

2019 NATIONAL FUNERAL DIRECTORS AND
MORTICIANS ASSOCIATION
EXHIBITOR CONTRACT & AGREEMENT

NFDMA 2019
August 6-7, 2019
Mobile Arthur R. Outlaw Convention Center – Mobile,
Alabama

By signing Application to Contract for Exhibit Space (herein referred to as "Exhibit Contract" exhibitor agrees to abide by these Terms, Rules and Regulations and all amendments thereto and decisions of Show Management. For purposes of this agreement, the term "Show Management" shall mean NFDMA, and its' respective directors, officers and staff. The term "Exhibitor" shall mean any company, firm or person who has applied for or been allocated any space at the Exhibition. The Exhibition Space contract will not become binding until executed by an authorized representative of Show Management.

Company _____ Date _____

Address _____

City _____ State / Prov _____ Zip Code _____

Contact _____ Title _____

Phone _____ Fax _____

Email _____

Exhibit Space Reservation

* Show Management will make every effort to not place Exhibitors next to their competitors. Show Management reserves the right to alter an Exhibitor's assigned space if it is deemed necessary in the best interest of the exposition. Before exercising its discretion, Show Management will consult with Exhibitor. Exhibit space assignments are made on the basis of priority, availability, need and space, with all assignments made in the best interest of the exposition.

- Small
- Regular
- Large

Total Amount:

The NFDMA Exhibit Hall offers a variety of booth sizes. All exhibit spaces are priced per 10' x 10' booth. Booth spaces are available in any configuration of 10' x 10' such as 20' x 20', 30' x 30', 50' x 50' and larger models. No tabletops are available.

Exhibit Space Includes:

- Booth drape: 10 feet high in the back, 3 feet high on the sides
- Four Complimentary exhibitor registrations with each 10 x10 purchase
- Online booth promotion, including company description, product details, and social media links
- Company listing in attendee materials if contracted by June 1 deadline
- Pre/Post conference attendee list containing mailing addresses three weeks prior to conference
- Opportunity to serve food and beverage from your booth. Deadline to request food and beverage service is June 15th

Please provide contact details on the person within your company that will be handling the logistics for the event (if different from above)

Main Contact Name _____ Title _____

Phone _____ Email _____

Payment information (select payment type):

*Check Enclosed (Make checks payable to National Funeral Directors and Morticians Association and mail to: 6290 Shannon Parkway Union City, GA 30291)

Charge Card Amount \$ _____

- Amex
- Visa
- MasterCard
- Diners Club
- Discover

Name on Card: _____

Card #: _____ Exp.Date: _____

Signature: _____

Send me an invoice

Pay online

Terms of Payment for Exhibitors

Exhibitors are required to pay 100% of their commitment. No branding/promotion will take place until full payment is received. Exhibitors are required to pay 50% of commitment upon contract signature (a credit card hold is acceptable if Exhibitors prefers to pay by company check). Failure to pay within 14 days of commencement may constitute a forfeiture of participation and will still require all monies due unless acceptable payment arrangements are made.

Exhibitor agrees to comply with all applicable federal, state and local laws; and with the Terms and Conditions included in this application. Terms and Conditions on back.

SIGN HERE PLEASE

Name of Authorized Representative _____

NFDMA Representative Ellen Young

Signature _____

Signature _____

(Required)

Date _____

Date _____

Please email contract to expo@nfdma.com. All questions should be directed to Ellen (Ella) Young at 770-969-0064

TERMS AND CONDITIONS

RULES & REGULATIONS FOR NFDMA CONVENTION & EXPO: It is understood and agreed that NFDMA may revoke this contract at any time if it determines, in its sole discretion, that the products and services we intend to exhibit are not suitable or appropriate. In such case, NFDMA shall refund to us all sums paid hereunder, which shall be in full liquidation of all loss or damages suffered by us.

We understand that if we cancel this contract and notify NFDMA of the cancellation in writing before May 31, 2019, 100% of the payments received by NFDMA will be returned. If we cancel after May 31, 2019, no refund shall be returned to us by NFDMA. No refunds will be issued on contracts received by NFDMA on or after May 31, 2019. We understand our labor, electrical, carpet, furniture and other requirements are not included in the exhibit rental fee. When reserving your exhibit space online and by checking the box, you hereby accept the terms of this agreement.

We understand that we are entitled to 4 badges per 100 sq. ft. (10'x10') of booth space for employees. All rules and regulations of the exposition have been read and are accepted by us and made a part of this contract and we agree to comply with them. We also agree to abide by any future rules and regulations which NFDMA adopts. Exhibitors are obligated to exhibit for all hours of the exposition. No early breakdown of exhibit is allowed.

1. **SPONSOR:** The National Funeral Directors and Morticians Association (NFDMA) is the sponsor of the exposition. NFDMA shall be represented by the Expo Manager and the NFDMA organization. They are the only agents authorized to bind NFDMA with regard to this exposition.

2. **EXHIBITOR'S AUTHORIZED REPRESENTATIVE:** Exhibitor must name an authorized representative in connection with installation, operation, and removal of firm's exhibit. Representative shall be authorized to enter into such service contracts as may be necessary and for which Exhibitor shall be responsible. Exhibitor shall assume responsibility for representative being in attendance throughout all Show periods and for keeping exhibit neat, manned and orderly at all times. Exhibitor also agrees not to use the NFDMA name, initials or logos in booths or advertising without express written permission of NFDMA. NFDMA reserves the right to modify and/or cancel program, location, content and speakers. No exhibitor may sell any material with the name of the National Funeral Directors and Morticians Association, or NFDMA, or use the Association's logo. Photos of the convention attendees may not be taken during the Association Meetings and used for sale or commercial advertising or publicity without the written permission of the NFDMA.

3. **LOCATION:** The 2019 NFDMA Expo will be held in the Mobile Arthur R. Outlaw Convention Center, Mobile, AL. The exposition diagram shows exhibit spaces available within the Center and their respective prices.

4. **INSTALLATION AND DISMANTLING:** All exhibit areas will be available at 8:00 A.M. on Monday, August 5, 2019. All exhibits will be arranged and completed by 12 p.m. on Tuesday, August 6, 2019. No exhibits shall be dismantled, or any packing done before the final closing hour of the exposition. Packing cases or material will not be allowed on the exhibit floor before that hour. All exhibits must be removed from the Center by 10:00 p.m. Wednesday, August 7. NFDMA reserves the right to alter the exposition hours.

5. **LABOR:** Orders for all services including unpacking, repacking, setting up exhibits, electrical work, carpenters, labor (skilled and common), furniture rental, decorating, sign painting, floor coverings, photographs, flowers, should be promptly submitted to the Service Contractor on order forms provided by service contractor. If required by rules and regulations of the Center, exhibitors shall employ designated labor contractors in the installation and dismantling of their exhibits. All labor rates and overtime requirements are subject to modification. Exhibitors will pay for the charges made by the labor contractor, including overtime or double time, if work for such exhibitors is performed when such rates are applicable. Bills rendered exhibitors during the exposition must be checked and approved for payment before the time for dismantling terminates.

6. **ASSIGNMENT OF EXHIBIT SPACE:** The space selection process will begin after the 2018 Expo. NFDMA will use its' best efforts to locate the booth (s) in one of the locations designated by Exhibitor on Exhibit Space contract. The exhibit space will be made available via the online floor plan, and will be available on a first-come, first-served basis. In cases where exhibitors have like histories, date of receipt of contract shall be considered. Notwithstanding the above, the space assignments made by NFDMA are within its sole and absolute discretion. NFDMA reserves the right to change such assignments at any time prior to or during the exhibition, as it may in its' sole discretion deems necessary. Any space not claimed and occupied before noon on the first day of the exhibition may be re-assigned or re-rented without refund of rental paid, the amount of advance rental being agreed to as liquidated damages. It is agreed that if NFDMA moves an exhibitor to a different space from that originally assigned, and the rental of the new space is less than the original space, credit will be given accordingly to the exhibitor.

7. **ARRANGEMENT OF EXHIBITS:** The following rules will govern the set-up of booths and the arrangement of exhibits: (a) The standard booth equipment furnished by NFDMA will consist of (i) an eight (8) foot high back wall with aluminum uprights and stock stanchion, (ii) division rails three (3) feet high, and (iii) one (1) sign of standard length and width (7" x 44") with two (2) lines of lettering giving exhibitor's name and booth number. Exhibitors desiring to use additional signage must obtain written approval of the NFDMA Expo Manager. (b) No fabricated exhibitor construction for inline booths walls shall exceed eight (8) feet in background height or three (3) feet in divisional rail height except as otherwise specifically provided herein. (c) In island spaces with aisles on all four (4) sides, overhead panels or "bridge type" construction may be permitted to a maximum height of sixteen (16) feet along the center of the space or along the aisle lines. Exhibitors selecting this type of space will be permitted to use more completely the cubicle content of the booth. In peninsula spaces surrounded by aisles on only three (3) sides, the background must be on the side that is not an aisle. The background at this point is to be eight (8) feet high. (d) Exhibitors who are assigned more than one (1) space and whose spaces are adjacent to each other shall treat these spaces as if they are one (1) single space with no intervening merchandise or counters so that a person may move throughout the entire booth without resorting to the aisles. No construction will be allowed on the sides of any booth which would obstruct the view of adjacent booths. (e) Counters may be erected along the sides or across the rear of a space, thus preserving the "open booth" appearance. When counters, exhibits or other material are installed at the front of the space, they must be recessed six (6) inches from the aisle line. (f) All exhibits, and the operation of all machinery and equipment, and the use of all electrically wired display material within the exhibits, must be in strict compliance with all applicable fire, utility, building codes and regulations, city, state and federal law, these rules and regulations, and the rules and regulations of the Center. Any exhibitor supplying decorations, fabrics, signs, hangings, etc., must ensure that they are fireproofed in such manner as to pass the strand test for stage material as required by local fire ordinances. The exhibitor agrees to accept full responsibility for all such compliance. (g) Exhibitor shall comply with all regulations relating to the Americans with Disabilities Act (ADA) in the design of, and access to booths and exhibits. NFDMA shall have full discretion and authority in the placement, arrangement and appearance of all exhibits. NFDMA may require the rearrangement, redressing or redecorating of any item or of any exhibit, and no liability shall attach to NFDMA for costs that may incur thereby by the exhibitor. NFDMA may, in its sole discretion, make such requirements at any time as it deems necessary or expedient as to uniformity in signs, colors, displays, or any other materials. Exhibitors shall only display those items which they manufacture or deal with in the regular course of their business. NFDMA reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any exhibitor or its representatives, with or without cause. If cause is not given, liability shall not exceed the amount of the exhibitor's rental fee unearned at the time of ejection. If any exhibit or exhibitor is ejected for violation of any of the applicable rules or for any other cause, no return of the rental fee shall be made.

8. **RIGHT OF ENTRY AND INSPECTION:** NFDMA shall have right at any time to enter the leased or assigned area occupied by Exhibitor or otherwise inspect Exhibitor's material.

9. **ANCILLARY SERVICES:** The following services are available in accordance with the terms and conditions set forth below: (a) Security: NFDMA will hire independent security services for the Center, but will have no liability to exhibitors, their employees, representatives, or agents as a result of any act or omission of the security service. (b) Cleaning: NFDMA shall provide cleaning of the aisles of the Center during the exhibition. It shall be the obligation of the individual exhibitors to maintain their own exhibit space. (c) Storage: The drayage contractor or Center will provide storage space for all crates and boxes. Storage may be arranged for at the Service Desk, which will provide tags to be used by exhibitors to identify pieces to be placed in storage for the duration of the exposition and returned to exhibitors' spaces after final closing. The tags are to be filled in with the space number of the exhibitor and are to be attached to each piece being stored. NFDMA has no responsibility or liability arising out of the storage of boxes, crates or other items by the exhibitor with the Center. To comply with fire regulations, wrapping materials such as paper, excelsior, etc., must be completely enclosed within packing boxes. Small boxes and articles should be nested in larger ones to reduce the number of pieces to be stored and eliminate the likelihood of small pieces being lost. No boards or skids will be accepted for storage unless securely tied into bundles and tagged. Materials not complying with these requirements will be considered refuse and disposed of by the cleaners. (d) Shipping: Upon request, complete instructions covering shipment will be supplied by the General Service Contractor. There are adequate loading docks to handle exhibitor's freight. Freight must be unloaded on the receiving dock and then transported into the building. The use of any truck or motor vehicle in the building by any exhibitor will be at the exhibitor's risk. (e) Music: NFDMA will have a music license from BMI, ASCAP, and SESAC permitting the use of the musical compositions listed by these three organizations. Exhibitors may play only canned or non-live musical compositions that are licensed by BMI, ASCAP or SESAC. Live music may only be utilized by Exhibitors upon prior written permission of NFDMA. (f) Lighting and Electrical: NFDMA shall provide for general illumination of the exhibit hall from regulating lighting fixtures already in the hall. Standard one hundred twenty (120) volt current is available. Upon request by the exhibitor, two hundred eight (208) volt single phase and three (3) phase alternating current will be made available to the exhibitor. (g) Telephone: Private telephone service is available in booths to those exhibitors ordering in advance. (h) Movies: Exhibitors who intend to show movies in their booths shall obtain from the NFDMA Expo Manager complete instructions governing the showing of such movies. Union operators may be required for projection machines and automatic projectors. Exhibitors utilizing projectors shall comply with all applicable rules.

10. **RESTRICTIONS:** The following restrictions will apply to all exhibitors unless modified in writing by the NFDMA Expo Manager. (a) Any plan to induce visitors to the booth of any exhibitor by what may be considered a lottery is prohibited. An opinion as to what constitutes a lottery, prepared by NFDMA General Counsel, can be obtained by addressing a request to the NFDMA office in Union City, GA. The opinion of the NFDMA General Counsel shall be binding upon all exhibitors. (b) No exhibitor may allow any article to be brought into or act done on the premises which will violate or increase the premium on the policies of insurance held by the Center, nor permit anything to be done by its employees or agents by which the premises shall be in any manner marred or defaced. No signs or other attachments shall be affixed, screwed, nailed or otherwise attached to the walls, floors, ceiling, doors or other fixtures of the Center in such a manner as to deface, mar, alter or damage same. Exhibitors shall compensate NFDMA and the Center, as their interest may appear, for any damage resulting from the acts or omissions by an exhibitor, its employees, representatives or agents. (c) Samples, catalogs, pamphlets, souvenirs, publications, etc. of a dignified character may be distributed by an exhibitor only from its own exhibit space and may not be distributed in any manner or during any other event or gathering sponsored by NFDMA. (d) Exhibits shall be arranged so that instructions, demonstrations and entertaining of visitors can be done within the confines of the exhibitor's space and not in the aisles. (e) Exhibitors shall be responsible for maintaining booth noise so as not to interfere with the normal display and conversation of other exhibitors and attendees. NFDMA reserves the right to restrict exhibits which because of noise, method of operation, or any other reason, become objectionable or disruptive. As a guide, exhibitors should refrain from employing any sound system, amplifier, loud speaker, singers, music, recordings, or other action or device which produces or generates noise in excess of 80 decibels (dB) as measured at the boundaries of the booth. The NFDMA Expo Manager shall have full discretion and authority in restricting and/or eliminating methods of attracting attention which he deems, in his sole discretion, distracting, objectionable or which detract from the general character of the exposition. (f) The exhibitor agrees not to extend group invitations, call meetings, or otherwise encourage absence of groups of exhibitors and/or NFDMA members from the exhibit hall and NFDMA convention during the hours of said exhibition and convention activities. Exhibitor agrees not to hold any special functions on or off the premises of the Association (host) headquarters hotel, during the period of the NFDMA convention without prior approval of NFDMA. (g) No subletting or assignment of exhibit space, in whole or in part, will be permitted. Each exhibitor represented in the Center must enter into a separate exhibit rental contract with NFDMA. Any exhibitor subletting or assigning exhibit space will risk cancellation of its rental contract and forfeiture of all rental payments. (h) No spotlights, strobe lights or floodlights will be permitted to be installed without the consent of the NFDMA Expo Manager. The demonstration of motor-operated equipment is permitted on special arrangement with the NFDMA Expo Manager. Demonstration or operation of an apparatus of any kind that is noisy, or distracting is not permitted. (i) No flammable fluids, substances or materials of any nature, including decorative materials, as defined by the fire regulations, may be used in any booth. (j) No distribution of food shall be permitted if it results in an offensive, unsatisfactory and/or unclean condition of exhibits or floor space. No on-site preparation of food is permitted. NFDMA reserves the right to prohibit all distributions of food if so, required by the Center. (k) NFDMA reserves the right, in its sole discretion, to restrict exhibits which are operated in an objectionable manner, and to prohibit and require the removal of any exhibit which may detract from the general character form of the exposition. This right of restriction and removal includes person, things, conduct, printed matter, music, sounds, or anything of a character which may be, in the sole discretion of NFDMA, objectionable or detrimental to the exposition as a whole or in violation of these rules and regulations.

11. **ADMITTANCE:** NFDMA requires a conference badge for everyone who enters the Exhibition Hall. Security will enforce this requirement during move-in, show hours and move-out. Children under the age of 18 will not be permitted in the Exhibition Hall during set-up or dismantle. Children may visit the Exhibition Hall during show hours if accompanied by an adult wearing a badge. Representatives of exhibitors shall only be admitted to the exhibit hall if they are displaying registration badges. Registration badges are available to owners, executives, employees of exhibitors. Each representative must have his or her own exhibit badge. NFDMA reserves the right to limit the number of exhibitors represented at any one time representing any one exhibitor. No representative may loan or trade his or her registration badge to any other person for any reason. Names for badges should be submitted to NFDMA by June 15, 2019. NFDMA reserves the right to cancel any exhibitor's contract or revoke the registration and badge of any representative or exhibitor who violates the rules and regulations of the exhibit. NFDMA shall collect the applicable registration fee from any unregistered individual who makes use of a registrant's badge. In the event that the misused badge belongs to that of an exhibitor or his representative, if the fee is not collectable from the individual, the firm whose representative loaned the identification badge will be responsible for the amount of that registration fee.

12. **LIMITATION OF LIABILITY:** NFDMA shall not be liable for any damage to or loss of exhibitor's property, nor for injury or death of exhibitor or its employees, representatives, or agents, nor for any damage of any nature to exhibitor's business, nor for the failure to hold the exposition as scheduled, unless such damage, loss, injury, death or failure to hold the exhibit is the direct and proximate result of the intentional or grossly negligent act of NFDMA. Moreover, in the event of any such intentional or grossly negligent act of NFDMA, NFDMA's liability to exhibitor, if any, shall in no event exceed the total amount paid to NFDMA hereunder by exhibitor. If any such refund is sought by exhibitor due to a failure to hold the exhibit for the entire scheduled time period because of an intentional or grossly negligent act of NFDMA, the refund of the rental payment shall be pro-rated to compensate exhibitor only that period of time the exhibit was not open as scheduled. Exhibitor specifically acknowledges and agrees to this limitation of NFDMA's liability hereunder. Exhibitor hereby agrees to indemnify, hold harmless and defend NFDMA from and against all liability, responsibility, loss, damage, costs or expense of any kind whatsoever, including but not limited to attorney fees, which NFDMA may incur, suffer or be required to pay as a result of or arising directly or indirectly from any intentional or negligent act or omission by exhibitor or any of its employees, representatives or agents. Neither NFDMA nor the owners of the exhibit hall shall be responsible for any damage done to any exhibits, crates or boxes due to the packing, storing, uncrating or unpacking thereof, and all such services are rendered and accepted upon this condition and understanding. A representative of the exhibitor must conduct or supervise the packing and unpacking of each exhibit. NFDMA will carry public liability insurance solely for the protection of NFDMA and the Center. Such public liability insurance shall not cover the exhibitors, their property, employees, representatives or agents. If an exhibitor is found in violation of these rules, their booth will be shut down immediately and booth space fees not refunded and said exhibitor may not be allowed to attend future NFDMA events. The NFDMA reserves the right to cancel any agreement should an exhibitor violate any term (s) of this agreement or engage in any illegal or unauthorized activity. The exhibitor shall vacate the booth that day at the close of business.

13. **INSURANCE:** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify and hold harmless NFDMA, 2019 NFDMA Convention & Expo, its employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorney fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof. In addition, Exhibitor acknowledges that NFDMA and the 2019 NFDMA Convention & Expo do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Convention Center, its owners or managers that result from any act or omission of Exhibitor. Exhibitor shall, at its own expense, secure and maintain the insurance listed below during the full term of the contract, including move-in and move-out. Required coverage: a) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit liability for bodily injury, and b) Worker's Compensation Insurance.

14. **SUITCASING/UNAUTHORIZED SOLICITATION POLICY:** Please note that while all meeting registrants are invited to the 2019 NFDMA Convention & Expo, any registrant who is observed soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied including denial of participation at future NFDMA events.

Please report any violations you may observe to NFDMA staff. NFDMA recognizes that "suitcasing" may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; restaurant, club, or any other public place of assembly. For the purposes of this policy, "suitcasing" violations may occur at venues other than the exhibition floor. NFDMA must be informed of any hospitality suites, or other venues used for commercial activity in advance of its show and expressed consent must be received prior to the event.

15. **PHOTOGRAPHY:** Exhibiting, registration and attendance at, or participation in, NFDMA's meetings and other activities constitutes an agreement by the registrant to NFDMA & The Center's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audio tapes of such events and activities.

16. **WAIVER:** Waiver by either party of any term or condition or breach shall not constitute a waiver of Rights of NFDMA shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of NFDMA.

17. **CANCELLATION OR POSTPONEMENT OF SHOW:** In the event that the show is postponed due to any occurrence not occasioned by the conduct of NFDMA or Exhibitor, whether such occurrence be an Act of God, common enemy result of war, not civil commotion, labor dispute, terrorist action, government action or actor conduct of any person or persons not a party or privy to this Agreement shall be excused for such period of time as it reasonably necessary after such occurrence to remedy effects thereof, and in any event for duration of such postponement. In the event such occurrence results in cancellation of show, obligations of parties under this Agreement shall automatically be terminated and all rental payments made under this lease shall be refunded to Exhibitor, less a prorated share of expenses incurred by NFDMA (Show Management) in connection with the show. Show Management reserves the right, with no liability to Exhibitor for refunds. Additional expenses or otherwise to change date or place of show upon two weeks' notice to Exhibitor, effective from date of mailing such notice.

18. **APPLICABLE LAW AND JURISDICTION:** Exhibitor hereby agrees that the laws of the State of Georgia shall control construction and enforceability of this Agreement and hereby consents to jurisdiction of the State of Georgia and Federal District Courts within the State of Georgia with respect to any right of action arising under this Agreement.

19. **SEVERABILITY:** In the event any provision of this Agreement is invalid or unenforceable, then neither remaining provisions of this Agreement nor other applications of provisions involved shall be affected thereby.

20. **AGREEMENT SUBJECT TO TERMS OF FACILITY LEASE:** This agreement between NFDMA (Show Management) is subject to the terms of lease between NFDMA and exhibit facility and any other party relating to the Exhibit/Show. Exhibitors shall not undertake any act or fail to fulfill any obligations which shall be in violation of said lease or agreements.

21. **SHOW DIRECTORY:** Exhibitors are required to pay 100% of their commitment. No branding/promotion will take place until full payment is received. Exhibitors are required to pay 50% of commitment upon contract signature (a credit card held is acceptable if Exhibitor prefer to pay by company check). Failure to pay within 14 days of commencement of the event may constitute a forfeiture of participation and will still require all monies due unless acceptable payment arrangements are made. Any Exhibitor whose fees are not paid by June 1, 2019, will not be listed in the official show directory.

All questions should be directed to Ellen (Ella) Young at (770) 969-0064 or expo@nfdma.com