**North Texas Fire Marshals Conference Exhibitor Agreement & Guidelines**  
*Updated 03/21/2019*

THIS AGREEMENT is between the Exhibitor signing below (“Exhibitor”) and [LEGAL CORPORATE ENTITY SERVING AS FISCAL AGENT] (“NTFMA”) as of the date set forth below. The Agreement sets forth the terms for exhibit space and Exhibitor conduct and operation at the 2020 North Texas Fire Marshals Conference, hereinafter referred to as the “Event” on February 3-5, 2020.

1. **Acceptance:** By completing event registration, the Exhibitor accepts this Agreement and agrees to abide by its terms and guidelines.
2. **Parties:** The parties to this Agreement are the Exhibitor, along with its participating employees, subcontractors and representatives, and the North Texas Fire Marshals Association (NTFMA), a Texas non-profit corporation. NTFMA is the owner and operator of the North Texas Fire Marshals Conference. The parties are acting as independent contractors and no terms herein will create a joint venture, employment or partnership.
3. **Agreement:** In exchange for full and timely Exhibitor payment and promotional consideration, NTFMA will provide the services listed under the purchased Exhibitor Level through the event registration website.
4. **Cancellation and Refunds:** All cancellations of space must be received in writing. For written requests for cancellation of space before 30 days prior to the Event, the Exhibitor will be eligible for a full refund minus a $200 administrative processing fee. No refunds will be given after the 30 day minimum. In case the Event shall not be held for any reason whatsoever (see article #22), then and thereupon the rental and lease of space to the Exhibitor shall be terminated. In such case, the Exhibitor will consider the amount paid as a donation to NTFMA.
5. **License:** The Exhibitor is hereby licensed by NTFMA to demonstrate, sell, and provide samples of products, services and programs listed in its approved Exhibitor Application, and to distribute associated marketing materials, as well as to conduct other activities listed, during the exhibit hours of the Event within an exhibit area assigned by NTFMA. This license is non-exclusive, except where exclusivity is provided in sponsorship agreement of other written document by NTFMA..
6. **Compliance:** The Exhibitor will conduct its activities professionally and safely, and in accordance with this Agreement and any modifications and additions provided in writing by NTFMA.  The Exhibitor will comply with all applicable local, state and federal laws and regulations. NTFMA reserves the right to immediately revoke the above license to exhibit for non-compliance, without refund.
7. **Exhibitor’s authorized representative:** Each Exhibitor must name one person to be a representative in connection with installation, operation and removal of the Exhibitor’s exhibit. Such representative shall be authorized to enter into this Agreement for which the Exhibitor shall be responsible. The Exhibitor shall assume responsibility for such representative being in attendance throughout the Event; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, persons under the age of eighteen (18) may not staff the booth or assist in the move-in and/or move-out of any exhibit. Each booth may not be staffed with more than five (5) exhibiting personnel at one time per 100 square feet rented.
8. **Exhibitor conduct:** Exhibitors should not have the expectation for approval of themselves, their co-workers, employer or related company to be approved as a Event speaker or presenter. The NTFMA Conference Planning Committee and its presenting organizations have the expectation of objectivity of Planning Committee members in seeking out and approving speakers or presenters. Speakers and presenters are chosen based on their level of expertise and the quality and relevance of their topic to the Event attendees. Should an Exhibitor apply additionally as a speaker or presenter, the situation will be referred to the NTFMA Planning Committee for consideration. Exhibitors, and the company he or she is a representative of, may be removed from the Event and banned from future Event conferences for behavior that NTFMA determines, in its sole discretion, to be contrary to the general spirit and best interest of NTFMA. NTFMA reserves the right to decline, prohibit, deny access or remove any exhibit or Exhibitor which in NTFMA’s sole judgment is contrary to the character, objectives, and best interests of the Event or suitable for its attendee audience. This includes, but is not limited to, any violation of any public policy or this Agreement and extends to persons, things, printed matter, products, and conduct. NTFMA reserves the right to refuse exhibits not meeting standards required or expected by NTFMA, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. Any agreement by NTMFA to provide exhibit space is subject to Exhibitor’s agreement to abide by this Agreement and by NTMFA Policies and Exhibition Guidelines, if any. NTFMA reserves the right to deny exhibit space, and to revoke at any time, any agreement to provide exhibit space, if, in NTFMA’s sole discretion and judgment, the exhibit would (a) promote a product or service that may not lawfully be marketed in the United States, (b) involve a violation of law, regulation, or collective bargaining agreement, (c) include false or misleading promotional claims, (d) pose a risk to the health or safety of viewers or other exhibitors, (e) not be in keeping with the overall tone or theme of the Event, or (f) otherwise be contrary to the best interests of NTFMA. NTMFA also reserves such right if Exhibitor fails to make timely payment of any amounts due or acts in a way toward NTFMA personnel that, in NTFMA’s sole discretion, warrants removal from the Event.
9. **Booth installation and removal:** NTFMA reserves the right to fix the time for the installation of a booth prior to the Event opening and for its removal after the conclusion of the Event. Any space not claimed and occupied upon the published Event opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the Event. Exhibits must be staffed during designated Expo Show hours and may not, to any extent, be dismantled before the designated tear-down hours. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.
10. **Arrangement of exhibits:** Each Exhibitor will be provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by NTFMA for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of NTFMA, any exhibit fails to conform to the Exhibitor Kit guidelines or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Event. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of NTFMA.
11. **Exhibits and public policy:** Each Exhibitor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the Event. Compliance with such laws is mandatory for Exhibitor and the sole responsibility is that of the Exhibitor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the exhibitor. NTFMA has no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor’s space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, NTFMA will endeavor to answer them. Exhibitors must comply with City and State fire regulations. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform to National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited.
12. **Storage of packing crates and boxes:** Unattended freight in any display space as of one hour prior to the Event opening will be removed and stored at the Exhibitor’s sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by NTFMA or Venue staff. It is the Exhibitor’s responsibility to mark and identify all crates. Crates not properly marked or identified may be destroyed or removed. NTFMA assumes no responsibility for the contents of crates or boxes improperly labeled as “empty.” The removal and return of large crates that cannot be handled by hand will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the Exhibitor after the Event will be removed at the Exhibitor’s expense. Exhibitors will be billed by NTFMA for removal time and materials at prevailing rates. Neither NTFMA nor the venue shall assume any liability whatsoever for loss or damage.
13. **Social activities:** Any social function or special event planned by an Exhibitor, to take place during or after (on Venue property) Event operating hours, must be preapproved by NTFMA. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and Event activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by NTFMA. Distribution of Exhibitor materials unless otherwise agreed to by contract is not permitted to attendee sleeping room doors, NTMFA meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space.
14. **Operation of exhibits**: NTFMA reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the Event as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by NTFMA to be objectionable to the successful conduct of the Event as a whole. All demonstrations or other promotional activities must be confined to the limits of the purchased exhibit booth space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.
    1. **Check-In:** The Exhibitor must check in at the Event Check-in Table before set up to receive booth assignment, any exhibitor materials and Event credentials.
    2. **Booth Assignment:** Final booth assignment will be made by NTFMA at the Event. Exhibitor booth preferences, when ordered, will be honored using NTFMA's best efforts, but final event layout and exhibitor placement can not be guaranteed. NTFMA may take into account the date of Exhibitor submission of this Agreement, Exhibitor preferences, and other interests of NTFMA when making space assignments.
    3. **Equipment & Materials Drop-Off:** The Event does not have hand carts. Exhibitor is responsible for their own transportation equipment. For unloading only, park vehicles on the roadway nearest designated exhibit area and quickly move materials into designated exhibit booth. Do not arrange materials or set-up displays while parked on the site. Vehicles left unattended or blocking traffic may be ticketed or towed by police or Venue management. Equipment and materials may not be left in aisles and common areas at any time.
    4. **Set-Up:** The Exhibitor may set up for the Event starting at 4:00 PM the prior day to the published start date of the Event, or earlier with explicit permission of NTFMA. Do not arrive before set-up times without written approval from NTFMA. All exhibitor preparations must be completed 1hour before the start of the Event.
    5. **Valuables:** The Exhibit Area may be patrolled throughout the day by Event staff and at night by Venue staff, but the safety of property brought and left at the Event cannot be guaranteed. We recommend that you keep valuables with you at all times. **NTFMA and its event partners are not responsible for lost, damaged or stolen items.**
    6. **Tear Down:** The Exhibitor must remove all of its property, materials, and trash within 2 hours of the conclusion of the Event. To comply with event permits and for safety and other reasons, absolutely NO delivery, set-up or tear-down of equipment or displays will be allowed during Event hours. All materials and trash must be removed or properly disposed, including breakdown of cardboard boxes. Please do not leave any equipment, materials or trash at the Event. Excessive trash or materials left behind by the Exhibitor may result in an additional fee applied by Venue managers.
    7. **Parking:** To facilitate convenient attendee parking, Exhibitors are requested to park their vehicles in the designated Exhibitor or shuttle-bus parking lots, if available. A map of designated areas will be provided in the Official Exhibitor Kit.
    8. **Alcoholic Beverages:** Exhibitor may not serve alcoholic beverages in the exhibit hall or during Event hours.
    9. **Food and Non-alcoholic Beverages:** Exhibitor must purchase all food and non-alcoholic beverages to be consumed in their booth through the Venue.
    10. **Direct Sales:** No retail sales are permitted within the Event area at any time, but orders may be taken for future delivery.
    11. **Contests, Drawings, Raffles, Lotteries and the Like:** All promotional activities with prizes or awards exceeding $100 value must be approved in writing by NTFMA. Requests must be submitted 30 days prior to the opening of the exhibition and notice of approval or rejection will be given no later than 15 days prior to the opening of the exhibition.
    12. **Signage and decoration:** The Exhibitor will need to bring its own signage and sign fastening system to display in its booth space. Backdrops will be provided behind all booths. Backdrops and signage are the property of NTFMA. Signs may be attached to tables as well. All fastening must be done with non-damaging tape and fastening equipment. Table covering will be provided but Exhibitors may bring additional covering material at their discretion. Decoration must not overlap, block or obstruct the view, from walkways, of other booths. Tall displays and equipment (higher than waist level) must be placed in the back half of your exhibit.
    13. **Electrical:** Electrical service is available from one outlet at 5 amp (shared circuit) or 15 amp (dedicated circuit) 110v service. Additional optional electrical service for dedicated 30 or 50 amp 220v service may be requested and provided for an additional fee. For 220v service, Exhibitor is responsible for all cabling and connections to connect to electrical equipment, For 110v service, Exhibitor is responsible for multi-outlet strips, if multiple devices are used. All electrical extension devices shall have surge protection and be listed. Total wattage may not exceed 500 watts for 5 amp service (heating/cooling elements are not allowed). Electric cords and outlets may be placed behind your booth area to service other booths, and NTFMA or Venue staff may need to access to that location during the event.
    14. **Literature Distribution:** All demonstrations or other activities must be confined to the limits of the Exhibitor’s booth. Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by Exhibitor in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility without specific approval or contract agreement with NTFMA.
    15. **Intellectual Property Licensing:** Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted, patented, or trademarked materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless NTFMA, and Venue facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.
    16. **Sound:** Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. MEGA shall be the sole judge of what constitutes appropriate sound levels.
    17. **Live Animals:** Live animals are prohibited unless otherwise approved in writing by NTFMA.
    18. **Booth Representatives:** Booth representatives, including models or demonstrators, must be properly registered and wear Event credentials, and be properly and modestly clothed.
    19. **Booth Giveaways:** All giveaway items (with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the Exhibitor’s product) must be submitted for approval to NTFMA no later than three (3) weeks prior to the opening of the Event. Applied adhesive material may not placed on Event credentials.
15. **Liability and insurance:** All property of the Exhibitor remains under his or her custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither MEGA, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.
16. **Indemnification**:  Exhibitors are responsible for fully insuring their property and activities at the Event. The Exhibitor will maintain in effect throughout the Liability Insurance with NTFMA named as additional insured. Exhibitor agrees that NTFMA will not be liable or responsible for any loss, damage, or theft of Exhibitor’s property. Exhibitor will indemnify and hold NTFMA and its Event partners harmless from and against all claims, losses, liabilities, damages and expenses (including attorneys’ fees) on account of injury to any person or damage to property, arising in whole or part by any acts or omissions of the Exhibitor.
17. **Promotion:** The Exhibitor will provide active promotion of the event through all of its marketing, customer and employee communication channels, including newsletters, emails and social media. The Exhibitor grants permission to NTFMA to reproduce (print or display) video and images of its participation in the Event and its supplied logos, subject to its logo guidelines but not subject to Exhibitor approval of each logo application.
18. **Purchasing of postal use mailing list or Event attendee list:** Unless participating as a “Captain level” sponsor or above, Exhibitors may not nor will be allowed to purchase a one-time use pre and post-conference attendee list to include attendee name, company name, title, and business address or attendee registration survey data. The list of names and addresses is, and remains the sole exclusive property of NTFMA, and may not be used for any purpose, or incorporated into any other list or database. “Captain level” sponsor Exhibitors (and above levels) acknowledges that licensed data will not be used by Exhibitor to compile, verify, edit, enhance, update, distribute, or publish any other database, directory, or information medium.
19. **Damage:** The Exhibitor is responsible for any damage it causes to the grounds, equipment or property of the Event or other vendors, including damage cause by improperly secured displays and other items.
20. **Cancellation:**  NTFMA may cancel the Event due to an Act of God or other significant disrupting occurrence beyond its reasonable control. In the event of cancellation, NTFMA will provide the Exhibitor a partial refund, pro-rated to reflect the percentage of all avoidable Event expenses, and both parties will be relieved of any further obligations of this Agreement.
21. **General:** This agreement is binding upon the parties, their successors, assigns and representatives. This agreement will be enforced under the laws of the State of Texas. This is the entire agreement regarding Event exhibition. Any disputes arising out of this Agreement will be resolved through mediation and, if necessary, binding arbitration, conducted in Tarrant County, TX in accordance with the rules of the American Arbitration Association.

Thank you for participating in this NTFMA Event. Your compliance with this agreement will help make the Event a benefit for all participants.

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