



EXHIBIT AND SPONSOR REGISTRATION CONTRACT

Please fill out and sign this form. Once complete email this form back to Michael Shivers at info@ndiasw.org

Company Name	
Street Address/PO Box	
City	
State/Province	
Zip	
Contact Name	
Job Title	
Contact Phone	
Contact Email	
Company URL	

SIGNED CONTRACT MUST BE RETURNED TO EXHIBIT

1. APPROVED EXHIBITORS – Only Exhibitors that have contracted with the NDIA Southwest Chapter will be permitted to display or to demonstrate its products, processes, or services at the event. By signing this contract, you and your company agree to the terms and conditions set forth below.

2. DEFINITIONS – As used herein: The “Contract” means the Exhibitor Contract and the terms and conditions contained herein. “Exhibitor” means any person or company exhibiting, its representatives, agents, employees and contractors. The “Rules” means any and all provisions contained herein. “Venue” means the facility where the event will be held.

3. RESTRICTIONS – The Event Management may, at its sole discretion, prohibit, restrict and/or evict exhibits which are, in the opinion of Show Management, objectionable for any reason including, but not limited to, danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display and/or method of display. The Event Management may also prohibit, restrict, and/or evict any exhibit which may detract from the general character of the show or which violates any term of this Contract. Show Management may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else Show Management judges to be objectionable. In the event of such prohibition, restriction, or eviction, Show Management shall not be liable for any refunds of rental or other expenses. If Exhibitor fails to comply in any respect with the terms and conditions of this Contract, including the Exhibition Rules and Regulations, the Event Management shall have the right, without notice to Exhibitor, to rent or offer for rent Exhibitor's space, or to use such space in any other manner. Exhibitor shall remain liable for the full amount specified by this Contract.

4. ASSIGNMENT OF SPACE – Event Manager reserves the right to assign space, to rearrange the floor plan and/or to relocate any exhibit to further the best interest of the Show. Show Management will assign space guided by Exhibitors' priorities, by the exhibit's requirements, and in some instances, space will be provided on a first come, first serve basis.

5. RENTAL OF SPACE – Rented space includes a table, 2 chairs and basic electricity. Any and all other equipment or materials required by Exhibitor must be provided by Exhibitor at Exhibitor's own expense.

6. SPONSORSHIP – As an option Exhibitors may choose to Sponsor various aspects of the event(s). Sponsorship opportunities and deliverables are subject to change or cancellation by the Event Management.

7. PAYMENT AND CANCELLATION BY EXHIBITOR A full refund or credit will be issued when the Exhibitor sends a written cancellation notice at least 15 days prior to the event date. Where the written notice of cancellation is received 14 days or less prior to the event date the exhibitor shall not be entitled to any refund or credit. If written notice is received 14 days or less prior to the event date the Exhibitor would be liable for 100% of the event contracted fee amount. Exhibitors shall pay for all fees, expenses and costs incurred by the Event Manager, including without limitation for all legal and collection services (and all reasonable attorneys' fees), incurred by the Event Manager in collecting any past due amounts from Exhibitor. Furthermore, all past due invoices are subject to the lesser of (a) a one and one-half percent (1.5%) interest charge per month on the past due amount, or (b) the maximum amount permitted by law.

8. USE OF EXHIBIT SPACE – Exhibitor shall not assign, sublet, or share any part of his space. However, an Exhibitor may use his space to exhibit any eligible products: (1) manufactured or sold in his own name, (ii) manufactured or sold by any company controlled by or under common control with Exhibitor, (iii) manufactured by a joint venture in which he participates, or (iv) produced pursuant to his manufacturing license. Exhibitor shall not exhibit, offer for sale, give as a premium, or furnish literature about any other products or services except where the Event Management determines that such activities are required for the proper demonstration or operation of Exhibitor's displays. In any case, identification of such articles or services shall be limited to the regular nameplate, imprint, or other identification, which is standard practice appears normally on the articles or in connection with the services. Exhibitor shall not permit persons other than its own representatives (including those of any corporate affiliate, joint venture partner or licensee), or of officially designated labor or service sources to use its booth for any purpose.

9. USE OF COMMON/PUBLIC SPACE – No demonstration, promotion, or advertising shall be permitted outside of Exhibitor's assigned exhibit space. Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs, or advertising materials outside of the Exhibitor's contracted-for exhibit space. No Exhibitor shall, in any other way, occupy or use the facilities for any purpose inconsistent with this Contract.

10. LOSS, THEFT OR DAMAGE – Event Management shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. Further, Event Management will not be liable for damage or injury to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitor, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Show, especially during set-up and tear-down of the show, can be dangerous, and Exhibitor, on behalf of itself and each member of its exhibit staff, assumes such risk and waives any liability on the part of The Event Management and assumes all liability for such risk. If Exhibitor's materials fail to arrive, or if for causes beyond its control, Exhibitor is prevented from using its space, Exhibitor is nevertheless responsible for its space rental. Exhibitor shall carry special insurance to protect all exhibit materials against damage, theft or other loss, and liability insurance against injury to persons and the property of others, including, but not limited to, the Event Management.

11. COMPLIANCE WITH LAWS - Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances or codes, together with the rules and regulations of the Event Management and the operators and/or owners of the property wherein the Show is held.

12. THE AMERICANS WITH DISABILITIES ACT (ADA) - Exhibitor is required to comply with all provisions of the ADA, including, without limitation, arranging Exhibitor's exhibit so as to be accessible to all persons covered by the ADA.

13. COPYRIGHTS, LICENSED AND PATENTED MATERIAL – Exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, or printed matter which may be protected under the laws of the United States of America. Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.

14. ADVERTISING AND PROMOTION – The Event Management reserves the right to use Exhibitor's name in any advertising, promotion or marketing associated with the exhibition. Event Management does not, however, guarantee Exhibitor inclusion in such materials.

15. ATTENDANCE – NDIA Southwest Chapter makes no representations or guarantees with respect to the demographic make-up and/or number of attendees at this event(s).

16. RIGHT TO CHANGE LOCATION, DATES, AND/OR RULES – Event Management retains the right to change the Exhibition location, dates, and/or rules upon notice to Exhibitor. Any such change shall be incorporated and made part of this Contract.

17. CANCELLATION BY MANAGEMENT – The Event Management retains the rights to cancel the Show and/or the Exhibit with no liability to Exhibitor other than a refund of any paid space rental fees, for any reason beyond its control including, but not limited to, civil unrest, labor disputes, acts of government or acts of God.

18. INDEMNIFICATION - Exhibitor agrees to indemnify and hold and save the Event Management whole and harmless from and against any and all claims, charges, complaints, liability, losses, demands, actions, damages, expenses, judgments, settlements and/or costs of any nature whatsoever which shall result, directly or indirectly, wholly or in part, by any act, omission, negligence, or conduct of Exhibitor or Exhibitor's employees, representatives, agents, servants, contractors, patrons, guests, licensees, invitees, or assigns, at or related to the Show, including, but not limited to, any such costs in connection with a violation of any laws or regulations, any off-site activities, any dangerous or hazardous materials, any damage, injury, or loss to persons and/or property and any costs, including attorneys' fees, incurred by the Event Management in connection with the enforcement of this Contract. Exhibitor covenants and agrees that if the Event Management is made a party to any litigation commenced by or against Exhibitor or relating to this Contract or the exhibit space rented hereunder, then Exhibitor shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon Show Management.

19. GOVERNING LAW - This Contract shall be construed in accordance with and governed by the internal laws of the State of Arizona, not including the laws applied to conflicts of laws.

20. SEVERABILITY - The invalidity or unenforceability of any of the covenants, phrases or clauses in this Contract shall not affect the remaining portions hereof, but this Contract shall be construed as if such invalid covenant, phrase or clause had not been contained herein.

21. ENTIRE AGREEMENT - This Contract embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. Exhibitor agrees to comply with all provisions incorporated in this Contract. This Contract supersedes all prior agreements and understandings between the parties with respect to the subject matter. Please contact Michael Shiver at (703) 884 – 5112 or info@ndiasw.org

Print Name

Authorized Signature

Date

