

# RULES & REGULATIONS

("RA" refers to Resilient America, "Exhibitor" refers to the applicant for exhibit space; "Conference" refers to the Resilient America Conference and Expo; "Facility" refers to the Mass Mutual Center, and "The City" hereinafter refers to Springfield, MA.)

1. **SOLICITATION**—Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth area and may not extend into any aisle. No exhibitor shall so arrange his exhibit so as to obscure or prejudice adjacent exhibitors in the opinion of RA.
2. **SUBLETTING OF SPACE**—Exhibitor agrees not to assign, sublet or apportion space or any part thereof allotted to him, not to exhibit or advertise goods other than manufactured or sold by him in the regular course of the business unless approved in writing by RA.
3. **REFUND POLICY**—Exhibitors canceling in writing **on or before August 15, 2019** are entitled to a refund, minus a \$100 processing fee. There will be no refunds issued after August 15, 2019.
4. **INSURANCE**—Exhibitor shall carry their own insurance. RA and the facility assume no responsibility for the safety of the exhibitor, its officers, agents of employees from theft, damage by fire, accident or any other cause whatsoever, and the exhibitor expressly agrees to save and hold harmless RA and the facility and their respective management, agents and employees from any and all liability resulting from injuries or damage to exhibitor, its agents, employees and attendees, persons and/or properties in connection with the exhibitor's use of the exhibit space.
5. **FORCE MAJEURE**—RA will not be liable for the fulfillment of this contract as to the delivery of exhibit space if non-delivery is due to any of the following causes: By reason of the facility being damaged or destroyed by hurricane, fire, act of God, public enemy, war or insurrection, strikes, the authority of the law, postponement or cancellation of the conference, or for any cause beyond their control. It will, however, in the event of its not being able to hold a conference, for any of the above named reasons, reimburse the exhibitor on a pro-rated basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, etc.
6. **SECURITY**—RA will provide perimeter security guard, however, exhibitor should insure his own exhibit and display materials from place of shipment to the facility and return, including the period during which materials remain in the exhibition, covering all risks (liability, fire, theft, damage, etc.)
7. **PROTECTION OF FACILITY**—Nothing shall be posted on or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other part of the facility hall without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and must conform with the direction of RA, the facility manager or their assistants.
8. **SAFETY PRECAUTIONS**—All construction materials must conform to standard safety practices. Table and back wall drapes supplied by the exhibitor, together with textile or paper displays and décor must be fire resistant. No combustible decorations, such as crepe paper or tissue paper, cardboard or corrugated paper may be used at any time. All packaging containers and materials are to be moved from the floor and may not be stored under tables or behind display. Displays are subject to inspection and approval for safety by the city Fire Department. Exhibitors displaying heavy equipment must comply with any and all fuel supply codes and regulations set forth by the city Fire Department, RA and the facility.
9. **SOUND EQUIPMENT**—Use of sound motion pictures and tape recorders will be permitted, where appropriate to a display, provided sound is maintained at not more than a "conversational" level; RA reserves the right to restrict the exhibitor's use of sound and other devices which may interfere with the best interest of the conference as a whole.
10. **IRREGULAR ACTIVITIES**—Use of noisemakers and presentations which may be judged not in good taste, lacking in dignity, or not in keeping with the purposes of the conference are prohibited. Decisions are made by RA. Complaints of any violations of rules and regulations are to be made promptly to NEF. Exhibitors and their personnel agree to abide by the decision and ruling of RA. Any violation of rules and regulations by an exhibitor or their personnel and failure or refusal of such exhibitor or personnel to comply with such rules and regulations, shall be sufficient cause for RA to ban or bar the exhibitor from the conference at any time without further notice.
11. **EXHIBITOR SERVICE MANUAL**—RA will furnish an Exhibitor Service Manual to the exhibitor prior to the conference. This manual will include specifications for labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, telephones, cleaning services, etc. This manual is to be read over carefully by the person in charge of preparing the exhibit.
12. **SERVICE ORGANIZATION**—RA shall designate contractors to perform work at exhibitor's expense where not otherwise done by RA pursuant to this contract. Where union personnel are required by the facility or by the contractors involved, it shall be the exhibitor's responsibility to comply with such requirements; in no event shall NEF be held responsible for the conduct of contractors or their employees. RA assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the facility.
13. **BOOTHS**—Each 10' x 10' and 10' x 20' booth area is equipped with pipe and drape and a 2-line company ID sign. Display space does include a table. All furniture and carpeting will need to be ordered directly with the Show Decorator.
14. **BOOTH DISPLAY**—No display may exceed a height of 8' on the back wall or be higher than sidewall specifications, except in Non-Conforming aisles. No portion of the display shall block sight lines to other displays or booths. Displays may not extend more than 4 feet from the back wall. Display plans for all 20' x 20' booths and bulk spaces must be approved in advance by Show Management. Displays with gasoline tanks are required to have less than ¼ tank of gas. *Booth displays do not include electricity. That is an additional fee and may be purchased through the facility or show decorator.*
15. **INSTALLATION AND DISMANTLING**—Specific requirements as to time for installation and dismantling of exhibits shall be set forth in the Exhibitors Service Manual supplied to each exhibitor for the particular conference for which a license has been granted. Such requirements shall be binding upon the licensee as though fully set forth herein.
16. **ADDITIONAL REGULATIONS**—RA may from time to time promulgate such regulations as may be found in its judgment to be most practical.
17. **LOSS OR DAMAGE**—Exhibitor agrees with RA that the conference shall not be liable for any damage or liability of any kind or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by an exhibitor or any person thereon with the consent of exhibitor, and that exhibitor will defend, indemnify and save harmless RA from all liability whatsoever, on account of any such damage, or injury where or not caused by negligence of or breach of an obligation by exhibitor or its employees or reps.
18. **UNIONS**—It is further agreed that the exhibitor will abide and comply with rules and regulations concerning local unions having agreements with the facility or with authorized contractors employed by RA.
19. **MANAGEMENT**—The exhibitor further agrees that conditions, rules, and regulations of RA management are part of this contract and exhibitor agrees to be bound by each and all of these rules and regulations and that the management shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the conference.
20. **PAYMENT:** a 50% deposit is due at registration. Payment in full is due by August 15, 2019. No exhibitor may set up until full payment is received. If for some reason you must withdraw from the show, notice must be received in writing by August 15. You will receive a refund less a \$100 administrative fee. No refunds after August 15, 2019.