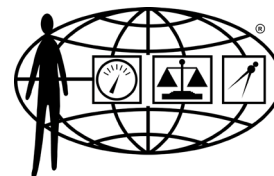


# EXHIBITOR CONTRACT 2024

NCSL International Workshop & Symposium  
July 6-11, 2024  
Gaylord Rockies, Denver, CO.



**Company Name:** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Website URL \_\_\_\_\_

**Show Guide Listing** – Please provide a 50 word company description to be published in conference media. This description may describe your company, products and or services. Email this information to [info@ncsli.org](mailto:info@ncsli.org).

**Main Contact Name:** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Marketing Contact Name:** \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

## Each 10' x 10' Exhibit Booth Purchase includes:

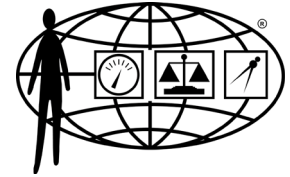
- 8ft. back drape, 3 ft. side drape
- Exhibitor identification sign
- Exhibit hall security
- Note: Carpet/flooring is required (Gaylord Rockies Aurora Ballroom hall is carpeted)
- Electricity, and any other booth services can be ordered through our official suppliers
- Exhibitor name and profile listing in conference app.
- Exhibitor URL linked on website
- Two (2) exhibitor staff registrations providing access to the exhibit hall and events only
- One (1) full conference registration
- Tuesday and Wednesday Continental Breakfast and AM/PM Coffee Breaks with conference attendees
- Monday Exhibitor Welcome Reception | 5:30 PM – 8:00 PM
- Tuesday Attendee Social Mixer | 5:30 PM – 8:00 PM

## Optional Exhibitor Purchases:

- Exhibit Hall Walk through passes Tuesday \$50 per person 3:00 PM-8:00 PM
- Plated luncheon ticket Tuesday \$65
- Plated luncheon ticket Wednesday \$65
- Additional exhibitor staff registrations at \$400 each

# EXHIBITOR CONTRACT 2024

NCSL International Workshop & Symposium  
July 6-11, 2024  
Gaylord Rockies, Denver, CO.



## 2024 PRICING

Location	Member	Non-Member	Quantity	Booth(s) Number Selection
Prime 10' X 10'	\$2,850	\$3,200		_____ or _____
Premium 10' X 10'	\$2,700	\$3,050		

**Payment Policy:** See Page 8, Section 18 for the complete payment policy.

### Contracts received before December 31, 2023:

50% deposit is due January 31, 2024 with the balance due to March 1, 2024.  
Late fee of \$400 per booth space for all balance payments 30 days past due.

### Contracts received by April 1, 2024:

Full payment is due within 30 days of date on signed contract.  
Late fee of \$400 per booth space for all payments 30 days past due.

### Contracts received after April 1, 2024:

Full payment is due with the signed contract.

**Cancellation Policy:** See Page 9, Section 19 for the for complete cancellation policy.

### Payment Information:

Total Amount \$ \_\_\_\_\_

I understand and agree to abide by the NCSL International Exhibitor Contract Terms and Conditions.

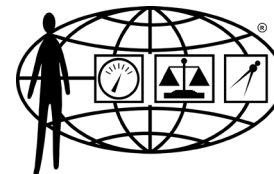
Credit Card    Check Enclosed    PO Number \_\_\_\_\_

Card No. \_\_\_\_\_ Expiration Date \_\_\_/\_\_\_ Security Code \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Would you like to receive information on Conference Sponsorships?   Yes    No



## INSURANCE WAIVER AND RELEASE

THIS WAIVER AND RELEASE is made by

("Exhibiting Company") in favor of National Conference of Standards Laboratories (dba, NCSL International), a Colorado non-profit corporation ("the Conference").

### INTENT

- (1) THIS WAIVER AND RELEASE MUST BE PROVIDED TO THE CONFERENCE BY AN EXHIBITOR WHO, AFTER MAKING REASONABLE ATTEMPTS, IS NOT ABLE TO PROVIDE THE CONFERENCE WITH A CERTIFICATE OF INSURANCE AS DESCRIBED IN NCSL INTERNATIONAL TERMS AND CONDITIONS CONTRACT.**
- (2) AS SIGNATORY TO THIS WAIVER AND RELEASE, EXHIBITOR ASSUMES ALL RESPONSIBILITY FOR AND RELEASES THE CONFERENCE FROM ALL CLAIMS AS DESCRIBED BELOW ARISING FROM THE EXHIBITOR'S PARTICIPATION IN NCSL INTERNATIONAL DURING THE TERM OF THE EVENT JULY 10-12, 2023.**

### PREAMBLES

- (1) NCSL International is the sponsor, organizer and manager of a trade show and exposition of NCSL International Workshop & Symposium commonly referred to as NCSL International to be held from July 6, 2024 through July 10, 2024 in the Gaylord Rockies 6700 N Gaylord Rockies Blvd, Aurora, CO 80019 (the "Event").
- (2) NCSLI has entered into a contract with exhibitor whereby exhibitor will lease space from NCSL International for a booth at the Event. The term of the agreement is from July 06-11, 2024.
- (3) All capitalized terms not otherwise defined herein shall have the meaning given those terms in the contract Terms and Conditions.

### CONDITIONS

- (1) **Waiver and Release:** The exhibitor assumes all responsibility for and all risk of any damage or injury whether to property or person, including death that may occur to the exhibitor, its employees, agents, licensees, or invitees at or in connection with the Event. The exhibitor further releases the NCSL International and its officers, directors, employees and agents from all claims, demands, rights or causes of actions, present or future, known, anticipated or unanticipated, resulting from or arising out of or incident to the exhibitor's use of any facilities at Gaylord Rockies 6700 N Gaylord Rockies Blvd, Aurora, CO 80019 or as result of or incident to the Event.
- (2) **Miscellaneous:** This Waiver and Release is in addition to and not by way of limitation of any term, covenant, condition or indemnification in the Terms and Conditions Contract. Exhibitor understands and acknowledges that exhibitor may be waiving important legal rights by its execution of this form and exhibitor acknowledges that it has had an opportunity to review this form with counsel of its choice. The person executing this Waiver and Release on behalf of the exhibitor hereby confirms that he or she is authorized to do so.

REPRESENTATIVE:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

# EXHIBITOR CONTRACT 2024

NCSL International Workshop & Symposium  
July 6-11, 2024  
Gaylord Rockies, Denver, CO.



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# EXHIBITOR CONTRACT 2024

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## 1. Contract

This contract, properly executed by the Applicant (exhibitor) and NCSL International shall upon acceptance and notification of booth assignment by NCSL International, constitute a valid binding contract.

## 2. Show Management

The exhibition is organized and managed by the NCSL International. Any matters not covered in these terms and conditions are subject to the interpretations of the NCSL International Executive Director, and all exhibitors must abide by their decisions. Exhibitors must comply with the Gaylord Rockies 6700 N Gaylord Rockies Blvd, Aurora, CO 80019 (the "Event"), facilities policies and procedures. The Show management shall have full power to interpret, amend, and enforce these terms and conditions, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for himself and his employees, agrees to abide by the foregoing terms and conditions and by any amendments or additions thereto in conformance with the preceding sentence.

Reservations for space shall only be valid if the exhibitor maintains the payment schedule stipulated on page 2. After the contract and payment in full is received by NCSL International, the space and location may not be changed, transferred or cancelled without a written request and subsequent concurrence by NCSL International.

## 3. Installation and Dismantle of Exhibits

Show Management reserves the right to fix the time for the installation of a booth prior to the show opening, and for its removal after the conclusion of the show. Under no circumstances will the addition to or removal of any portion of an exhibit is permitted during show hours. All booths must remain intact until the closure of the show. Installations must occur only during the installation times designated in the Service Kit. All booths must be properly installed no later than the time determined by Show Management for the final inspection of the exhibit hall by Show Management. Dismantling of the exhibit may not begin until after the start of the dismantle time determined by Show Management, and must be completed by the end of the dismantle time as determined by Show Management. Early dismantle and/or removal of an exhibit may result in the loss of exhibit privileges for future shows. Exhibitors are expected to make travel arrangements in accordance with the installation and dismantle schedule set up by Management. (If erection of any exhibit has not started by a set time determined by Management, NCSL International shall order the exhibit to be erected and the exhibitor billed for all charges incurred).

Each exhibitor will complete arrangements for removal of his or her material from the Event, facilities in accordance with the instructions provided in the Service Kit. All material must be packed and ready for shipment by the time determined by Show Management. Any material not called for by said time and date will be shipped at the exhibitor's expense, by a carrier selected by the official drayage contractor.

**No one under the age of 18 will be permitted on the exhibit floor during set-up and dismantle.**

# EXHIBITOR CONTRACT 2024

NCSL International Workshop & Symposium  
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## 4. Failure to Occupy Space

Space not occupied by the time determined by Management, will be forfeited by exhibitors and their space may be resold, reassigned or used by the exhibit management without refund.

## 5. Dates and Hours of Installation and Dismantling

The Event exhibit hall will be available for booth installation is from 7:00am to 4:30pm, Monday, July 08, 2024. All exhibitors are required to delay dismantling of their booth until 1:30pm on Wednesday, July 10, 2024.

## 6. Dates and Hours of Exhibiting

The Event exhibit hall hours will be: Monday evening Conference Welcome Reception, July 08, 2024 from 5:30pm until 8:00pm, Tuesday, July 09, 2024, 7:30am to 5:30pm with a Engagement Social Mixer from 5:30pm to 8:00pm. Wednesday, July 10, 2024 from 7:30am until 1:30pm.

## 7. Waiver and Release

Compliance with the NCSL International Waiver and Release form is required. This form must be sent into the NCSL International office with the signed exhibitor contract.

## 8. Assignment of Space

As of October 01, 2023 NCSL International will be assigning Exhibitor Booths using a First Come First Served basis. The previous assigning method using a Priority Points System will no longer be used.

## 9. Exhibit Booth Rates and Services

	Member*	Non-Member
Prime Booth	\$2,850	\$3,200
Premium booth	\$2,700	\$3,050

\* Only Business Group Membership qualify for member pricing

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## 10. Each Exhibit Booth Purchase includes

One 10' x 10' booth space, pipe and drapery, 7"x 44" identification sign with exhibitor name and booth number, Monday evenings Exhibitor Welcome reception, continental breakfast and breaks on Tuesday, Wednesday.

- One (1) full conference registration which includes: access to the Technical Program and luncheon
  - Tutorial Program sold separately
- Two exhibitor staff registrations include access to exhibit hall only
  - Luncheon tickets are available for purchase
  - Additional exhibitor staff registrations are available for purchase
  - Exhibit Hall Walk-through tickets (Tuesday only), are available for purchase
- Additional full conference registrations may be purchased at the published rate.

## 11. Exhibitor's Personnel

Exhibitor Staff Only badges will be made available to the official company representative for distribution to exhibitor personnel and are not transferable. The official NCSL International badge must be worn whenever a representative is in the exhibit hall. All personnel representing the exhibitor or his/her agents on the exhibit floor during installation and dismantling must be properly identified. Booths shall be manned by company specialists who are qualified to discuss details of their company's products or services. Distribution of advertising material and souvenirs must be confined to the exhibitor's booth.

**Canvassing or distribution of advertising material or souvenirs in the exhibit hall by representatives of non-exhibiting firms is strictly forbidden.**

## 12. Arrangement of Exhibits

Any portion of the exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. Management reserves the right to inspect the quality of the appearance of each booth prior to show opening.

Janitorial services will be provided for common use areas. Management will provide Security from Monday through Wednesday. If cleaning for an individual booth is desired, this must be contracted with Drayage Services.

## 13. Booth Design

Each exhibitor will be notified of the Service Kit provided on the website in April 2024. The Service Kit describes the type and arrangement of exhibit space for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Service Kit. Each exhibitor is responsible for keeping the aisles near its space free of congestion caused by demonstrations or other promotions. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. All exhibits must comply with the public accommodation provisions of the Americans with Disabilities Act of 1991 (ADA). Any exhibits with raised flooring must be ramped. Note - All dates and times are subject to change.

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## 14. Contractor Services

An official contractor will provide all services in the exhibit area. Complete information, instruction and schedule of prices regarding shipping, drayage, labor for installation and dismantling, electrical service, furniture, etc., will be included in the Service Kit to be forwarded from the Show Management. An exhibitors' service center will be maintained during applicable hours to facilitate services requested for additional needs of exhibitors. Under no circumstances will NCSL International or the Event facilities assume responsibility for loss or damage to goods consigned to the official contractor.

Advance shipments of exhibit materials must be made to the official contractor as specified in the Service Kit. Should any shipments not be made as specified in the manual, it will be removed by the official contractor and stored until the hall is ready to accept materials for the exhibition, and all costs involved will be charged to the exhibiting company. Exhibitors are responsible for the information provided in the Service Kit.

## 15. Sound Devices and Lighting and other Presentational Devices

Public address, sound-producing or amplifications devices that project sound must be kept at a conversational level and must not interfere with other exhibitors. Any form of attention getting devices or presentations must be terminated when crowds obstruct aisles or infringe upon another exhibitor's display. Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

## 16. Electrical Power/Furniture/Services

1. All electrical power must be ordered directly from the drayage company at their published prices.
2. Furniture and services must be ordered directly from the drayage company at their published prices.
3. Booth cleaning should be contracted with the drayage company.

## 17. Storage

The exhibitor should make arrangements with the contracted decorator for storage of packing boxes, crates, and palletted materials during the exhibition. Management assumes no responsibility for damage or loss of packing boxes, crates, or pallets.

## 18. Payment Schedule and Requirements

All transactions are in U.S. Dollars.

1. Contracts received before December 31, 2023
  - a. 50% deposit is due January 31, 2023 with the balance due March 1, 2024.
  - b. Late fee of \$400 per booth space for all payments received after March 1, 2024.

# EXHIBITOR CONTRACT 2024

**NCSL International Workshop & Symposium**  
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2. Contracts received by April 1, 2024
  - a. Full payment is due within 30 days of date on signed contract.
  - b. Late fee of \$400 per booth space for all payments 30 days past due.
3. Contracts received after April 1, 2024
  - a. Full payment is due with the signed contract.

Failure to comply with the payment schedule may result in the loss of the space selected. Exceptions must be negotiated with Management. See section 19 below for our Cancellation Policy.

## **19. Cancellation Policy (ALL CANCELLATIONS MUST BE IN WRITING OR EMAIL)**

Any exhibitor who cancels all or part of purchased booth space

1. Prior to December 31, 2023 will receive a full refund.
2. After December 31, 2023 through April 1, 2024 will forfeit and pay NCSL International, as liquidated damages, a sum of money equal to 50% of the full price of said exhibitor's booth space.
3. After April 1, 2024 will forfeit and pay NCSL International, as liquidated damages, a sum of money equal to 100% of the full price of said exhibitor's booth space.

In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount set forth above, unless the Conference Management enters into another lease for the space involved by June 1, 2024

It is understood that NCSL International has the right to reassign or resell canceled space regardless of fees assessed. It is also understood that the exhibitor may lose future exhibit privileges.

## **20. Demonstrations**

NCSL International recognizes that this is an ideal time to show new and unannounced products to a large number of prospective customers. It is the desire of NCSL International that this type of activity be confined to the exhibit booth in order to prevent violation of fire and safety regulations set by the Fire Marshall, and to prevent the disturbance of the neighboring exhibitors. If the demonstration cannot be accomplished in the exhibit booth, it shall be scheduled so as to avoid conflict with any NCSL International scheduled activity. Signage advertising the separate demonstration shall be displayed only within the exhibitor's booth in the NCSL International exhibit area.

## **21. Conduct**

All exhibits will be to serve the interest of the NCSL International members and will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. The Exhibit Manager reserves the right to request the immediate withdrawal of any exhibit that management believes to be injurious to the purpose of the NCSL International. Management reserves the right to refuse to admit to and eject from the exhibit area any objectionable or undesirable person or persons. The use of sideshow tactics or other undignified methods considered by the NCSL International to be objectionable are expressly

# EXHIBITOR CONTRACT 2024

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prohibited in the exhibition area and in any meeting room.

## 22. Acts of God

In the event that the premises in which the NCSL International conference was to be conducted shall become, at the sole discretion of the NCSL International, unfit for occupancy, or has been substantially interfered with by reason of any cause or causes not reasonably within the control of NCSL International, this agreement may be terminated by the NCSL International. For this purpose the term “cause or causes” shall include but not by way of any limitation, fire, flood, epidemic, earthquake, explosion or accident blockage, embargo, government restraints, restraints or orders of civil defense or military authorities, riot or civil disturbance, strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor, failure, impairment or lack of adequate transportation, requisition or commandeering of necessary supplies or equipment by local, state, or federal law, ordinance, rule, order or decree or regulation, legislative, executive or judicial, and whether constitutional or an act of God.

Should NCSL International terminate this agreement pursuant to the provisions of the above paragraph, the exhibitor waives any and all claims for damages and agrees that NCSL International may, after computing the total amount refundable to all exhibitors (the amount by which the total amount of fees paid by all exhibitors exceeds the total amount of NCSL International’s costs and expenses in connection with the preparation for conducting the show, including reasonable reserve for claims and other contingencies), refund to the exhibitor, as and for complete settlement and discharge of all said exhibitor’s claims and demands.

## 23. Liability and Security

NCSL International makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times.

NCSL International will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident or other causes. NCSL International will not be liable for injury to exhibitors or their employees or for damage of property in their custody, owned or controlled by them, which claims for damages, injuries, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claim. The exhibitor assumes all liability for any damage to the facility’s floor, walls, lighting fixture, etc. as a result of exhibitor negligence. The exhibitor will abide by and observe all laws, rules, regulations and ordinances of any governmental authority and of the contracted facility.

The exhibitor will pay and save NCSL International, its Board members, staff, and representatives, the city of Denver, CO harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within the Gaylord Rockies Denver facilities or property adjacent thereto occasioned by any act, neglect or wrong doing of the exhibitor upon the premises, and the Exhibitor will, at its own cost and expense, defend and protect NCSL International, its agents or official contractors, the city of Denver, CO and the Gaylord Rockies Denver facilities against any and all such claims or demands.

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## 24. Trademarks

NCSL International will be held harmless for any trademark, trade name, copyright or patent infringement on any printed materials belonging to or distributed by any exhibitor.

## 25. Attendee List

NCSL International will provide list of those attendees that have not asked that their information be withheld (opted out). NCSLI will also provide vendor supported lead retrieval devised for rent for "real time data".

## 26. Fire, Safety and Health

The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials must be located within the booth.

## 27. Insurance

Exhibitors and their subcontractors must provide proof that the insurance requirements are met or THEY WILL BE DENIED ACCESS TO THE SHOW FLOOR. NCSL INTERNATIONAL WILL WITHHOLD SERVICES from any entity that has not provided the appropriate insurance certificates or waiver.

Each exhibitor will provide management with a certificate of insurance evidencing that during the period of Monday, July 06th through Wednesday, July 11th, 2024 the exhibitor will have, in full force and effect, a comprehensive general liability insurance policy also containing contractual liability insurance and covering claims of bodily injury, death and property liability arising out of the exhibitor's operations, assumed liability or use of space and center, with a combined single limit of at least \$1,000,000.00 exhibitors' insurance must provide that it is primary coverage for all risks.

If the exhibitor is unable to obtain this coverage, the exhibitor must sign and return the "WAIVER AND RELEASE." By signing this waiver, the exhibitor assumes all responsibility and releases NCSL International from all claims arising from the exhibitor's participation in the show. NCSL International highly recommends that exhibitors make every effort to obtain the general liability insurance.

EXHIBITORS WILL NOT BE PERMITTED TO USE THE SPACE UNLESS A CERTIFICATE OF INSURANCE OR A SIGNED WAIVER HAS BEEN DELIVERED TO NCSL INTERNATIONAL.

## 28. Compliance

The exhibitor assumes all responsibility for compliance with all pertinent ordinance, regulations, and codes of duly authorized local, city, state and federal governing bodies concerning fire safety and health, together with the rules and regulations of the management of the Event facilities.

## 29. Labor

Rules and regulations for union labor are made by local unions and may change at any time. Where union

# EXHIBITOR CONTRACT 2024

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labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with these regulations. Information regarding specific regulations that are applicable may be obtained from the official contractor. Displays, painters, carpenters, electricians, and other skilled labor can be arranged through the official contractor at established rates. Labor order forms will be included in the Service Kit.

### **30. Unions**

It is further agreed that the exhibitor will abide by, and comply with, rules and regulations concerning local unions having agreements with the show facility and/or authorized contractors employed by NCSL International.

### **31. Hotel Use**

Showing of equipment or product presentations to registered members or guests of NCSL International by exhibiting firms other than on the exhibit floor during the official hours is expressly prohibited. Exhibitors may not use the hotel(s) to distribute literature, gifts, etc., to attendees unless approved in writing by Show Management.

### **32. Violations**

Upon violation and upon evidence of said violation, NCSL International may take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that NCSL International may incur thereby, and such exhibitor shall forfeit to NCSL International all monies paid or due.

### **33. Severability**

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.