

Application and Contract for Exhibit Space

NDA Demolition Convention and Expo

Event Dates: February 26-March 1, 2022 ■ **Exhibit Dates:** February 27-March 1, 2022

Event Location: San Diego Convention Center ■ San Diego, California



Company Information *For coordinating all exhibit booth information*

COMPANY NAME

CONTACT NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

EXT

E-MAIL

WEBSITE

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, including URL link from date of contract through March 2022
- Exhibitor listing and booth number in the Annual Convention Mobile App
- 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	\$10,248	\$14.64
Eight Booths – 800 Sq.Ft.	\$9,400	\$11.75	\$10,904	\$13.63
Nine Booths – 900 Sq.Ft.	\$10,350	\$11.50	\$11,853	\$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: _____

Are you a current member of NDA? Yes No

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

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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 22, 2021. Application & Contracts received after September 10, 2021 will be assigned on a first-come, first-served basis following space selection.

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 completed via 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.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. NDA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

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 16 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. Payments, Cancellations & Refunds

Exhibitor must remit a 50% percent deposit of the total Exhibit Booth Fee by September 10, 2021 in order to participate in space selection. The remaining balance of the Exhibit Booth Fee must be paid prior to Friday, December 10, 2021. Notwithstanding the foregoing, a Contract submitted on or after December 10, 2021 must be accompanied by full payment of the Exhibit Booth Fee at the time of submission.

Contracts submitted on or after August 20, 2021 must be accompanied by 50% of the total Exhibit Booth Fee at the time of submission.

A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using

American Express, Discover, MasterCard or Visa. Checks must be payable to NDA and can be remitted to the following address via the U.S. Postal Service:

NDA
8657 Solution Center
Chicago, IL 60677-8006

Please email exhibit@demolitionassociation.com for remittance instructions for ACH/wire payments,

NDA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

Cancellation of exhibit space must be directed via email to exhibit@demolitionassociation.com, provided that the cancelling exhibitor obtains confirmation of NDA's receipt of the email on or before the cancellation deadline.

There will be no cancellation penalty for all cancellations and space reductions made prior to or on August 20, 2021. For cancellations of space received between September 22, 2021 and December 10, 2021, exhibitor is responsible for, and NDA retains, 50% percent of the total space rental charge as a cancellation fee. Should an exhibitor cancel a portion of their space between their initial space selection and December 10, 2021, exhibitor is responsible for, and NDA retains, the 50% percent deposit on the cancelled partial space as a cancellation fee.

If for any reason beyond NDA's control NDA determines that 2022 Demolition San Diego must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that NDA will direct any monies paid to the following options at the discretion of the exhibitor: updated NDA exhibitor opportunity at 2022 Demolition San Diego, Live DEMO participation, NDA sponsorship opportunities, NDA advertising opportunities, or booth space at 2023 Demolition Phoenix.

Exhibitor, as a condition of being permitted by NDA to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless NDA its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside NDA's control. The terms of this provision shall survive the termination or expiration of this Contract.

4. Subletting of Exhibit Space & Care of Building

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of Demolition San Diego as determined by NDA in its sole discretion.

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 2022
- Exhibitor listing and booth number in the Convention Mobile App
- 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:

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of NDA. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold NDA, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

6. Booth Construction Rules & Regulations

Exhibitors must abide by all of the facility rules and regulations of the San Diego Convention Center. A detailed list of all San Diego 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" (2019 Update) apply.

Please contact exhibit@demolitionassociation.com to obtain these rules and regulations prior to November 2021. The San Diego Convention Center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

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

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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 San Diego Convention Center are to be listed as additional insureds on a primary and non-contributory 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. Meetings & Displays Outside Exhibit Area

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other

exhibitors/sponsors/attendees from any program or other component of the Event during Show Hours or any function sponsored in connection with the Event without prior notice to and approval by NDA.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by NDA.

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 2022 Demolition San Diego.

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.

14. Personal Information Consent

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ALL ITS COMPANY CONTACTS MAY BE USED BY NDA: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT NDA; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF NDA IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN NDA'S PRIVACY POLICY. EXHIBITOR REPRESENTS IT IS AUTHORIZED BY ALL ITS COMPANY CONTACTS TO PROVIDE THE PRECEDING ACKNOWLEDGEMENT ON THEIR BEHALF. TO LEARN MORE ABOUT OUR PRIVACY POLICY, [CLICK HERE](#).