

FDLA Exhibitor & Sponsor Rules and Regulations

CONTRACT FOR SPACE: This application for exhibit space, the formal notice of space assignment by Management, these Rules & Regulations and the rules and regulations set forth in the EXHIBITOR'S Manual constitute a contract for the right to exhibit at FDLA's Symposium & Expo. EXHIBITOR also agrees to comply with the rules & regulations of the Renaissance Orlando Resort at SeaWorld.

EXHIBIT LIMITATIONS: Exhibits may not project beyond the space allotted and aisles must be kept clear for traffic. Exhibits shall not obstruct the view or interfere with traffic to exhibits of others, and must be constructed in compliance with Display Rules & Regulations as developed, including Endcap Restrictions, accepted and endorsed by IAEM, EDPA, ESCA, and IEA (copy provided with EXHIBITOR manual and available again upon request).

SOUND: Exposition management (McRae & Company, Inc.) reserves the right to determine at what point sound constitutes interference with others and must be discontinued or modified. Any method to project sound beyond the confines of the exhibit booth is expressly prohibited.

OFFICIAL DECORATOR: National Expo shall be the Official Decorator, Drayage Contractor and Labor Contractor for this event and shall have the exclusive right to supply all equipment, furniture, carpeting and decorating materials, drayage and non-technical man-power, on a rental basis to individual EXHIBITORS.

BOOTH ASSIGNMENT: EXHIBITOR shall not reassign, sublease or share assigned exhibit space with any person, firm or other entity without notification to and approval of the Exhibit Manager. Exhibit Manager reserves the right to alter the location of exhibits as shown on the official floor plan, if it deems advisable and in the best interest of the show. Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form in the exhibition area. Violators of this prohibition will be promptly ejected from the exhibition area. **NOTE: Exhibit Manager will withhold booth assignment until 50% of total payment is received.**

RIGHT OF REFUSAL AND/OR CANCELLATION: McRae & Company, Inc., Exhibit Manager, reserves the right to cancel this agreement whenever it discovers that EXHIBITOR'S product is not as described in this agreement or is incompatible, in the opinion of McRae with the purposes of the FDLA. Contract for space may also be canceled if the EXHIBITOR'S demeanor is deemed inappropriate or disruptive by Exhibit Management.

INSURANCE AND HOLD HARMLESS AGREEMENTS: General comprehensive, liability and workers compensation insurance must be obtained by EXHIBITORS at their own expense, showing McRae & Company, Inc. and FDLA as additional insureds. Proof of insurance must be submitted to McRae upon request.

The EXHIBITOR will indemnify, defend, and hold harmless McRae & Company, Inc., FDLA and its sponsors, the City, the Facility's owner and management, and their respective owners, directors, officers, employees, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other related costs and charges arising out of EXHIBITOR'S activities related to the exhibition or any breach of the EXHIBITOR Rules and Regulations, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the EXHIBITOR or any of its directors, officers, employees, agents, representatives or contractors, excluding liability caused by the sole negligence or willful misconduct of McRae & Company, Inc. and FDLA, its sponsors and their respective owners, directors, officers, employees, representatives and agents.

LIMITATION OF LIABILITY: EXHIBITOR ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR ALL DAMAGES OR LOSSES TO MCRAE & COMPANY, INC. AND FDLA, THE FACILITY, PERSONS OR PROPERTY THAT OCCUR AS A RESULT OF THE NEGLIGENCE OR ANY ACTIONS OF EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS DURING THE ENTIRE EXHIBITION PERIOD.

EXHIBITOR AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, MCRAE & COMPANY, INC. AND FDLA, THE CITY, THE FACILITY AND ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO ANY EXHIBITS, OR MATERIALS, GOODS OR WARES (COLLECTIVELY "PROPERTY") BELONGING TO THE EXHIBITOR, AND THEY ARE RELEASED FROM LIABILITY FOR ANY DAMAGE, LOSS OR INJURY TO PERSON OR PROPERTY OF THE EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS, RESULTING FROM FIRE, STORMS, WATER, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, MYSTERIOUS DISAPPEARANCE, BOMB THREATS OR ANY OTHER CAUSES.

FALSE ADVERTISING CLAIMS: Exhibitor agrees to comply with the federal Lanham Act, including §43(a) (which is codified at 15 U.S.C. § 1125(a)). § 43(a). codifies the federal prohibition on false advertising and prohibits any use of a false or misleading description or representation in commercial advertising or promotion that "misrepresents the nature, characteristics, qualities, or geographic origin of goods, services, or commercial activities."

ATTORNEY FEES AND COSTS: Should any litigation arise out of this contract, EXHIBITOR shall pay all costs and reasonable attorney's fees incurred by McRae & Company, Inc., Exhibit Manager, and/or the sponsoring organization, if McRae and/or the co-sponsoring associations are the prevailing parties. This provision shall extend to the costs and attorneys' fees incurred at both the trial and appellate level.

TAXES AND LICENSES: EXHIBITOR shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the FSE Show. EXHIBITOR shall be responsible for obtaining tax identification numbers & paying all taxes, license fees or other charges that shall be due to any governmental authority in connection with their activity at the Exposition.

AGE RESTRICTIONS & STROLLER POLICY: No children in strollers or children under the age of 15 will be allowed access into the exhibit hall during booth setup, show hours or during booth dismantling.

FIRE, SAFETY AND HEALTH: The EXHIBITOR agrees to accept full responsibility for compliance with city, county, state and federal Fire, Safety and Health Ordinances regarding the installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to spectators.

The EXHIBITOR hereby represents and warrants to McRae & Company, Inc. and FDLA, that EXHIBITOR has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected.

DEFAULT BY EXHIBITOR: EXHIBITOR shall be in default if it fails to pay at pre-identified dates the required sums under this agreement or breaches any of the provisions of this contract.

UNOCCUPIED SPACE: Exhibit Management reserves the right, should any rented EXHIBITORS' space remain unoccupied 2 hours prior to the published set-up day/ hours, or should any space be forfeited due to failure to make payment in full, to sell paid or unpaid space to another EXHIBITOR or use space for such purpose as it may see fit without liability on its part. This clause shall not be construed as affecting the obligation of the EXHIBITOR to pay the full amount specified in the space rental contract. Failure to make payment of the full amount specified in the Contract for Exhibit Space by the cut-off date constitutes cancellation by the contracting EXHIBITOR.

EARLY TEAR-DOWN OR DISMANTLING: EXHIBITORS agree by signing this contract that they will remain on the exhibit hall floor until the official close of the trade show, as published in their EXHIBITOR manual. Early tear-down or dismantling is prohibited. Any EXHIBITORS dismantling their booths prior to the scheduled time will be penalized a \$250 fine. This fine must be paid before the EXHIBITOR may apply to exhibit at future shows. In addition, any EXHIBITORS dismantling their booths early will be penalized with a loss of priority points for future booth selection. Exhibits Management will monitor and enforce this rule.

CANCELLATIONS AND REFUNDS: In the event of cancellation by the EXHIBITOR, the following schedule of refunds will be followed: Refund of the total amount paid as of date of cancellation, less a \$50 administrative fee will be made if written cancellation is received by **March 4, 2019**. No refunds will be paid after **March 4, 2019**, unless the "paid-in-full" space is re-sold prior to the opening of the show. In that event, exhibit management will refund 50% of the booth fee within 30 days of the close of the show. If canceled at the discretion of the Exhibit Manager, the amount of refund (if any) will be determined by the Exhibit Manager at the time of cancellation. **There will be no refunds for "No-Shows."** Sponsors who wish to cancel must submit a written cancellation request to the FDLA office prior to **March 4, 2019** to receive a full refund less a \$50 administrative fee. All sponsorship cancellation requests received after **March 4, 2019** will receive a 50% refund of the fees paid.

EXCUSED NON PERFORMANCE/FORCE MAJEURE: If for any reason beyond the reasonable control of McRae & Company, Inc. or FDLA, including but not limited to acts of God, war, strikes, labor disputes, accidents, government requisitions, governmental restrictions or regulations on travel (including travel advisory warnings), facility availability, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, curtailment of transportation, disaster, fire, earthquakes, hurricanes, extreme inclement weather, epidemic, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts (in the city where the facility is located), or any other comparable conditions, McRae & Company, Inc. or FDLA is unable to fulfill its obligations under this Agreement, the Parties may terminate this Agreement without liability, and McRae & Company, Inc. or FDLA may retain the earned portion of the Exhibit Fee required to recompense it for expenses incurred up to the time of terminating the event. Any remaining unearned Exhibit Fee will be returned to the EXHIBITOR.

Additionally, if any part of the Facility is damaged or if circumstances beyond McRae & Company, Inc. or FDLA's reasonable control make it impossible or impractical for McRae & Company, Inc. or FDLA to permit EXHIBITOR to occupy or continue to occupy the assigned Exhibit space location during any part of or the entire exhibition, EXHIBITOR will only be charged a pro rata Exhibit Space Rental Fee for the period that the Exhibit space was or could have been occupied by EXHIBITOR. Furthermore, in no event will McRae & Company, Inc. or FDLA, the City, the Facility, or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, special or incidental damages of any nature or for any reason whatsoever.

AUTHORITY TO SIGN: EXHIBITOR agrees that they have the requisite authority to enter into this Agreement and bind the company or party for whom they sign, and to abide and be bound by all of the terms, conditions, all EXHIBITOR Rules and Regulations stated under this Agreement, the EXHIBITORS' Manual, any schedules, or to any amendments to the same, all of which are integral to and incorporated by reference into this Agreement. All points not covered are subject to the decision of the Exhibit Manager.

Further, EXHIBITOR agrees that McRae & Company, Inc. will have full power in a matter of interpretation, amendment and enforcement of all EXHIBITOR Rules and Regulations. In all instances, McRae & Company, Inc.'s rulings will be final. All rights and privileges granted to EXHIBITOR under this Agreement and any subsequent amendments are subject to and subordinate to the master lease between McRae & Company, Inc., the Florida Dental Laboratory Association (FDLA) and the Facility.

For further information, contact: **Connie Bond, FDLA Exhibit Manager at 866.873.3352 or 850.906.0099**
FAX: 850.906.0077 E-mail: exhibits@fdla.net www.fdma.net/exhibits