

# Application and Contract for Exhibit Space

## NDA Demolition Convention and Expo

**Event Dates:** March 4-7, 2021 ■ **Exhibit Dates:** March 5-7, 2021 ■ Ernest N. Memorial Convention Center  
■ New Orleans, Louisiana



### Company Information *For coordinating all exhibit booth information*

|                |          |     |
|----------------|----------|-----|
| COMPANY NAME   |          |     |
| CONTACT NAME   | TITLE    |     |
| STREET ADDRESS |          |     |
| CITY           | STATE    | ZIP |
| PHONE          | EXT      |     |
| E-MAIL         | WEB SITE |     |

### Exhibitor Standard Booth Package

- A standard identification sign (7" x 44") indicating company name and booth number
- Eight-foot-high (8') back wall drape and three-foot-high (3') side rail drape
- Perimeter security guard service during all show hours (24-hours)
- Daily cleaning of Expo aisles and common area
- Company Listing on the NDA website from date of contract through March 2021
- Exhibitor listing and booth number in the Annual Convention Onsite Guide
- Complimentary Expo only badges (Limited number – only applicable to companies with a booth 400 sq. ft or larger)
- One (1) complimentary full conference badge per company
- Pre-Show attendee list including: contact, company name, title, mailing address, phone and email (made available two weeks prior to Convention)
- Post-Show attendee list including: contact, company name, title, mailing address, phone and email (made available two weeks after Convention)

### Booth Information

| Booths or Square Feet     | Member   | Per Sq.Ft. | Non-Member | Per Sq.Ft. |
|---------------------------|----------|------------|------------|------------|
| One Booth - 100 Sq.Ft.    | \$2,500  | \$25.00    | \$4,000    | \$40.00    |
| Two Booths - 200 Sq.Ft.   | \$4,000  | \$20.00    | \$5,500    | \$27.50    |
| Three Booths - 300 Sq.Ft. | \$4,500  | \$15.00    | \$6,000    | \$20.00    |
| Four Booths - 400 Sq.Ft.  | \$5,500  | \$13.75    | \$7,000    | \$17.50    |
| Five Booths - 500 Sq.Ft.  | \$6,750  | \$13.50    | \$8,250    | \$16.50    |
| Six Booths - 600 Sq.Ft.   | \$7,650  | \$12.75    | \$9,150    | \$15.25    |
| Seven Booths - 700 Sq.Ft. | \$8,750  | \$12.50    | \$10,250   | \$14.64    |
| Eight Booths - 800 Sq.Ft. | \$9,400  | \$11.75    | \$10,900   | \$13.63    |
| Nine Booths - 900 Sq.Ft.  | \$10,350 | \$11.50    | \$11,850   | \$13.17    |
| Ten Booths - 1000 Sq.Ft.  | \$11,000 | \$11.00    | \$12,500   | \$12.50    |

Size Booth Requested: \_\_\_\_\_ ft. x \_\_\_\_\_ ft. = Total Square Feet \_\_\_\_\_

**Total Price:** \_\_\_\_\_

First Choice \_\_\_\_\_

Second Choice \_\_\_\_\_

Third Choice \_\_\_\_\_

### Payment Information

NDA Tax ID Number 23-7193442

Check/Check Number: \_\_\_\_\_

*Make check payable to NDA in U.S. Funds.  
Include copy of application or invoice.*

Credit Card (Please do not provide credit card information on this contract)

*Upon receipt of this contract, NDA will email an invoice with credit card processing information.*

### Note—Please read and sign

The Contract Conditions/Rules & Regulations are part of the NDA Demolition Convention and Expo Application & Contract for Exhibit Space and should be read carefully before signing the application & contract. Please forward the Contract Conditions/Rules & Regulations to the person(s) in charge of your exhibit space at the NDA Demolition Convention and Expo.

Upon signing the Application & Contract, the exhibitor and/or partner acknowledges that they have read, understand and will abide by the Contract Conditions/Rules & Regulations for the NDA Demolition Convention and Expo.

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### Questions?

Please contact Ryan Leach ■ 202-367-2429 ■ [rleach@demolitionassociation.com](mailto:rleach@demolitionassociation.com)

# Contract Conditions/Rules & Regulations

## NDA Demolition Convention and Expo

**Event Dates:** March 4-7, 2021 ■ **Exhibit Dates:** March 5-7, 2021 ■ Ernest N. Memorial Convention Center

■ New Orleans, Louisiana



### 1. ASSIGNMENT OF SPACE

The National Demolition Association (hereinafter "NDA") may at its discretion accept or reject any Application & Contract for Exhibit Space and reserves the right to relocate or reassign exhibit space at any time. Space assignments are scheduled on September 2nd, 2020. Application & Contracts received after August 14, 2020 will be assigned on a first-come, first-served basis.

The primary consideration in the assignment of space to exhibitors shall be in the best interest of NDA. Space determinations are also contingent upon a receipt of Application & Contract; the size of exhibit space requested; physical layout and characteristics of the Expo; and compatibility of exhibitors.

All applications for space must be filed on the Application & Contract. Please keep a copy for your records. Each exhibiting company must have contiguous booths, unless other set-up is approved by NDA Show Management at its discretion.

### 2. NDA PRIORITY POINTS

A priority point system has been established to equitably assign space to exhibitors. All points are accrued based on the previous fifteen calendar years for the company's participation in NDA Demolition Convention and Expo including: exhibit space, sponsorship and membership. All exhibit space assigned after onsite space selection will be on a first-come, first-served basis.

### 3. PAYMENT, CANCELLATIONS & REFUNDS

Prices of exhibit space are indicated on the Application & Contract. A 50% deposit is due by August 14, 2020 for all contracts received prior to this date. Contracts submitted on or after August 14, 2020, must be accompanied by payment in the amount of 50% of the total space rental charge to secure exhibit space during the online space selection. Contracts submitted on or after December 14, 2020 must be accompanied by payment in full. Make all checks payable to NDA. Tax ID Number 23-7193442.

In order to participate in the online space selection on September 2nd, 2020, contracts must be received by August 14, 2020 and a 50% deposit must be received. Contracts received after August 14, 2020 will be assigned on a first-come, first-served basis.

All cancellations must be made in writing and directed to the NDA Tradeshow Manager. There will be no cancellation penalty for all cancellations and space reductions made prior to or on August 14, 2020. A charge of 50% of the space rental or 50% of the reduced space rental will be made on all cancellations between August 14, 2020 and December 14, 2020. The cancellation notice must be received by December 14, 2020. A 100% cancellation fee applies after this date for all space rental cancellations and booth space reductions.

If for any reason beyond NDA's control, the NDA Demolition Convention and Expo must be canceled, shortened, delayed or otherwise altered or changed, exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of NDA, its directors, officers, employees or agents. Exhibitor understands that it may lose all monies it has paid to NDA for space, as well as other costs and expenses it has incurred, including travel to Demolition 2021, setup, lodging, freight, employee wages, etc.

Exhibitor, as a condition of being permitted by NDA to be an exhibitor at the NDA Demolition Convention and Expo, agrees to indemnify and hold harmless NDA, its directors, officers, employees, agents of the service contractors, management of the Expo (hereinafter "Show Management"), from any and all loss, which exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused while or in part by any reason outside NDA's control.

### 4. SUBLETING OF EXHIBIT SPACE & CARE OF BUILDING

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Exhibitors may not exhibit any merchandise or advertising materials which are not part of their own products, or those of their subsidiaries.

### 5. EXHIBITOR BENEFITS

The following services will be provided to exhibitors at no additional charge:

- A standard identification sign (7" x 44") indicating company name and booth number
- Eight-foot-high (8') back wall drape and three-foot-high (3') side rail drape
- Perimeter security guard service during all show hours (24-hours)
- Daily cleaning of Expo aisles and common area
- Company Listing on the NDA website from date of contract through March 2021

- Exhibitor listing and booth number in the Convention Onsite Guide
- One (1) complimentary full conference badge per company
- Complimentary Expo only badges (Limited number – only applicable to companies with a booth 400 sq. ft or larger)
- Pre-Show attendee list of all Annual Convention attendees (made available 2 weeks prior to the Convention – to include contact, company name, title, mailing address, phone and email)
- Post-Show attendee list including: contact, company name, title, mailing address, phone and email (made available two weeks after Convention)

**Pre-Show/Post-Show Attendee List:** Exhibitors understand that all information concerning this list is confidential information and agree to hold such information in strict confidence and agree not to provide, reproduce, sell, disclose or otherwise make available such information by any third party

\*NOTE: Booth carpeting is not provided. Exhibitors are required to carpet their booths.

### 6. BOOTH CONSTRUCTION RULES & REGULATIONS

Exhibitors must abide by all of the facility rules and regulations of the Convention Center. A detailed list of all Convention Center rules and regulations will be included in the Exhibitor Services Manual, made available to exhibitors 90 days prior to the show opening. All display rules and regulations outlined by the International Association of Exhibitors and Events (IAEE) in "Guidelines for Display Rules and Regulations" (2014 Update) apply.

To obtain these rules and regulations prior to November 2020, please contact [exhibit@demolitionassociation.com](mailto:exhibit@demolitionassociation.com). Convention Center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

### 7. EXHIBITOR SERVICES MANUAL & SHIPPING INSTRUCTIONS

An official general service contractor (GSC) for the NDA Demolition Convention and Expo will be in charge of show production. NDA will make arrangements on behalf of all exhibitors with GSC to receive and deliver exhibits directly to the exhibit area. Exhibitor Services Manuals are made available 90 days prior to the show opening.

### 8. EXHIBITOR LIABILITY, INDEMNIFICATION & INSURANCE

Exhibitor remains solely responsible for the safety of its personnel and property at all times during transit to and from the Expo and within the Expo. Show Management is not responsible for the exhibitor's personnel and/or property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIMS OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF INJURY, ANY DAMAGE OR LOSS OF ANY OF ITS PERSONNEL OR PROPERTY.

The National Demolition Association and the Convention Center are to be listed as additional insureds on a primary and noncontributory basis with respect to general/umbrella liability.

Exhibitor agrees that it will indemnify and hold Show Management harmless against all claims on account of injury to any person to the extent that any such injury was caused wholly or in part by any act or omission of exhibitor or any agents, employees, contractors, guests, licensees or invitees.

This indemnification of Show Management by exhibitor is effective unless such injury was caused by the sole negligence or gross negligence or willful misconduct of Show Management. If Show Management is made a party to any litigation commenced by or against exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT BY REASON OF LITIGATION. NDA recommends that exhibitor obtain its own insurance at its expense for loss or damage to property or injury to persons, and cover its obligation under this paragraph 8.

### 9. CARE OF BUILDING

Exhibitor is liable for any damage caused by fastening displays or fixtures to the building floors, walls or columns, or to standard booth equipment or for damage caused in any other manners. Exhibitors may not use paint, lacquer, adhesives or any other coating on the building columns, floors or standard booth equipment.

### 10. HOSPITALITIES

When there is no other official NDA planned activity, companies may use their discretion in offering hospitality functions for registered NDA attendees. At NO time may hospitalities be offered during official hours of the NDA Demolition Convention and Expo as designated by NDA. NDA will have control of assignment of all suites and meeting space

contracted at Convention Center and headquarters hotel will release space to exhibitors on a first-come, first-served basis as applicable.

### 11. HANDOUTS/GIVEAWAYS/SELLING/PRODUCT DEMONSTRATION

Exhibitors who distribute items to participants are expected to adhere to the professional environment of the Expo. Items should be limited to those routinely produced for sale that can be used in professional setting or during Demolition 2021.

Items considered appropriate for distribution are educational materials, bags, pens, pencils, luggage tags, calendars, note pads, mugs and key chains. Noisemakers and tobacco products are prohibited as well as other items at the discretion of NDA Show Management.

NDA and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the Convention, and will conduct themselves accordingly. "Over the Counter" sales of goods or services for onsite delivery is expressly prohibited.

If models are utilized for product demonstration, their conduct and manner must adhere to the professional environment of the Expo. Gimmicks such as clowns, mimes, jugglers, cartoon characters, etc. may not be used in product or booth demonstrations.

### 12. EXHIBITOR REGISTRATION

Advance exhibitor registration is provided to all exhibitors. All exhibitors are required to register. Exhibitor receives one complimentary full conference badge per exhibit space and for exhibitors with booths 400 sq. ft and larger, complimentary expo only badges will be included on a limited basis based on booth size. Additional full conference badges and expo only badges are available for purchase. "No Show" badges are non-refundable. Admission to the Expo is by badge only.

### 13. SPECIAL REGULATIONS

**NO SMOKING POLICY** – NDA's policy is No Smoking. Therefore, smoking is not allowed within the Expo at any time including installation and dismantle. All exhibitors are required to obey local fire ordinances.

**AUDIO-VISUALS** – Audiovisual presentations must be arranged so that aisles are not blocked and must be presented in a sound-proof room.

**COURTESY** – The right and privileges of an exhibit shall not be infringed upon by any other exhibitor. Interviews, demonstrations, distribution of literature, etc. must be made from inside the exhibitor's booth. Exhibitors may not enter another exhibitor's booth or photograph/ investigate another exhibitor's products at any time without the express permission of that exhibitor.

**CANVASSING** – Canvassing outside the booth is forbidden. Vendors and/or exhibitors may not distribute materials to other exhibitors at any time. All business must be conducted from within each exhibitor's booth.

**CONDUCT** – Unethical conduct or infraction of rules on part of the exhibitor or its representatives will subject the exhibitor or both to dismissal from the Expo. In this event, it is agreed no refund shall be made by NDA.

**MUSIC** – Exhibitors are responsible for establishing any necessary license agreements for copyrighted music within the booth space or hospitality functions. Music has to be kept at a level so as not to disturb or interfere with the other exhibits.

**HOTEL ACCOMMODATIONS** – Information regarding hotel accommodations will be included in the Exhibitor Service Manual under the General Information tab. Exhibitors are responsible for making their own hotel reservations.

**INTERPRETATION** – The rules and regulations outlined are to be construed as part of the Application & Contract for Exhibit Space. NDA reserves the right to interpret them as well as make final decisions on all points the rules and regulations do not cover.

**LOGO REQUIREMENT AND USE** – If sponsoring, to ensure that your company receives the highest quality logo recognition, NDA must receive your logo in a Vector-based .eps format, as well as in a high resolution .jpg format. Logo size will be based on the following criteria:

- The level of sponsorship (this will determine size of logo in relation to other logos on general sponsorship signage).
- Sponsored item (NDA Show Management will determine the appropriate size for item).

NDA RESERVES THE RIGHT TO EXPEL AND EJECT ANY EXHIBITOR AND "BAR IT FROM FUTURE PARTICIPATION" FOR CONDUCT DETRIMENTAL TO THE NDA DEMOLITION CONVENTION AND EXPO. IN NDA'S SOLE JUDGMENT, WHOSE DECISION SHALL BE BINDING UPON THE EXHIBITOR. LIKEWISE, NDA SHALL HAVE THE RIGHT TO LEVY FINES AGAINST EXHIBITORS WHO VIOLATE THE ABOVE RULES & REGULATIONS IN A MONETARY SUM UP TO \$2,500 AND RESERVES THE RIGHT TO EJECT THE EXHIBITOR IN ADDITION TO THE ASSESSMENT OF THE FINE.