

Exhibitor Application For Live DEMOLition Event

NDA Demolition Convention and Expo

Event Dates: February 26-March 1, 2022 ■ Live DEMOLition Date: February 27, 2022

Event Location: San Diego, California



Exhibitor Information

COMPANY NAME _____

CONTACT NAME _____

STREET ADDRESS _____

CITY _____

STATE _____

ZIP _____

PHONE _____

EXT _____

E-MAIL _____

WEBSITE _____

Exhibit Fees

____ \$7,500 per 100'Lx60'W (space size is an approximation and may be adjusted)

____ \$5,000 per 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)

Equipment Information Required for Live DEMOLition

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* – Live DEMOLition 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 of 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.

Questions?

Please contact Ryan Leach ■ 202-367-2429 ■ rleach@demolitionassociation.com

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1. 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.

2. 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.

3. 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.

4. Cancellation of Live *DEMOLITION* Space

All cancellations must be sent in writing to NDA. Cancellations requested prior to December 10, 2021 are entitled to a 50% refund if your space has been paid in full. Cancellations requested after December 10, 2021, are not entitled to a refund; no exceptions will be made by NDA. Exhibitor understands and agrees that Section 2. Assignment of Exhibit Space, 8. Insurance and Liability, 9. Force Majeure, 10. Remedies, and 11. Order of Precedence survive cancellation indefinitely and Exhibitor will continue to be bound thereby.

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 2022 Demolition San Diego, 2023 Live *DEMOLITION* participation, NDA sponsorship opportunities, NDA advertising opportunities, or booth space at 2023 Demolition Phoenix.

5. 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.

6. Fuel

All exhibitors are responsible for their fuel consumption. Please make sure your equipment is

fuelled for eight (8) hours of service and that your equipment is topped off when it arrives.

7. Pairings

All pairings must be with a contracted Live*DEMO* 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 meets your company's 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.

8. 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 and 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. In no event shall the facility, NDA, their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "NDA parties") be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorney's fees and costs, arising out of this application and contract or connected in any way with use of or inability to use the services outlined in this application and contract or for any claim by exhibitor, even if any of the NDA parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that NDA parties' sole and maximum liability to exhibitor, regardless of the circumstances, shall be the refund of the exhibit fee. Exhibitor agrees to indemnify and defend the NDA parties from any claims brought by a third party hired by, or engaged by the exhibitor for any amount beyond the exhibit

fee. Further, exhibitor agrees to pay all attorneys' fees and costs incurred by NDA parties arising out of, or in any way related to, this contract. Exhibitor shall be solely responsible for its attorneys' fees and costs.

9. 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, health advisory, 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.

10. 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.

11. 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.

12. Personal Information

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](#).

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Please read and sign

COMPANY REPRESENTATIVE NAME AND TITLE

COMPANY REPRESENTATIVE SIGNATURE

DATE

NDA EXECUTIVE DIRECTOR, JEFF LAMBERT

Payment Information

**50% deposit due upon signing and final 50% DEPOSIT
DUE December 10, 2021**

Total Due: \$_____

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.