

# National Wood Flooring Expo 2021 (“Expo”)

## Exhibitor Rules & Regulations

The exhibiting company (“Exhibitor”) listed in this application applies for contracted exhibit space (“Exhibit Space”) at the National Wood Flooring Expo 2021 (“Expo”). The National Wood Flooring Association (“NWFA”) agrees to review your Application and to allow or to deny participation in the Expo consistent with Expo eligibility requirements, policies, and at the discretion of the NWFA.

### EXHIBIT SPACE

If approved by NWFA, the Exhibit Space shall be used solely by the Exhibitor whose name appears on this Exhibitor Application and Contract and it is agreed that the Exhibitor will not sublet or assign any portion of same or share the Exhibit Space allotted with another Exhibitor, individual, business or firm unless approval has been obtained in writing from NWFA. If the Exhibit Space is shared, NWFA may remove the Exhibitor and assess violations to Exhibitor, which may affect future participation in the Expo. Exhibit Space is assigned after a completed Exhibitor Application and Contract with full payment is received by NWFA, and is subject to availability of space preferences, special needs and compatibility of Exhibitors. If, during the Expo, the Exhibitor is in violation of these Rules and Regulations, NWFA has, at any time, the right to regain the immediate possession of any Exhibit Space. Further, NWFA reserves the right to interpret these Rules and Regulations and to determine eligibility of any company or product for inclusion in this Expo.

### PAYMENT

Booth space purchased on or before October 23, 2020: To guarantee Exhibit Space a 50% deposit is due at time of booth application submission by credit card or check followed by final payment no later than December 18, 2020. Once final payment (due December 18, 2020) is received your Exhibit Space will be confirmed. If final payment is not received by December 18, 2020, NWFA has the right to release the selected Exhibit Space. Exhibitors which paid fees by credit card may not challenge cancellation fees charged to such credit card for cancellation fees as set forth in this provision.

Booth space purchased on or after October 24, 2020: To guarantee Exhibit Space 100% payment is due at time of booth application submission by credit card or check and your Exhibit Space will be confirmed within five business days of submission. Exhibitors which paid fees by credit card may not challenge cancellation fees charged to such credit card for cancellation fees as set forth in this provision.

### CHILDREN ON THE SHOW FLOOR

For the safety of children of Exhibitors and attendees, no one under the age of 16 will be allowed on the Expo floor at any time during move-in and move-out hours. During Expo hours, only children with name badges will be permitted provided they are under close parental supervision. Children are not allowed to use display equipment at any time. Exhibitors or attendees with children in violation of this policy or with children deemed unsupervised as determined by NWFA must forfeit their Expo passes and must exit the Expo immediately.

### CANCELLATION AND NO-SHOW POLICY

All cancellations must be in writing. NWFA reserves the right to consider an Exhibitor’s downsizing of Exhibit Space as a cancellation of original space and purchase of new Exhibit Space. Accordingly, the Exhibitor may be required to move to a new location after requesting downsized space.

**Cancellations received on or before October 23, 2020 will receive 50% refund of the booth deposit total. On or after October 24, 2020, there is no refund.**

Any Exhibit Space unoccupied on or before Thursday, April 29, 2021 at 9:00 a.m. Eastern Time will be regarded as a “no-show.” The Exhibitor will be deemed to have cancelled the Exhibitor Application and Contract and the Exhibit Space,

must forfeit their Expo passes, and must exit the Expo immediately. NWFA reserves the right to determine sanctions imposed on Exhibitor as a result of a no-show including, but not limited to, the prohibition of Exhibitor at any future NWFA event.

### **EXHIBIT SPACE DESIGN & FLOOR LAYOUT**

NWFA reserves the right to assign, designate or change Exhibit Space locations. The aisles belong to NWFA unless otherwise noted. Neither exhibits nor advertising material will be permitted to protrude into the aisles. End cap Exhibit Space is not permitted as the back wall blocks the line of sight to other in-line Exhibit Spaces in the same aisle. NWFA reserves the right to control and prohibit any disturbing noises produced by an Exhibitor. No part of any in-line Exhibit Space may be more than eight (8') feet high without written permission of NWFA. The side wall displays, pipe racks and the like may be eight (8') feet high from the back wall to five (5') feet in depth and may not be more than four (4') feet high for the remaining five (5') feet out to the aisle. Any unfinished exposed portion of an Exhibit Space must be draped at the expense of the Exhibitor. Carpet and/or alternative floor covering is required in all Exhibit Spaces. The carpet or floor covering must fill the full dimensions of the Exhibit Space. Carpet will be installed by NWFA at the Exhibitor's expense if the Exhibit Space is without carpeting and/or alternate floor covering on or before 8:00 p.m. on Wednesday, April 28, 2021.

### **BANNERS & CUSTOM EXHIBITS**

Banners may only be hung over Exhibit Space that is 20' x 20' or larger and to a maximum height of twenty (20') feet (from floor to top of banner) with a minimum clearance of ten (10') feet (from floor to bottom of banner); advance approval from NWFA is required for all banners. All custom construction and Exhibit Space designs must be approved by NWFA in advance for all Exhibit Spaces over 400 s/f. No Exhibit Space shall be allowed to obstruct clear vision to other Exhibit Spaces in the same line or adjacent lines of sight unless it is an island display. In the case of island Exhibit Spaces, if a solid wall is to be part of the display, or any free-standing unit above eight (8') feet high, or any multi-level construction above eight (8') feet high, an Exhibit Space rendering must be submitted to NWFA for approval of such construction in advance. All designs must be received and approved in writing by NWFA by February 26, 2021. Unless otherwise noted, NWFA follows trade show industry standards for Exhibit Space design and installation, as developed by the International Association of Exhibitions & Events (IAEE).

### **INSTALLATION & DISMANTLE**

Exhibits may be installed beginning on Wednesday, April 28 at 8:00 a.m. and must be completed by 8:00 p.m. on Wednesday, April 28. Exhibit Space dismantling will begin following the closing of the Expo, Friday, April 30 after 4:00 p.m. No dismantling will be permitted before closing time, and no Exhibitor shall have the right to pack or remove articles on display prior to Expo closing on Friday, April 30 prior to 4:00 p.m. without the prior approval of NWFA. Violations may result in assessment of additional fees and jeopardize Exhibitor's ability to participate in any future NWFA Expos and events.

### **SOUND & LIGHTING**

NWFA maintains an 85-decibel sound level for all Exhibitors. This level has been identified as being a safe level for trade show demonstrations by the Occupational Safety & Health Administration (OSHA). NWFA reserves the right to closely monitor sound usage and, where necessary, restrict the music and other audio demonstrations in an Exhibitor's Exhibit Space at its discretion. NWFA's actions can include, but are not limited to, reviewing and adjusting all sound system and loud-speaker placements within an Exhibit Space, restricting sound levels within an Exhibit Space and restricting demonstrations within an Exhibit Space regardless of an Exhibitor's contracted arrangements with celebrities appearing in an Exhibitor's Exhibit Space. All Exhibitors planning to have an audio demonstration within their Exhibit Space must submit complete details to NWFA, including a description of the demonstration(s), the frequency of demonstrations and the location of sound systems (specifically loud-speakers). Any Exhibitor which intends to conduct a demonstration(s) must be submitted to NWFA in writing on or before February 26, 2021 for NWFA's review and if acceptable, approval.

If a complaint is registered against Exhibitor and NWFA determines, after inspecting Exhibitor's Exhibit Space, that Exhibitor is not in compliance with these Rules and Regulations, NWFA may cancel the Exhibitor's Exhibit Space

demonstrations, to terminate all electrical power to an Exhibit Space for the remainder of the Expo, to close down the Exhibit Space, and/or to eject the Exhibitor from the Expo. Exhibitors which intend to use specialty lighting, video presentations and promotional lighting projected on Exhibit Space walls, ceiling or floor spaces must obtain the prior written approval of NWFA on or before February 26, 2021.

#### **REMOVAL OF GOODS**

For security reasons, Exhibitors are not allowed to deliver merchandise to customers from the Expo floor before Friday, April 30, 2021 at 4:00 p.m. Exhibitors that need to remove items from their Exhibit Space, such as shopworn items, may only do so by presenting a release slip, signed by a NWFA representative, to the security guard at the main entrance. Removals normally will be authorized only at the end of an Expo day.

#### **CHARACTER AND CONDUCT**

The use of any method(s) to gain an advantage over a competitor, including but not limited to the use of such competitor's tools or products, is strictly prohibited. Any Exhibit Space personnel or Exhibitor activities which NWFA deems to be outside the character and purpose of NWFA shall be subject to immediate termination of its Exhibit Space without any refund for the Exhibit Space.

#### **PHOTO RELEASE**

NWFA occasionally uses photographs, videos and audio recordings of the Exhibitors and the Exhibit Space personnel in promotional materials. By virtue of participation in the Expo, Exhibitor, on behalf of its Exhibit Space personnel, automatically agrees to usage of its Exhibit Space personnel's likeness in such materials with no remuneration to Exhibitor or its Exhibit Space personnel. No photography and/or videotaping will be permitted by Exhibitor without prior written authorization by NWFA.

#### **FREIGHT & WAREHOUSE SHIPMENTS**

Instructions concerning freight and warehouse shipments will be available within the Exhibitor Console. Do not ship exhibit freight to the Baltimore Convention Center prior to the first official move-in day, as there will be no one available to receive shipments. Exhibitors must adhere to procedures detailed in the GES Exhibitor Service Manual. Exhibitors are responsible for coordination and payment of all their freight to and from the Expo site. If an Exhibitor's freight is still at the Expo site at the end of the published hours for Expo to dismantle, the Expo's decorator, GES, will place that freight with a freight carrier at the expense of the Exhibitor.

#### **INDEMNIFICATION AND INSURANCE**

Exhibitor agrees to indemnify, defend and hold NWFA, its directors, officers, agents, representatives and employees, and each of them, the Baltimore Convention Center and other Expo vendors and their respective employees and agents harmless against all claims, losses, damages, liabilities, costs, and expenses (including attorneys' fees), damages to persons or property and governmental charges or fines arising out of or caused by: (i) the installation, removal, maintenance, occupancy or use of the Expo premises or a part thereof; (ii) the performance or the breach of any term of the Exhibitor Application and Contract, these Rules and Regulations or otherwise; or (iii) the negligence, gross negligence or willful misconduct of Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Application and Contract.

A Certificate of Insurance will be required from each Exhibitor naming NWFA and its agents and the Baltimore Convention Center as additional insured on the policy effective during the period of activity. Coverage must be for comprehensive general liability insurance of at least \$1,000,000 per personal injury and \$500,000 in property damage for each occurrence and full compliance of Workmen's Compensation.

The Certificate of Insurance must be received on or before February 26, 2021. Please mail certificate to NWFA, 111 Chesterfield Industrial Blvd, Chesterfield, MO 63005 or email to [info@nwfa.org](mailto:info@nwfa.org). If the Exhibitor fails to provide the certificate of insurance by the above date and time, Exhibitor will be deemed to have forfeited its Exhibit Space and shall not be entitled to a refund of its payment for such Exhibit Space.

## **ACCESS TO PERSONAL DATA**

In connection with its participation in the Expo, Exhibitor may have access to the personal data of members of NWFA or participants in the Expo. Exhibitor agrees that it shall be solely responsible for compliance with any applicable data protection laws and regulations in connection with such data including, but not limited to, the California Consumer Privacy Act ("CCPA") and the European Union's General Data Protection Regulations ("GDPR").

## **SECURITY**

NWFA shall provide 24-hour perimeter security of the Exhibit Space, but NWFA does not guarantee, nor insure the Exhibitor against loss of any kind for its Exhibit Space by any reason thereof. NWFA, the official service contractor, and the Baltimore Convention Center do not maintain insurance covering an Exhibitor's property. It is the sole responsibility of the Exhibitor to obtain the appropriate amount and type of insurance to cover its property, agents or employees from theft, damage by fire, accident or any other cause. NWFA will not be responsible for any injury that may occur at Expo and/or any Exhibit Space, and/or to Exhibitor's employees, contractors, or agents, or for the loss of, or damage to, any material from any cause whatsoever, whether in transit to or from, and/or during the Expo, regardless of whether NWFA furnishes attendants, guards or night watchpersons.

## **FORCE MAJEURE**

Exhibitor acknowledges and agrees NWFA may cancel, delay, shorten, modify in format for any reason beyond its control including, but not limited to, acts of God, shortage of commodities or supplies to be furnished by the facility, infectious or communicable diseases, governmental authority, terrorism, threats of terrorism, or war in the United States. Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of the NWFA, its directors, officers, employees or agents. Exhibitor understands that it will lose all monies it has paid to NWFA for Exhibit Space in the Expo (no refunds will be given), as well as other costs and expenses it has incurred including, but not limited to, travel to the show, setup, lodging, freight, banners, décor, and employee wages.

Exhibitor agrees to indemnify, defend, and hold harmless NWFA, its officers, directors, employees, agents, and each of them, from any and all loss which Exhibitor may suffer as a result of the cancellation of or changes to Expo caused in whole or in part by any reason outside the control of NWFA. Further, Exhibitor releases NWFA its directors, officers and employees and/or agents from any and all claims including, but not limited to, lost profits, out of pocket costs and consequential damages. The terms of this provision shall survive the termination or expiration of the Application and Contract for Exhibit Space.

## **EXHIBITOR ACTIVITIES**

Display or demonstration items outside the Exhibit Space or scheduling of private functions, cocktail parties, special events, etc., during the period of set up, Expo days or dismantle will be permitted only with the prior written permission of NWFA. Exhibitors must submit to NWFA a description of any program intended to be held at, or in conjunction with or outside of its Exhibit Space in Baltimore. A written request from Exhibitor regarding such activities is due to NWFA on or before February 26, 2021. Neither hired models nor Exhibit Space personnel may walk the aisles of the Expo representing or promoting a company product. No canvassing, advertising, displaying, demonstrating or distributing items and/or literature will be permitted outside the Exhibitor's Exhibit Space without permission of NWFA. No materials or signs shall be posted, nailed or tacked to drapes or walls of hotel hallways or the Expo area. No printed material will be allowed to be delivered to or placed under hotel guestroom doors without NWFA's consent.

## **EXHIBITOR'S RESPONSIBILITY**

Exhibit Space must be staffed at all times during regular Expo. An Exhibitor of the Expo and its affiliated agents or employees may not enter another Exhibitor's Exhibit Space without the latter Exhibitor's permission. Exhibitors shall abide by and observe all laws, rules and regulations of the federal, state and city governments, as well as the convention and trade show facilities. This includes regulations regarding labor jurisdictions. All decorations and electrical wiring and fixtures must comply with local fire laws; state and local fire regulations must be followed. Exhibitors planning to serve

food and/or beverages from their Exhibit Spaces must contact NWFA. All food and beverages must be purchased by the exclusive food and beverage provider for the Baltimore Convention Center.

#### **EXHIBIT SPACE ACCESSIBILITY**

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their Exhibit Space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm).

#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE EXHIBIT FACILITY, NWFA, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY “NWFA 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 ATTORNEYS’ FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND AGREEMENT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NWFA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE NWFA PARTIES’ SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT SPACE FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE NWFA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT SPACE FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY’S FEES AND COSTS INCURRED BY NWFA PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY’S FEES AND COSTS.

#### **MEMBER LIST**

NWFA does not sell its member list and such list shall be deemed the confidential information of NWFA. Any Exhibitors which are deemed by NWFA to be using its member list shall receive a cease and desist letter from NWFA prohibiting any further use of the its member list.

#### **SPONSORSHIP**

Any sponsor of the Expo is required to be an Exhibitor and must abide by the payment terms set forth in these Rules and Regulations.

#### **RULES & REGULATIONS INTERPRETATIONS & CHANGES**

NWFA reserves the right to interpret, change or modify these Rules and Regulations as well as the location, date or time related to the Expo, as deemed appropriate by NWFA. All Rules and Regulations stated herein will be in effect until further notice. Any violations may impact Exhibitor’s ability to exhibit in future NWFA events.