



The NGA Show Exhibitor Participation Form and Contract

February 23 – February 26, 2020 | San Diego Convention Center | San Diego, CA
Phone: 203.484.8054 | Email: myates@urban-expo.com

BY COMPLETING THE FOLLOWING YOU ARE MAKING A FORMAL APPLICATION WHICH WILL BECOME BINDING UPON CONFIRMATION FROM NGA SHOW MANAGEMENT.
THE PERSON LISTED AS CONTACT WILL RECEIVE ALL MAILINGS/BILLING RELATED TO PARTICIPATION.

Step 1 – Exhibitor Information

Company Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____ Country: _____
 Telephone: _____ Web Address: _____
 Contact Name (will receive all mailings): _____ Title: _____
 Contact Telephone: _____ Contact Email: _____

Do You Plan On Serving Food: Yes No
 How did you hear about the 2020 NGA Show? _____
 How many years have you attended The NGA Show? First Show 1 – 3 years 4-6 years 6+ years I don't know
 Please send me more information about NGA membership

Step 2 – Product/Booth Information

Company or Product Description for the Show Guide: (25 words or less)

Product Category:

- | | |
|--------------------|--------------------------|
| Center Store | Operational Services |
| Corporate Services | Other |
| Financial Services | Store Design & Equipment |
| Fresh Products | Technology Solutions |
| Health & Wellness | Seasonal Merchandise |

Booth Number:

- 1st Choice _____
 2nd Choice _____
 3rd Choice _____

Step 3 – Contract Acceptance and Payment

Contract Acceptance:

Before signing this application/contract, please read the terms and conditions on the back of this page which are part of this contract. The person signing this contract certifies that he/she has the authority to sign the contract and bind the company listed to the Terms and Conditions of this contract.

Payment Key: (NGA Members receive a 10% discount)

	10x10	10x20	20x20	20x30	20x40
Member	(\$4,150)	(\$8,300)	(\$16,600)	(\$24,900)	(\$33,200)
Non-Member	(\$4,650)	(\$9,300)	(\$18,600)	(\$27,900)	(\$37,200)

MATCH! | \$2,000

Add-on our exclusive MATCH! program, an innovative appointment setting program matching you with high level retailers and wholesalers looking to source the products and services you offer!

- Guaranteed 5 appointments with Decision Makers or your money back
- Pre-Show access to Decision Maker Profiles
- Exclusive access to private VIP Decision Maker Lounge on Show floor
- Post-Show email to all MATCH! VIPs

Required Deposit: Payment for space: Exhibitors will have two (2) scheduled payments; 50% of the total price of your show floor space is due with this application. The remaining 50% is due on or before September 27, 2019. Applications received after September 27, 2019 must be accompanied by 100% of the total cost. Full details are contained in the Rules and Regulations printed on the reverse.

Name (Please Print): _____ Title: _____

Authorized Contract Signature: _____ Date: _____

Companies located outside the US cannot pay by check. Payment can be made in the form of a wire transfer, credit/debit card, or bank/ cashier's check.

The NGA Show EXPO TERMS AND CONDITIONS

Clarion UX and its subsidiary, Independent Grocers Show Management LLC hereinafter referred to as "Organizer" owns and operates The NGA Show, hereinafter referred to as the "EXPO". EXPO Exhibitors are hereinafter referred to as "Exhibitors."

1. CONTRACT FOR DISPLAY AREA. The completion and acceptance of the Participation Form constitutes a contract for participation & display space assigned. Any Exhibitor failing to occupy space is not relieved of the obligation of paying the full rental price.

2. PAYMENT. Applications submitted must be accompanied by a deposit of fifty percent (50%) of the total space rental charge, with the total balance due at least 6 months prior to the first day of the EXPO. Applications submitted less than six (6) months prior to the first day of the EXPO must be accompanied by full payment of the space rental charge. Companies located outside the U.S. must submit payment via wire transfer, credit/debit card, or bank/cashiers' check.

3. CANCELLATION OF CONTRACT. In the event an Exhibitor must cancel their request for display space, no refunds will be made, even if the space is resold. In addition, if an Exhibitor cancels its request for display space, such Exhibitor will lose the right to use any complimentary Exhibitor registrations and tickets granted by this contract. Organizer reserves the right to terminate this contract immediately (in which case, Exhibitor will not be entitled to occupy any EXPO space, and Exhibitor shall forfeit all space rental fees paid) if: (a) the Exhibitor fails to pay all space rental charges at least six (6) months prior to the first day of the EXPO or (b) the Exhibitor fails to perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions.

4. ELIGIBLE DISPLAYS. Organizer reserves the right to determine eligibility of any company or product to participate in the EXPO. Organizer can refuse rental of EXPO space to any company whose display of goods or services is not, in the opinion of Organizer, compatible with the character and objectives of the EXPO.

5. ALLOCATION OF SPACE AND ASSIGNMENT. In making space assignments, Organizer will take into account preferences as to location by the Exhibitor. If two or more Exhibitors request the same location, the Exhibitor whose space application was received earliest date of receipt will be given priority. However, Organizer reserves the right to make the final determination of all space assignments in its sole discretion.

SUBLETTING OF EXPO SPACE. Exhibitors may not assign, sublet or share their EXPO space with another business or firm unless approval has been obtained in writing from Organizer. Exhibitors must show goods manufactured or dealt in by them in the regular course of business. Should an article of a non-Exhibitor firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.

6. EXHIBITOR INDEMNITY. The Exhibitor shall indemnify, defend and hold harmless the Organizer from and against any and all loss, damages, costs, charges and expenses (including INDIRECT or consequential damages, and including loss of profit) whatsoever arising from or in consequence of:

- Any breach by the Exhibitor of any of the terms and conditions of this Agreement; or
- Wrongful or negligent acts or omissions of the Exhibitor (including its employees, contractors or agents) or any of its invitees; or
- Any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the wrongful or negligent acts or omissions of the Exhibitor or any breach by the Exhibitor of the terms and conditions of this Agreement.
- Any injury, loss or damage arising in connection with the erection, use and dismantling of the Exhibitor's display and anything done on or from the display space allotted to Exhibitor caused directly or indirectly by the Exhibitor (including its employees, contractors or agents) or any invitee of the Exhibitor or visitor to the display, or by any display or machinery or other item belonging to or introduced to the display space allotted to Exhibitor or to the exhibition hall in which the EXPO shall take place (the "Venue") by any such person.

7. LIMITATION OF ORGANIZER LIABILITY. The Organizer does not make any warranty as to the EXPO in general, and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. Organizer disclaims all conditions, terms, representations and warranties relating to the EXPO, the display space, or any services provided in respect of the EXPO, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Neither Organizer, its members, nor any representatives or employees thereof, nor the owner of Venue, nor any of its representatives and employees, will be responsible for injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior to, during or subsequent to the period covered by the Exhibitor's contract.

It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous EXPO floor areas, and various other factors make it reasonable that each Exhibitor shall assume their own risk of any injury, loss or damage, and the Exhibitor, by signing this contract, hereby assumes such risk and expressly releases the organizations and individuals referred to above from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the participant's area occupied by the Exhibitor shall be the Exhibitor's sole responsibility. Without limiting the generality of the foregoing, total liability of the Organizer for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the amount of all sums paid by the Exhibitor to the Organizer under this contract. **ORGANIZER SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; LOSS OF PROFIT; LOSS OF REVENUE; OR LOSS OF GOODWILL.** The Organizer shall not be liable for any claim made by the Exhibitor more than 1 year after the last day of the EXPO.

8. EXHIBITOR INSURANCE. The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive

general liability insurance against claims for bodily injury or death and property damage. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$3,000,000. Such insurance shall name Organizer as an additional insured. Exhibitor will also maintain

Workers Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for the Exhibitor. Certificates of insurance shall be provided to Organizer no later than one (1) month prior to the first day of the EXPO or Exhibitors contract will be canceled without refund (in which case, Exhibitor will not be entitled to occupy any EXPO space, and Exhibitor shall forfeit all space rental fees paid). All property of the Exhibitor is understood to remain under its custody and control in transit to and from the Venue.

9. DISABILITY PROVISIONS. Exhibitor shall have sole responsibility for ensuring that their display is in full compliance with the Americans with Disabilities Act and any regulations implemented under that Act.

10. DAMAGE TO PROPERTY. The Exhibitor is liable for any damage caused by Exhibitor (including its employees, contractors or agents) or its displays to building floors, walls or columns, or to standard EXPO floor area equipment, or to another Exhibitor's property. The Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard EXPO floor area equipment.

11. LABOR. Exhibitors are required to observe all contracts in effect between service contractors and the Venue.

12. INSTALLATION. EXPO installation in the Venue depends on the location of Exhibitor's EXPO space. Move-in dates are published in the EXPO Participant Manual. The first day for installation of displays will also be published in the EXPO Participation Manual. No displays should arrive at the Venue earlier than the date specified in the EXPO Participation Manual. EXPO displays must be fully set up and ready no later than as specified in the EXPO Participation Manual. After that time, any unattended EXPO space will be set up at the discretion of Organizer, and all expenses could be charged to the Exhibitor. In the best interest of the EXPO, Organizer reserves the right to reassign any un-set EXPO floor space.

13. DELIVERY AND REMOVAL DURING EXPO. Under no circumstances will the delivery or removal of any portion of an Exhibitor's space be permitted during open hours of the EXPO without written permission from Organizer. All arrangements for delivery, during non-EXPO hours, must be made with Organizer. No deliveries may be made during EXPO hours.

14. REMOVAL OF HAND-CARRIED MATERIALS. Removal passes will be required to remove any materials from the EXPO floor. These passes are available from the Organizer on request. Portfolios, briefcases and packages will be subject to inspection by the EXPO security guards.

15. ADMITTANCE DURING NON-EXPO HOURS. EXPO booth personnel will not be permitted to enter the EXPO Floor earlier than one hour before the scheduled opening time each day of EXPO and will not be permitted to remain on the EXPO Floor after the closing hour each evening. Exhibitors that require additional time should check with the Organizer on the previous day.

16. INSTALLATION AND DISMANTLING PERSONNEL. Each Exhibitor may provide their own EXPO Floor furnishings, and may specify their own independent contractor for the installation and dismantling of their display. Exhibitors must complete the Request for the use of Non-Official Contractor/Display House form found in the EXPO Participant Manual to notify the Organizer in writing at least one (1) month prior to the EXPO of their intent to use the services of contractors other than those selected by Organizer for installation and dismantling. The Exhibitor is responsible for ensuring that any Exhibitor appointed contractors supply Organizer with a valid Certificate of Insurance at least one (1) month prior to the EXPO, naming Organizer as additional insured, with a minimum of \$3,000,000 liability coverage, including property damage. Exhibitors using companies other than Organizer's official contractors must advise them to check with the EXPO Floor Service Center upon their arrival. Copies of all job orders must be presented

at that time for the Organizer's files to qualify their company's participation. Upon verification, official service badges allowing access to the EXPO during service hours only will be issued.

17. CONFLICTING EVENTS DURING EXPO FLOOR HOURS. The Exhibitor agrees not to extend invitations, call meetings, hospitality events or otherwise encourage the absence of industry professionals from the Venue and meeting rooms during the hours of all EXPO activities. All requests for meeting rooms, hotel suites and special function rooms must be approved by Organizer. If an Exhibitor cancels their EXPO Floor space, they will automatically lose the opportunity to use any approved meeting rooms, hotel suites or special function rooms.

18. DISMANTLING. Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time for the EXPO as specified in the EXPO Participation Manual. Every Exhibitor area must be fully staffed and operational during the entire EXPO. The periods for dismantling of displays will be as specified in the EXPO Participation Manual. During this time, all EXPO floor displays or materials left in the EXPO floor areas without instructions will be packed and shipped at the discretion of the Organizer, and all charges will be applied to the Exhibitor.

19. BADGES. Official EXPO badges will be required for entry into the EXPO at all times. Badges are not transferable and those worn by persons other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders. Requests for additional EXPO badges must be submitted in writing for approval and are subject to additional fees.

20. CHARACTER OF EXHIBITORS. The general rule of the EXPO floor is "be a good neighbor." No EXPO displays will be permitted which interfere with the use of other EXPO floor areas or impede access to them or impede the free use of the aisle. Participant personnel, including demonstrators, hostesses and models, are required to confine their activities within the Exhibitor's EXPO space. Apart from the specific display space for which an Exhibitor has contracted with the Organizer, no part of the Venue and its grounds may be used by any organization other than Organizer for display

purposes of any kind or nature. Within the public hotel property, Exhibitor brand or company logos, signs, and trademark displays will be limited to the official EXPO Floor area only.

- Attire.** Representatives should be conservatively attired to maintain the professional and business-like climate of the EXPO.
- Sound.** Sound videos or movies will be permitted only if the sound is not audible in the aisle or any neighboring EXPO floor area. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring Exhibitors.
- Lighting.** In the best interest of the EXPO, the Organizer reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs or lights is not permitted.
- Overhead Signs.** All overhead signs must be approved by the Organizer prior to EXPO floor set-up on-site.
- EXPO Floor Areas.** The exterior of any display cabinet or structure facing a side aisle or adjacent Exhibitor's area must be suitably decorated at the Exhibitor's expense.
- Noise and Odors.** In fairness to all Exhibitors, no noisy or obstructive activity will be permitted during EXPO hours, nor will noisy operating displays, nor EXPO floor areas producing objectionable odors be allowed.
- Cooking.** No cooking with open flame of hot foods is allowed on the EXPO Floor.

21. MUSIC LICENSING. Exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to Exhibitors, including but not limited to, any music performance agreement between the Organizer or Venue and ASCAP or BMI for meetings, conventions, trade shows and expositions. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of Exhibitors under the copyright laws and be prepared to present the Organizer with a copy of such license or grant no less than (30) days prior to the start of the EXPO.

22. DISPLAY HEIGHTS. Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the EXPO Floor Construction Guidelines outlined on the floor plan and in the EXPO Participant Manual.

23. POSITIONING EQUIPMENT IN RELATION TO AISLE. To ensure the safety of all Exhibitors, any machinery and equipment shall be positioned so that no portion is closer than 12 inches from the aisle.

24. RELOCATION OF EXPO FLOOR AREAS. Organizer reserves the right to alter the location of Exhibitor spaces, at its sole discretion, in the best interest of the EXPO.

25. FIRE REGULATIONS. Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in the Venue rules for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories.

No storage of any kind is allowed behind the back drapes or in the EXPO Floor space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor. Up to one day's supply of operational materials may be stored within the EXPO floor space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the EXPO is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles.

Each Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this EXPO. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor.

26. PHOTOGRAPHY AND SKETCHING. Cameras may be carried into the EXPO Floor area, but under no circumstances may photographs be taken without expressed authority of the Exhibitor concerned in each case. Sketching or drawing machinery or products on display is prohibited.

27. FOODSERVICE. All approved arrangements for all food and beverage service, except product sampling, must be made with the caterer at the Venue.

28. FAILURE TO HOLD EXPO. Should any contingency prevent holding of the EXPO, the Organizer may retain such part of the Exhibitor's rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, Exhibitors will not be reimbursed if the EXPO is cancelled, postponed, curtailed or abandoned for reasons beyond the control of the Organizer including (without limitation) fire, flood, storm, government intervention, malicious damage, acts of war, acts of terrorism, acts of God, strikes, riots or any other cause.

29. COMPLIANCE WITH AND AMENDMENT OF RULES. Exhibitor will comply with all rules set forth in the Exhibitor Participation Manual and all rules and regulations of the Venue. Each of the Organizer and Venue reserves the right to make changes, amendments and additions to such rules, and Organizer reserves the right to make changes to these terms and conditions, at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor with the provision that all Exhibitors will be advised of any changes to these Terms and Conditions. Any matters not specifically covered herein or in the Exhibitor Participation Manual are subject to decision by the Organizer.