



2020 EXPO - EXHIBITOR AGREEMENT

THIS AGREEMENT is made and entered into on the date written below by and between the Electric League (“League”) and the undersigned exhibitor (“Exhibitor”).

1. **EXHIBITOR SPACE.** League hereby permits Exhibitor to use and occupy the Exhibition Space described as (booth space requested on contract) or such comparable space as League reasonably may substitute therefore, for and during the ELECTRIC LEAGUE EXPO on **April 28, 2020**.

2. **RENT AND PAYMENT.** Exhibitor agrees to pay League the sum of:

	<u>Prime Space</u>	<u>Regular Space</u>
Members	\$1,350	\$1,100
Non-Member	\$1,485	\$1,210

NOTE: Prime space is indicated on the floor plan and located down the main entrance aisle and around the beer garden. Regular space cost has been reduced from previous expo cost.

The League requires a 50% deposit upon submission of the Exhibitor Agreement no later than **January 31, 2020**. The remaining 50% balance shall be paid no later than **February 28, 2020**.

3. **COMPLIANCE WITH RULES AND REGULATIONS:** Exhibitor agrees to comply with all laws, ordinances, rules, regulations and contract provisions that are applicable to use of the exhibition facilities, including, but not limited to the rules and regulations attached hereto and made a part hereof.

4. **INSURANCE.** Exhibitor agrees to procure at its own expense a policy of comprehensive general liability insurance with coverage and limits sufficient to insure against liability for personal injury or death, property damage, or other loss arising out of or resulting from the actions or use of exhibition space by Exhibitor and its officers, employees, agents, subcontractors, suppliers, and invitees.

5. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE.** Exhibitor covenants and agrees that it will protect, indemnify, save harmless and defend the League, its directors, officers, agents, and employees, from and against any and all loss, cost, damage, expense (including attorneys' fees), and claims for damage, death or injury of any kind whatsoever to any person or any property howsoever occurring in, upon or about the Exhibition Space or the improvements, thereon, or arising from any accident, injury, death or damage occurring outside the Exhibition Space where such accident, damage, death or injury results or is claimed to have resulted in whole or in part from an act or omission on the part of the League, Exhibitors or their contractors, licensees, concessionaires, agents, representatives, servants or employees, including, without limiting the foregoing, the following: claims by reason of the inaccuracy or misleading nature of any statement, representation or (express or implied) warranty of Exhibitor made during his exhibition or otherwise, including untrue statements of material facts or omissions to state material facts necessary to make the statements not misleading; loss or injury arising out of strict liability or tort, or any claim of strict liability in tort, imposed upon Exhibitor for placing goods (such as equipment or machinery) on display or on the market having any defect, or claimed to have any defect; the condition of the Exhibition Space, or by reason of the management, control and operation thereof, whether caused by the League, its agents or employees, or otherwise; any penalty whatsoever or any special, liquidated, direct or consequential damages, such as but not limited to lost profits or revenues, time lost, expenses of labor, transportation, installation, removal from the line or for any other damage or injury suffered by Exhibitor or any other person.

6. **LICENSE.** Exhibitor shall be responsible for securing any and all necessary licenses or consents for securing any and all necessary licenses or consents for any (a) performances, displays, or other uses of copyrighted work or patented inventions, and (b) use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used, directly or indirectly, by Exhibitor. The Exhibitor agrees hereby to indemnify, defend, and hold the League harmless from and against any claim liability and any incident or resulting loss, cost, or damage (including cost of suit and attorneys' fees) for failure to obtain said licenses or consents and/or infringements or other violations of the intellectual property rights of privacy of publicity of any third party.

Association:

Electric League of Missouri & Kansas

Kim Weitzel

Associate Executive Director

PO Box 419264

Kansas City, MO 64141

816-561-5323; 816-561-1991 (fax); kweitzel@westerneda.com



2020 EXPO - RULES AND REGULATIONS

This material has been developed for the purpose of providing a well-balanced, well-regulated, attractive and successful show. In an effort to provide the greatest good to the greatest number, the League shall have the power to interpret the rules and regulations and to amend them for the best interests of the entire show. All interpretations and amendments shall bind the Exhibitor.

TRADE SHOWS INFORMATION RULES AND REGULATIONS

1. Eligibility.

- (A) Eligibility is limited to persons or firms who manufacture, remanufacture or supply products, tools, equipment, supplies, or services used by the electrical industry. Consumer items such as televisions, radios, and appliances shall not be eligible.
- (B) Membership in the League is encouraged, but is not mandatory.
- (C) Exhibitors will be limited to manufacturers and their representatives; along with retailers or non-industry exhibits.
- (D) Persons or firms who have not officially contracted for exhibit space will not be permitted to display merchandise, solicit orders, or distribute literature on the exhibit premises.
- (E) Non-exhibiting manufacturers and agents of products competitive to those on exhibit will be restricted from visiting the Trade Show during the hours in which the Show is open to the Industry but may by special permission, visit the Show during the closed hours.

2. **Space Fees.** The price for each 10 foot x 10 foot booth is \$1,350 (prime space) and \$1,100 (regular space) for League members; and \$1,485 (prime space) and \$1,210 (regular space) for non-members. A deposit of 50% must accompany the agreement by January 31, 2020; and full payment shall be made by **February 28, 2020**. Exhibit space not paid in full by February 28, 2020, shall be released and reassigned at the discretion of the League, and fees paid shall be forfeited to the League.

3. Use of Space.

- (A) Exhibitor space shall be used to display only the items set out in the contract. Exchange of purchase contracts is prohibited on the sale floor.
- (B) **Distributors** are allowed to exhibit their services as a “no-product” booth.
- (C) Exhibitor shall not allow nails, screws, or tacks to be driven into the building walls, materials to be taped to the building walls, or deface same in any way. Precautions must be taken to protect the carpeting. Exhibits must comply with local fire safety requirements. Exhibitor agrees to repair at its expense any damage caused to the building.
- (D) League reserves the right to restrict exhibits which are objectionable to adjoining Exhibitors and to prohibit any Exhibitor activity which may detract from the general character of the show.
- (E) Operation of engines or motors which are of internal combustion nature are prohibited in the Exhibit Hall.
- (F) Regular and specially built back walls, including signs may not exceed an overall height of eight (8) feet. Maximum booth height of eight (8) feet may extend out three (3) feet from the back wall.
- (G) No use of microphones, loudspeakers, or other amplifying public address devices, without consent of League. All displays, interviews, conferences, distribution of literature and lectures will be made within the confines of leased booth space.
- (H) Any conferences, meetings, solicitation of business, or canvassing in leased space is not permitted except in the interest of the corporation, company, or individual whose name appears on the firm name sign.
- (I) All signs will be limited to eight (8) feet in height, and all displays requesting more than eight (8) feet in height must secure prior approval from League.
- (J) Obstruction of neighboring exhibit will not be permitted. Unfinished portions of exhibit facing other booths must be made presentable at the Exhibitor’s expense. The use of combustible material such as paper and cardboard is prohibited. All fabric material must be flame proof. All plumbing, heating and electrical work must be in accordance with municipal safety codes.

4. **Space Allocation.** In the interest of sponsoring a well-balanced show, League reserves the right to decline any application entirely or to grant less space than requested. Booth space will be assigned on a first-come, first-served basis; upon receipt of signed contract and booth space deposit. The League will also take into consideration the number of booths purchased, previous participation in League Trade Shows and company participation in League sponsored events, when assigning space.

5. **Booth Specifications.** All booths are 10 foot x 10 foot and will have an eight (8)-foot high cloth backing and three (3)-foot high side dividers. No booth shall exceed eight (8) feet in height. Exhibit space is NOT carpeted. Instead the League will provide an eight foot table, two chairs, and a 7” x 44” company identification sign with booth number. Electrical power and other furnishings will be available at extra cost. The Fern Company is the official show decorator. Additional chairs, tables, and other special equipment may be secured from the Fern Company. A packet of information regarding equipment rental and the availability of electrical power will be forwarded to you upon receipt of payment in full for exhibit space. Please refer to the special order forms provided by them for this service and order in advance. All decorations must be flameproof and pass inspection by all legal authorities.

6. **Set-Up Period.** The Exhibit Hall will be open for installation from 12:00noon to 9:00pm on **April 27, 2020**. Exhibits must be fully installed by 9:00am on **April 28, 2020**. If the Exhibitor requires special equipment to unload, set up, or reload its display; Fern Company shall be notified 15 days in advance. All exhibits are installed and removed at expense of Exhibitor.

7. **Show Hours.** Tuesday, April 28, 2020, from 10:00am – 8:00pm.

8. **Storage of Exhibit Materials.** Because of the flammable nature of most packing materials, they cannot be stored inside the Exhibit Hall. Exhibit materials must be properly stored before the show can open and must remain stored until the show closes at 8:00 p.m. on April 28, 2020.
 9. **Security.** League will provide security during hours, when the show is closed, and during move-in and move-out periods. Exhibitors must have an attendant present during hours when the trade show is open. League assumes no responsibility for theft or other damage either to person or property sustained by Exhibitor, its employees and representatives. Exhibitor agrees to indemnify and hold harmless League for any property damage or personal injury caused by Exhibitor or by the negligence of the Exhibitor's representatives.
 10. **Shipping Instructions** (material handling fees apply – refer to exhibitor kit)
 - (A) Shipment for storage with general contractor. Prior to **April 22, 2020**, all shipments should be consigned to the Official Trucking Company as follows:

YRC Freight
c/o Fern Company
3500 Booth Ave.
Kansas City, MO 64129
Electric League Show Booth #_____
 - (B) Shipment direct to your booth. The proper address is as follows:

Overland Park Convention Center
c/o Fern – Electric League
6000 College Blvd.
Overland Park, KS 66211
MUST ARRIVE April 27, 2020 ONLY
- ***Shipments will not be received at the Overland Park Convention Center prior to **April 27, 2020**.
11. **Uncrating, Erection and Dismantling of Exhibits.** If you do not wish to uncrate your exhibit yourself, the Fern Company will have personnel available to handle this work for you at exhibitor's expense. No other decorating company or erection personnel will be allowed on the exhibit floor. The Exhibitor's own personnel may erect their own exhibit, if desired.
 12. **Removal Period.** No exhibit shall be removed prior to 8:00 p.m. on Tuesday, April 28, 2020, when show closes. Removal shall be accomplished between 8:00pm – 12:00am on Tuesday, April 28, 202; or no later than noon on Wednesday, April 29, 2020 (access available 9:00am – 12:00noon). Displays not removed by Exhibitor after noon on April 29, 2020, will be removed by League. Removal and storage of remaining exhibits will be charged to the Exhibitor and no liability shall be incurred by the League.
 13. **Admission.** Admission is free of charge.
 14. **Refunds.** Exhibitor will be granted a 50 percent (50%) refund on written cancellation received in the League office before January 31, 2020. No refund will be granted for cancellations received in the League office after January 31, 2020.
 15. **Hotel Rooms.** Overnight accommodations may be made at the exhibitor's discretion and expense. The League has included a list of nearby hotels in the exhibitor brochure.
 16. **Hospitality Rooms.** Arrangements for companies or individuals desiring hospitality rooms may be made by calling the Overland Park Convention Center, (913) 393-3000. All such arrangements are between the Exhibitor and the Overland Park Convention Center (not during show hours).
 17. **Non-Endorsement.** Acceptance of the contract and exhibition at the convention shall under no circumstances be construed as an endorsement or approval of the goods or services exhibited, or any other goods or services marketed by Exhibitor.
 18. **Show Ownership.** The Trade Show is produced by and is the property of League, which provides all show management functions and establishes all show policies.
 19. **Concurrent Events.** No Exhibitor or exhibiting firm shall be allowed to conduct a formal function such as a hospitality hour, etc., during the official show hours.
 20. **Cleaning of Booths.** Prior to the official opening of the show (10:00am – Tuesday, April 28, 2020); aisles will be cleaned. Cleaning of individual booths prior to the opening of the show on Tuesday will be at Exhibitor's expense.
 21. **Intoxicants.** Exhibitor expressly agrees not to serve, sell or give away any intoxicants in the exhibit hall, and the violation of this agreement shall entitle League to close the exhibit and remove and store same in the manner provided in paragraph 12 of the expo, rules and regulations.
 22. **Handouts.** The distribution of samples and Exhibitor's products, catalogs, pamphlets, souvenirs, or other printed material must be conducted entirely within Exhibitor's booth space, and not in any part of the aisle, other Exhibitors' booth space, or any other of the show premises. Extreme promotional activities will not be permitted. Any article given away or otherwise distributed by any Exhibitor in the exhibit area will be in keeping with the technical character and high standards of the show.
 23. **Americans With Disabilities Act.** Exhibitor is responsible for compliance with Americans With Disabilities Act within exhibit space, i.e. easy accessibility to goods and services, provide assistance when requested, tape carpeting along edges, etc.