\_\_

By signing this Exhibit Space Commitment, I hereby agree that I have read and understand the **Terms and Conditions** on page 2 of this agreement, along with NBM Events Rules & Regulations found in the *exhibitor services manual*.

*\*All rights remain with NBM EVENTS until receipt and acceptance of written contract and full payment.*

### CHOOSE YOUR LOCATION(S) FOR THE NBM SHOW HERE

2020	Booth Size (i.e. 100', 200', etc.)	Exhibit Space Rate	Early-Bird Savings* (\$1.00 per sq. ft.)	Corner Fees (\$200 each)	Additional	Per Show Total
<b>Santa Clara, CA</b> February 7-8, 2020		X \$23 per sq. ft. -	by July 8, 2019	+	+/-	=
<b>Irving, TX</b> March 12-14, 2020		X \$30 per sq. ft. -	by August 12, 2019	+	+/-	=
<b>Providence, RI</b> May 15-16, 2020		X \$27 per sq. ft. -	by October 15, 2019	+	+/-	=
<b>Indianapolis, IN</b> June 11-13, 2020		X \$30 per sq. ft. -	by November 11, 2019	+	+/-	=
<b>Richmond, VA</b> July 17-18, 2020		X \$27 per sq. ft. -	by December 17, 2019	+	+/-	=
<b>Long Beach, CA</b> August 13-15, 2020		X \$30 per sq. ft. -	by January 13, 2020	+	+/-	=
<b>Cleveland, OH</b> September 25-26, 2020		X \$27 per sq. ft. -	by February 25, 2020	+	+/-	=
<b>Charlotte, NC</b> November 5-6, 2020		X \$27 per sq. ft. -	by April 6, 2020	+	+/-	=

### BOOTH LOCATION AND CONFIGURATION PREFERENCES

Preference(s) on location and/or preferred booth # : \_\_\_\_\_

#### NOTES:

Preference(s) on configuration:    Island        In-line        Corner

Booth assignments begin approximately 120 days prior to event, subject to receipt and acceptance of exhibit space agreement. **All exhibit space payments due in full 90 days prior to event.**

**Special Early Bird Savings\*** - Signed contract is due 7 months prior to first day of event.

#### PLEASE NOTE:

Modification to this agreement, late payments or cancellations may result in forfeiture of amounts paid and/or benefits or may result in relocation of previously assigned exhibit space.

#### ACCOUNTING SCHEDULE:

Invoices will be mailed to the billing address on file approximately 120 days prior to the event. **All exhibit space payments due in full 90 days prior to event.**

## TERMS AND CONDITIONS

- 1. PAYMENTS.** Exhibitors with payments due will not be permitted to move in to the exhibit hall and failure to meet payment deadlines, as set forth in this agreement will constitute breach of contract. This includes payments for magazine advertising, booth fees and any other invoices due to National Business Media, Inc. Payments by check must be received by NBM Events Management prior to 90 days of the scheduled show date. NBM, Inc credit terms apply.
- 2. GENERAL.** NBM Events Management herein grants a revocable license to use the exhibit space assigned subject to the terms and conditions set forth in this contract. NBM Events Management makes no representations or warranties except as expressly set forth herein.
- 3. REGULATIONS.** Exhibitor agrees to abide by all pertinent City, State and Federal laws, ordinances, fire and safety codes and by all pertinent regulations for the exhibit hall as provided to Exhibitor.
- 4. APPROVAL OF EXHIBIT.** NBM Events Management reserves the right to refuse any exhibit not in keeping with the quality, dignity and theme of the show. Merchandise and displays will be subject to NBM Events Management approval. Exhibitor agrees to adhere to generally accepted standards of good taste and to maintain the dignity of the show. NBM Events Management reserves the right to demand the alteration or deletion of any material or activity which it deems detrimental to the dignified image of the NBM Events Management.
- 5. EXHIBIT DESIGN.** Exhibits must be designed, constructed and operated in good taste and in accordance with the best interests of the NBM Events Management, which NBM Events Management will have the sole discretion to decide and approve. NBM Events Management has the right to prohibit the installation or operation of any exhibit not meeting its standards of quality, or which in its sole discretion, NBM Events Management deems not in the best interests of the NBM Events.
- 6. EXHIBIT READINESS.** Exhibit will be set up, complete and clean at least one hour prior to the opening of each show day, and will be open during all published show hours. Unless exhibit is approved by NBM Events Management as a non-staffed exhibit, exhibitor agrees to have personnel staff exhibit during all published show hours.
- 7. SALES ACTIVITY.** Exhibitor agrees that all business activities; circulars, advertising matters, etc. may only be conducted and/or distributed within the exhibit space assigned to the Exhibitor. Such materials may not be distributed in other areas of the show. Selling or order taking anywhere other than in the exhibit space or areas specifically designated for such activities is strictly prohibited.
- 8. CONFLICTING ACTIVITY.** To safeguard the rights of all exhibitors and NBM Events Management interest in maximum audience attendance during all scheduled events, there shall be no additional programmed activity (including private parties, tours or other activities) which may deny other exhibitors full exposure to the attendee.
- 9. CASH SALES.** Exhibitor agrees that all cash sales made during the show will be duly reported in accordance with the Sales Tax regulations of the State and City in which the show is held.
- 10. INSURANCE.** Exhibitor accepts total responsibility for the exhibit and its safety in relation to fire, robbery, accident or other destructive cause, and to injury to the public which might occur within the confines of the exhibit or injury to Exhibitor or his employees or agents while on the Showgrounds. Insurance which Exhibitor may desire to cover such contingencies will be placed by Exhibitor at own expense. NBM Events Management recommends that all your merchandise, equipment and other materials are fully insured against fire, theft and all risks from the time of pick-up until return to your business.
- 11. SECURITY.** NBM Events Management will exercise all reasonable diligence in protecting property of Exhibitors, but NBM Events Management, the Service Contractor nor the Convention facility will be responsible for articles lost by fire, theft or mysterious disappearance.
- 12. CREDENTIALS.** Credentials (badges) will be issued to qualified exhibit attendants. Misused or transferred passes will be confiscated by NBM Events Management. Exhibitors will be required to wear a badge at all times while on the exhibit hall, and may not gain entry to the show without the appropriate badge. Lost badges may be replaced in the registration area with proper identification.
- 13. REMOVAL OF QUESTIONABLE PERSONS.** NBM Events Management reserves the right to stop or remove from the show any person or persons, including exhibitor personnel, who are in violation of the Terms and Conditions of NBM Events Management, or for the performance of any act or practice which, in the opinion of NBM Events Management, or for the performance of any act or practice which, in the opinion of NBM Events Management is detrimental to NBM Events. Expelled Exhibitors shall not be entitled to any proration or refund of monies paid.
- 14. SUBLETTING PROHIBITED.** Exhibitor agrees he will not sublet, reassign or apportion space in any way. Two or more firms may not exhibit in the same space, except with written prior approval by NBM Events Management.
- 15. DAMAGES.** Exhibitor agrees that he will be fully responsible for the payment of any damage charges assessed by the Exhibit Hall for failure to observe the rules and regulations for exhibit construction and operation.
- 16. MOVE OUT.** NBM Events Management and/or the exhibit hall will have a lien upon any and all materials not removed from the exhibit hall within the time designated in show manual, and will have the right to remove and store such material at the expense of Exhibitor and to sell such materials as are unclaimed within thirty days with full payment of such expenses incurred for removal and storage.
- 17. SPACE ASSIGNMENT.** NBM Events Management reserves the right to assign all space locations and to make changes prior to show move-in as management - in its sole judgment and discretion - may deem necessary. Causes of such changes include, but are not limited to, timely payment of monies due.
- 18. FAILURE TO COMPLY.** Should Exhibitor fail to comply in any material respect with the terms and conditions of this agreement, then the payments made to the time of the breach shall be retained by the NBM Events Management as liquidated damages, and NBM Events Management shall have the right to reassign contracted space without further notice or make such use of space as NBM Events Management deems to be in the best interest of NBM Events Management.
- 19. INDEMNIFICATION.** It is expressly agreed that neither NBM Events Management, the Service Contractor(s) nor the Convention facility shall be liable or held accountable for any losses, damages, or injuries which may be sustained or incurred by any person whomsoever, who may be on the premises reserved by or assigned to an exhibitor, or watching, observing or participating in any demonstration or exhibit of any exhibitor, including (but not limited to) any agent, employee or representative of an exhibitor. The exhibitor expressly agrees that he will hold, keep and save harmless and indemnify NBM Events Management from any and all such claims.
- 20. SHOW CANCELLATION.** Should acts of God, strikes, work stoppage or any other cause not within the control of NBM Events Management make it impossible for the show to be held or the particular exhibit area to be occupied by the Exhibitor, then NBM Events Management, its officers and employees are jointly released from any and all claims which may arise in consequence thereof. NBM Events Management shall determine and refund to Exhibitor his proportionate share of applicable payments for exhibit space received in accordance with accountable expense incurred. In no event shall NBM Events Management be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes.
- 21. ALTERATION OF AGREEMENT.** It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both NBM Events Management and the Exhibitor.
- 22. AUDIO VISUAL EQUIPMENT/MUSIC.** The use of audio visual equipment shall be permitted only in exhibit space and in such intensity as it does not interfere with the activities of neighboring exhibitors. Exhibitors who wish to use any music (tapes, records, CDs, the radio, etc.) which may be governed through ASCAP, BMI, other person(s) or other agencies, must be properly licensed by such person(s) or organization, authorizing use of the music.
- 23. NOISE AND ODORS.** Any devices which project sound must be tuned to conversation level. Noisy or obstructive work will not be permitted during exhibit hours, nor will loud operating displays or exhibits producing displeasing odors be allowed.
- 24. REFUNDS/CANCELLATIONS.** In the event contracted space is canceled or released within 90 days of the beginning of the scheduled show date, as specified herein, NBM Events may, at its discretion, retain as an administrative fee, ALL or PART of such exhibit payment.
- 25. POWER TO INTERPRET.** NBM Events Management shall have the full power in interpretation and enforcement of all terms and rules contained herein, and such further rules and regulations as it shall consider necessary for the proper conduct of the NBM Events Management.
- 26. SHOW RULES.** Exhibitor agrees to make any official rules of NBM Events Management part of this contract and agrees to abide by such rules, including, but not limited to such items as booth display guidelines, signage, covered and two-story exhibits, etc.
- 27. UNION LABOR AND WORK AGREEMENTS.** When applicable, Exhibitor hereby agrees to abide by all agreements made between the unions, NBM Events Management, its agents and the exhibit facility.

Initials \_\_\_\_\_