



## EXHIBITOR APPLICATION FOR LIVE DEMOLITION EVENT

### EXHIBITOR INFORMATION

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

Address, State and Zip: \_\_\_\_\_

### MAIN POINT OF CONTACT INFORMATION

Name: \_\_\_\_\_

Direct Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

### EXHIBIT FEES

\_\_\_\_\_ \$10,000 per 100'Lx60'W (space size is an approximation and may be adjusted). \$7,500 for additional spaces after purchase of first

\_\_\_\_\_ \$1,000 per attachment

\_\_\_\_\_ \$3,000 Equipment Corral (small equipment nano-lifts, scissors lifts, concrete cutters, sherpa trucks, compressors and small robotics)

\_\_\_\_\_ \$2,500 10x10 exhibitor booth in outdoor tent (do not fill out equipment info below)

### EQUIPMENT INFORMATION REQUIRED FOR LIVEDEMO

Type of Equipment (Make and Model): \_\_\_\_\_

Size of Equipment: \_\_\_\_\_

Will you allow participants to operate this equipment? \_\_\_\_\_

Please provide your on-site contact (name, phone #, email): \_\_\_\_\_

Space necessary to operate: \_\_\_\_\_

Do you need a material handler to load or service? \_\_\_\_\_

\*Note\* – LiveDEMO participants are responsible for the loading and unloading of all their equipment onsite. NDA is not responsible for rigging and lifting of equipment. NDA will have a forklift onsite to assist with smaller items by request

Do you need any specific material available in order to show case your product? \_\_\_\_\_

Maximum number of company representatives needed to operate exhibit. \_\_\_\_\_

Additional Comments about equipment/exhibit area: \_\_\_\_\_

*Note that you are responsible for your equipment during all hours during the event. Your equipment must be manned at all times – if at any time your staff is unable to do so NDA staff must be made aware immediately*

## **NDA EXHIBITOR TERMS AND CONDITIONS**

- A. Exhibit Eligibility.** The National Demolition Association (NDA) reserves the right, in its sole discretion, to accept or reject, at any time, any application to exhibit at the Live DEMOLition Event (the “Event”). Applications rejected by NDA will be returned with refund of payment. An application becomes effective once it has been received and countersigned by NDA. Once countersigned by NDA, this application will be a binding agreement between the parties. An executed copy of this application along with confirmation of your exhibit space will be sent to the exhibitor upon acceptance.
- B. Assignment of Exhibit Space.** NDA assigns exhibit space in its sole discretion based on internal methodologies, which may be modified at any given time. NDA reserves the right to change the exhibit space plan at any time. NDA reserves the right to relocate exhibitors should it become necessary for causes beyond the control of NDA, or advisable in the best interest of NDA.
- C. Subletting of Space.** Exhibitors may not assign, sublet or apportion to others the whole or any part of the space allocated, and may not display goods or services other than those manufactured or regularly distributed by the exhibitor.
- D. Cancellation of Exhibit Space.** All cancellations must be sent in writing to NDA. Cancellations requested prior to January 8<sup>th</sup>, 2021 are entitled to a 50% refund if your space has been paid in full. Cancellations requested after January 8<sup>th</sup>, 2021, are not entitled to a refund; no exceptions will be made by NDA. This includes booth space, meeting rooms and demo rooms. Exhibitor understands and agrees that Sections E. Exhibitor Rules and Regulations, H. Insurance and Liability, I. Force Majeure, J. Remedies, and K. Order of Precedence survive cancellation indefinitely and Exhibitor will continue to be bound thereby.
- E. Exhibitor Rules and Regulations.** As an Exhibitor, I agree to abide by the rules and regulations set forth by NDA for this Event. The exhibitor understands and agrees that these NDA Exhibitor Terms and Conditions are an integral and binding part of this contract. Please note all drivers must have proper PPE to be allowed on the site as it is an active construction site. Should the in-person event be altered for any reason, NDA will direct any monies paid to the following options at the discretion of the exhibitor: updated NDA exhibitor opportunity at 2021 Demolition New Orleans, 2021 LiveDEMO participation, NDA sponsorship opportunities, NDA advertising opportunities, or booth space at 2022 Demolition San Diego
- F. Fuel.** All exhibitors are responsible for their fuel consumption. Please make sure your equipment is fueled for eight (8) hours of service and that your equipment is topped off when it arrives. If fuel is needed onsite please contact NDA staff prior to February 4<sup>th</sup>, 2021.
- G. Pairings.** All pairings must be with a contracted LiveDEMO exhibitor. If you are pairing with a company and/or parent or subsidiary of your company the excavator and/or attachment company must pay the corresponding exhibit fee. It is recommended that you find your preferred pairing. Please make sure the company is willing to contract and pay the corresponding exhibit fee. Should you require assistance with pairing, the NDA will make every reasonable effort to find a pairing that meet your company needs. However, if the NDA is unable to pair your equipment you will be responsible to find a rental or equipment company prior to the event. NDA will let you know three weeks prior to the event if we are unable to pair your excavator and/or attachment. You are responsible for the associated costs.
- H. Insurance and Liability.** The Exhibitor is fully responsible for any claims, liabilities, losses, damages or expenses relating to or arising from any injury to any person, or any loss of or damage to property where such an injury, loss, or damage is incident to, arises out of, or is any way connected with exhibitor's participation in the Event. Exhibitor agrees to obtain at its own expense, any or all licenses and permits to comply with all federal, state and local laws and ordinances for any activities conducted in association or as part of the NDA Event. The Exhibitor shall protect, indemnify, hold harmless and defend NDA, its officers, directors, agents, members, representatives and employees against all such claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the willful misconduct of NDA, its officers, directors, agents or employees. Exhibitors must maintain general commercial and property insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the Event, in an amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence and must name NDA and LiveDEMO 2021 site as an additional insured. Such insurance must include coverage of the indemnification obligations of the exhibitor under the NDA Terms and Conditions

and cover NDA, its officers, directors, members, agents, representatives or employees. All insurance required to be carried by exhibitor shall be primary, and not excess, to any other insurance carried by NDA. Exhibitor is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policies providing such insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against NDA, its officers, directors, agents, members, representatives or employees. All agents or representatives performing services at the Event facilities directly for an exhibitor other than the exhibitor's employees must provide NDA with original certificates of insurance.

**I. Force Majeure.** In the event any part of the exhibit space is destroyed or damaged so as to prevent NDA from permitting an exhibitor to occupy assigned space during any part or the whole of the exhibition period, or in the event occupation of the assigned space during any part or the whole of the exhibition period is prevented by strikes, Acts of God, war, terrorism, disease, influenza, or threat thereof, national emergency or other cause beyond the control of NDA, then exhibitor will be charged for space during the period it was or could have been occupied by the exhibitor; and exhibitor hereby waives any claim against NDA, its directors, officers, agents, members, representatives or employees for losses or damages which may arise in consequence of such inability to occupy assigned space, its sole claim against NDA being for a refund of rent paid for the period it was prevented from using the space. NDA and Exhibitor agree to take all reasonable steps to mitigate losses to the other party if an event described in the preceding sentence occurs.

**J. Remedies.** In the event Exhibitor breaches this agreement (including, without limitation, by engaging or planning to engage in conduct prohibited hereby), the parties agree that NDA may avail itself of any and all legal and equitable remedies, excluding special, exemplary, and punitive damages. Permitted remedies include, but are not limited to, recovering damages, seeking injunctive relief, terminating this agreement, revoking Exhibitor priority points, removing Exhibitor and its attendees and employees from the Event and/or barring Exhibitor from attending future events. Except as to instances of gross negligence or willful misconduct, NDA's aggregate liability under this shall not exceed the fees paid by Exhibitor to NDA under this Agreement.

**K. Order of Precedence.** In the event of a conflict between these Terms and Conditions and any documents incorporated by reference, the terms of this document shall prevail over the referenced documents.

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Company Representative Name and Title

Date: \_\_\_\_\_

\_\_\_\_\_  
NDA Executive Director, Jeff Lambert

Please note that due to health restrictions currently in effect the NDA Headquarters is not able to receive checks to our main office. If you are paying via check please send it to the NDA lockbox at 8657 Solution Center, Chicago, IL. 60677-8006

**50% deposit due upon signing and final 50% DEPOSIT DUE February 5th, 2021.**

**PAYMENT METHOD**

Total Due \$ \_\_\_\_\_

☐ Check/Check # \_\_\_\_\_  
*Make check payable to NDA. Include copy of contract.*

☐ 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.*