



Exhibitor Contract 2019 Fall Plant Tours

All space reservations are made on a first-paid, first-served basis. In the event Exhibitor has no representation on the show floor by the stated move-in date, NWPCA reserves the right to re-sell the exhibit space or to move another exhibitor into that space.

Location

Exhibits will be located at Chelsea Hotel, Toronto.

Table-Top Exhibit Cost & Space

Cost: \$1,500 (NWPCA Members); \$2,500 (Non-NWPCA Members). Cost includes one 6' x 30" draped table with one side chair, and one full conference registration.

Set-up and Dismantle

Exhibit set-up will be on **Tuesday, October 1, 2019 from 9:00 AM to 4:00 PM**. Dismantling will be after the close of the exhibit hall on **Wednesday, October 2, 2019 at 7:00 PM**. Early dismantling is not permitted and may result in penalties, including restrictions on attending additional NWPCA conferences. All material must be removed from the Exhibit Hall by 8:00 PM Wednesday evening.

Exhibitor Agrees That:

1. All provisions listed above shall be part of this contract.
2. Assignment of space shall be determined by earliest reservation through signed application, contract and payment. NWPCA shall have sole discretion as to the placement of exhibit space.
3. NWPCA reserves the right to reject applications for space with or without cause, in its sole discretion. Exhibitors are expected to read and abide by the NWPCA Policies, and other rules and regulations as may be provided by NWPCA. Exhibitors must also comply with all rules and regulations of the Chelsea Hotel, Toronto, Canada. NWPCA shall have full power to interpret, amend, and enforce these rules and regulations, which may include removal from the Conference, provided any applicable amendments, when made, are brought to the notice of Exhibitors.
4. Upon written acceptance of this agreement from NWPCA, it shall be a legally binding agreement between the Exhibitor and NWPCA.
5. NWPCA reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interests of NWPCA. In addition, if a significant change in booth location needs to be

made prior to the conference, the change may be discussed with the Exhibitor. Should any portion of an 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 at NWPCA's request. NWPCA reserves the right to inspect the quality of the appearance of each booth prior to show opening. Any removal shall be at Exhibitor's sole expense.

6. Exhibitors assume all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All booth materials and decorations must be flameproof. No combustible, hazardous, or other dangerous material will be stored in or around exhibit booths. Public address, sound-producing or amplification devices that project sound must be kept at a conversational level and must not interfere with other exhibitors.

7. Shipping instructions will be sent to Exhibitor with confirmation of their contract acceptance and booth assignment. NWPCA shall not be responsible for any shipments by Exhibitor.

8. Exhibit hours will be;

- Tuesday, October 1, 2019: 5:00 PM – 7:00 PM
- Wednesday, October 2, 2019: 5:00 PM – 7:00 PM

9. Exhibits must be staffed during all open exhibit hall hours.

10. No printed materials are to be posted outside the Exhibitor's assigned space. Each Exhibitor is responsible for keeping the aisles near its exhibit 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.

11. The subletting, assignment, or apportionment of the whole or any part of the Exhibitor's space is prohibited. Space not occupied by the time designated will be forfeited by Exhibitors and their space may be resold, reassigned or used by NWPCA without refund.

12. All exhibits will be operated in a way that will not detract from other exhibits, the exhibition, or the Conference as a whole. NWPCA reserves the right to request the immediate withdrawal of any exhibit that NWPCA believes in its sole discretion to be injurious to the purpose of NWPCA, or otherwise promotes any products in competition with NWPCA's products, including but not limited to the Pallet Design System™. If Exhibitor believes that one of its products may potentially compete with NWPCA's products or would like to obtain NWPCA's approval prior to exhibiting a potentially competing product, it must first obtain approval from NWPCA before promoting such product. If Exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, NWPCA may remove the exhibit or part thereof, at Exhibitor's sole expense. NWPCA will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit deemed unsuitable to the character or purpose of the

exhibition.

13. Exhibitors are required to carry appropriate liability insurance, covering, at a minimum intellectual property infringement, accidents, and general liability, including covering NWPCA as an insured party. The cost of insurance for an individual exhibit space will be borne by the Exhibitor. Certificates of insurance are required to complete the contract between NWPCA and the Exhibitor. All certificates of insurance are due by September 15, 2019. Exhibitor will immediately notify NWPCA in the event of any changes to insurance coverage required under this Agreement. Failure to provide or maintain insurance may result in immediate termination of this Agreement and removal of Exhibitor at Exhibitor's expense.

14. NWPCA makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. The safekeeping of the Exhibitor's property shall remain the sole responsibility of the Exhibitor.

15. NWPCA will not be liable and Exhibitor waives any and all claims against NWPCA for loss or damage to the property of Exhibitor or its representatives or employees from theft, fire, accident or other causes. NWPCA will not be liable for injury to Exhibitor or its employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space. Exhibitor shall indemnify and hold NWPCA harmless against any and all damage to the property and personal injury caused by the Exhibitor or his or her agents, representatives, employees, or any other person. In addition, the Exhibitor shall be fully responsible to pay for any and all damages to property owned by Chelsea Hotel, Toronto, its owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless Chelsea Hotel, Toronto, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Chelsea Hotel, Toronto or any part thereof. Exhibitor's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of Exhibitor's occupancy and/or use of the exhibition premises, the Chelsea Hotel, Toronto property or any part thereof.

16. Products/Services may only be sold within the exhibit hall during the specified hours. Sales permits and tax considerations are the responsibility of the Exhibitor. Non-exhibiting suppliers are prohibited from selling or marketing products or services or distributing items.

17. Vendors must notify NWPCA of any event they wish to hold in conjunction with the conference. Events must be approved in advance by NWPCA and may not conflict with a scheduled NWPCA conference event.

18. Vendors must notify NWPCA of any audio or video recordings (and the intended use of such recordings) of conference attendees that will take place at their booth. NWPCA reserves the right to record the conference events, including Exhibitors, as determined in the sole discretion of NWPCA.

19. In the event that the premises or part thereof where the Conference is to be held shall, in the sole determination of NWPCA, become unfit or unavailable for occupancy, or shall be substantially interfered with, or should NWPCA be unable to deliver any exhibit materials, services or items, by reason of picketing, strike, embargo, injunction, act of war, act of God, fire or state of emergency declared by any government agency or by reason of any municipal state or federal law or regulation or, without limitation, by reason of any other occurrence beyond the control of NWPCA, NWPCA may cancel or terminate the Conference. In the event of such cancellation or termination, the Exhibitor waives any and all claims the Exhibitor might have against NWPCA for damages or expenses and agrees to accept in complete settlement and discharge of all claims against NWPCA, the Exhibitor's pro-rata share of the total amount paid by all exhibitors less all costs and expenses incurred by NWPCA in connection with the Conference including a reserve for future claims and expenses in connection therewith. In case NWPCA shall for any reason other than stated in the previous paragraph determine to cancel or terminate the exposition, the Exhibitor waives all claims the Exhibitor might have against NWPCA for damages or expenses and agrees to accept in complete satisfaction and discharge of all claims against NWPCA a refund of all amounts paid by the Exhibitor to NWPCA in accordance with this agreement.

20. Violation of any of the terms of this Agreement by the Exhibitor or his or her employees or agents shall at the option of NWPCA forfeit the Exhibitor's right to occupy space and such Exhibitor shall forfeit to NWPCA all monies paid or due. Upon evidence of violation, NWPCA 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 NWPCA may incur thereby.

21. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all previous Agreements and proposals. This Agreement shall be interpreted and construed by the laws of the Commonwealth of Virginia and the parties agree that any suit arising out of breach of the Agreement must be brought in the Commonwealth of Virginia and jurisdiction over the matter and the parties and venue properly lies in the Commonwealth of Virginia.

22. Your signature on this Exhibitor Contract binds you, your company, and its agents to the terms in this agreement.

EXHIBITING COMPANY NAME:

NAME (Please Print):

SIGNATURE DATE:

RETURN FULL SIGNED CONTRACT (ALL PAGES) TO MARK BARFORD, NWPCA Sr.
Director, Business Partnerships, mbarford@palletcentral.com Phone 703.519.6104 ext.
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