LBM EXPO

Mohegan Sun Earth Expo, Uncasville, CT

Wednesday, Dec. 6 - Thursday, Dec. 7, 2023

OFFICIAL RULES & REGULATIONS

- Exhibitor agrees to pay for any labor service, electrical outlets, telephone service or any other services, which
 may be required and/or ordered in conjunction with exhibitor's display.
- Dispensing or serving beverages or food from the booth must be approved by the NRLA and must be purchased from the official caterer at the Mohegan Sun Earth Expo & Convention Center Dispensing of alcoholic beverages is prohibited.
- 3. A standard sign with exhibitor's name and booth number will be furnished by the NRLA. However, exhibitor agrees to produce and pay for any additional signs desired, as well as pay any charges incurred in connection with the installation/dismantle of such sign. No signs or placards should be posted in exhibitor's space or in any other part of said Convention Center by means of tacks, tape, nails or pins to the walls, doors, or woodwork of said Convention Center.
- All 20x20 and larger exhibitors must be present in the exhibit hall for set up by 2 p.m. EST on Monday, Dec. 4, 2023. No exhibitor may display outside the perimeters of contracted booth space.
- NRLA cannot guarantee that companies exhibiting similar products or a competitor will not be located in a nearby or adjoining booth space.
- 6. Any non-employee of an exhibiting company in possession of or displaying an exhibitor badge on the Convention floor or at any event taking place in conjunction with the Convention will be removed from the premises. This violation will result in charging the individual the highest badge rate.
- 7. Direct selling by Exhibitors to Contractors or Builders on the exhibit floor or at any event taking place in conjunction with the Convention is prohibited. Violation of this provision will result in the immediate removal of the Exhibitor's booth and its personnel for the remainder of the Convention and denial of exhibition privileges at the upcoming NRLA Convention & Exhibition (LBM Expo).
- 8. All or any part of the space herein above designated is subject to reassignment and rearrangement by the NRLA for the purpose of consolidation of display space for any reason. Judgment by the NRLA with respect to such reassignment or rearrangement of space shall be final, although the total square footage occupied by exhibitor resulting therefrom shall not be reduced or increased substantially without the consent of exhibitor, and if so a reduction or increase in the amount of rental payable shall be appropriately adjusted.
- 9. NRLA hereby reserves the right to eject and remove an exhibitor or its exhibit without notice for violation of any of the terms of this agreement without NRLA being deemed guilty of trespassing in any manner whatsoever, in which case the rental specified herein shall be retained by NRLA as liquidated damages. Exhibitor agrees to such additional rules and regulations as NRLA may deem necessary for the proper conduct of the Exhibition.

SOUND AND LIGHTING

Sound and lighting may not interfere with your neighbor's ability to conduct business. Sound and lighting applications must be appropriate to the size of the booth and not exceed IAEM guidelines, i.e. not more than 80-90 decibels from center aisle and no obstructive and continuous flashing bulbs. No live music performances or use of recorded music will be permitted unless the Exhibitor can demonstrate that it has obtained the requisite copyright license from ASCAP, BMI, and other appropriate organizations.

INSTALLING AND DISMANTLING EXHIBITS

Shipments: Exhibitors must abide by all rules and guidelines of the Official Exhibition Service Contractor. All guidelines are clearly stated in the Exhibitor Services Manual. All services provided to the exhibitor by the Official Service Contractor must be paid in full prior to the close of the show.

Dismantling of exhibits before official show closing will result in a denial of exhibition privileges at the upcoming NRLA Convention & Exhibition (LBM Expo) as well as forfeiture of points for the year.

PAYMENT SCHEDULE AND CANCELLATION POLICY

- Payment of space contracted under this agreement shall be as follows: (a) 50% deposit due May 11, 2023;
 (b) balance due on Wednesday, July 13, 2023. If payments are not made by Exhibitor as required by this paragraph, NRLA may, at its option, terminate this agreement without notice, or consider Exhibitor last priority when assigning booth placement, or if space has been assigned to Exhibitor, reassign Exhibitor to different space. (NRLA will, at the very least, take a reduction in points used for preferential placement.)
 Checks should be made payable to the NRLA. All payments must be made in U.S. currency.
- 2. If an Exhibitor has made a deposit or fully paid for space but notifies NRLA in writing, prior to Wednesday, July 13, 2023 of its intention not to exhibit, the NRLA may use the space as its sees fit, without obligation to re-rent the space or refund Exhibitor's payment. In the event that NRLA attempts to rent some or all of the space and succeeds in doing so, the original Exhibitor will receive a refund for whatever part of the space was re-rented, minus a 30% processing fee. NO REFUNDS WILL BE MADE FOR CANCELLATIONS MADE AFTER 4:59 p.m. EST, Wednesday, July 13, 2023, EVEN IF THE SPACE IS THEREAFTER RENTED TO ANOTHER EXHIBITOR.

NO SHOW POLICY

If an exhibitor has fully paid for space and fails to notify the NRLA of it's intention to not exhibit by **Friday**, **Nov. 24, 2023** and/or not present by **Tuesday**, **Dec. 5, 2023** by **1 p.m.**, the NRLA reserves the right to charge the contracted exhibiting company for any services, which may be required and/or ordered to adjust the exhibit space to provide an appealing and successful convention.

SUBLETTING SPACE

It is agreed by the parties hereto that the license contracted for by Exhibitor cannot be assigned by the Exhibitor to any other party.

DESTRUCTION OR DAMAGE/CONVENTION CENTER

It is specifically understood and agreed by the parties hereto that should the Mohegan Sun Earth Expo & Convention Center become destroyed or damaged as to render unfit for purposes mentioned herein, then this agreement shall be void as to both parties.

INDEMNITY

Any loss, damage or injury, which may occur to any person or property as a result of any negligent act by the Exhibitor, its representatives, agents, employees, or contractors, shall be the responsibility of the Exhibitor. Exhibitor shall indemnify, defend and hold harmless NRLA, its officers, directors, employees, agents, and each of them, and the Mohegan Sun Earth Expo & Convention Center. from any and all claims made as a result of the negligent acts of Exhibitor, its officers, directors, employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Agreement. Neither the NRLA nor the Mohegan Sun Earth Expo & Convention Center shall be responsible for any loss, damage or injury which may occur to Exhibitor, its property, or its representatives, agents or employees unless such loss, damage or injury is caused by the negligent acts of the NRLA or the Mohegan Sun Earth Expo & Convention Center.

INSURANCE

All property of the Exhibitor is understood to remain under its custody and control, in transit to or from or within the confines of the Mohegan Sun Earth Expo & Convention Center, subject to the rules and regulations of the Exposition. Exhibitor agrees to carry liability insurance against injury to the person and property of others in the amount of at least \$2,000,000 and shall name the NRLA and the Mohegan Sun Earth Expo & Convention Center as additional insureds on such insurance policy(ies). Exhibitor shall provide NRLA with certificates evidencing such insurance coverage.

APPLICABLE LAWS

The rights, duties, and obligations of the parties, and the validity, interpretation, performance, and legal effect of the Agreement shall be governed and determined by the laws of the State of New York.

SEVERABILITY

Any terms, clauses or condition which is subsequently adjudged invalid or illegal shall be stricken from these Rules and Regulations as never included and all remaining valid and legal conditions, clauses, and terms will thereupon comprise these Terms and Conditions.

FORCE MAJEURE

Should any circumstance beyond the control of, and not the fault of, NRLA prevent or materially affect the NRLA Convention & Exhibition from being held as scheduled, or the exhibit space not being available for use herein specified due to war, governmental action or order, act of God, fire, strikes, labor disputes or any other cause beyond the control of NRLA, this Agreement shall immediately terminate and no fees shall be returned.

AMERICANS WITH DISABILITIES ACT

Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively "ADA"). Exhibitor shall indemnify, defend and hold harmless NRLA, its directors, officers, employees and agents, and each of them, from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.

CONDUCT OF EXHIBITORS/DRESS OF ATTENDANTS

Exhibitors shall be appropriately dressed in business attire. Costumes not regularly associated with the business and professional character of the meeting and exhibition must have the approval of NRLA.

NRLA reserves the right to reject or prohibit any exhibit, or part thereof, including, without limitation, any person, article, conduct, printed matter, catalogue, or souvenir, that, in its opinion, is not suitable to and in keeping with the character of the exhibition. NRLA reserves the right without notice and with no liability whatsoever for damages or loss, for inconvenience, or business interference, to close down, dissemble, dispose of, store or clear away from the premises, or to order such work to be done at the expense of the exhibitor, any exhibit display material, goods, property, or merchandise of any exhibitor who fails to comply with any of the terms set forth in these Rules and Regulations.

These Rules and Regulations have been formulated in the best interest of all concerned and become a part of the contract between the exhibitor and NRLA. All matters and questions not covered by these regulations are subject to the decisions of management. These exhibit regulations may be modified and/or amended by NRLA at its discretion.

Violations of any of these Rules and Regulations on the part of Exhibitor, its employees or agents shall, at the option of NRLA, constitute cause NRLA to terminate this Agreement, expel Exhibitor from the show, and Exhibitor shall forfeit all fees paid NRLA.