

## NARI Milwaukee, Inc. Event Terms and Conditions

Anyone submitting an application to participate (“Exhibitor”), in NARI Milwaukee, Inc. (“NARI Milwaukee”) Event agrees the following Exhibitor Contract Terms and Conditions.

### 1. Registration

- a. Participation in a NARI Milwaukee Event is an exclusive benefit of membership. Applicant must be a member of NARI Milwaukee or apply and be accepted as a member at the time of submission. NARI Milwaukee has sole discretion to allow any business not applicable for membership into the Event.
- b. The submission of the online application form with or without payment enters Exhibitor into a contract with NARI Milwaukee for the intended use and occupancy of designated space at the Event. A description of products/materials/services to be displayed must be submitted with application.
- c. NARI Milwaukee reserves the right to accept or reject any application at its sole discretion with or without cause at any point from submission to Event exhibitor move in.
- d. Exhibitor shall be notified of a rejected application and any applicable payment refund, if applicable, at the sole discretion of NARI Milwaukee.

### 2. Payments

- a. Upon submission of application, Exhibitor is obligated to applicable fees to NARI Milwaukee.
- b. The submission of application is an intent to exhibit and actual space on the floor is not reserved or assigned until the contract is paid in full. Booth space is reserved first come, first served with complete application and payment in full.
- c. All payments must be made within 30 days of Event move in. Any application submitted within 30 days of the Event move in, payment is due upon application receipt. Any Exhibitor not paid in full will not be allowed to move in.
- d. Payment can be made by credit card which includes a 3% processing fee or check.
- e. Credit cards that are unable to be processed, checks returned for insufficient funds or closed accounts shall be charged a \$50 returned check charge. If debtor fails to act within 10 business days, the returned check and returned check charge shall be turned over to legal counsel for collection and debtor shall be responsible for all court and attorney fees.
- f. Late or nonpayment shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by applicable law, whichever is greater. The Exhibitor shall pay all costs of collection, including actual attorneys’ fees, incurred in the collection.

### 3. Cancellations

- a. Cancellation means Exhibitor will not be attending the Event and the booth space will be or booth space was vacant at the start of the Event.
- b. Any Exhibitor who has submitted an application must notify NARI Milwaukee in writing of cancellation. Failure to have space occupied at the start of Event is considered notice of cancellation. If Exhibitor cancels or fails to occupy the agreed upon space, all liquidated damages shall be immediately due and payable to NARI

Milwaukee. Liquid damages are defined as the entire submitted application space fee, plus all costs incurred upon cancellation as applicable.

- c. There are no refunds for cancellation, and NARI Milwaukee reserves the right to utilize the space at their sole discretion including reselling the space.

#### 4. Insurance

- a. Each Exhibitor shall carry comprehensive general liability coverage including, but not limited to, premises, operations, and contractual liability of no less than one million / two million dollars aggregate insurance for each occurrence, together with statutory workers compensation insurance, hired and non-owned auto, and an umbrella with limits of no less than one million per occurrence.
- b. Certificates of Insurance must name NARI Milwaukee as additional insured on a Primary Non-Contributory basis. Certificates of insurance must be provided to NARI Milwaukee prior to Exhibitor move in.
- c. Acceptance of the insurance by the NARI Milwaukee shall not relieve, limit or decrease the liability of the Exhibitor. Any policy deductibles or retentions shall be the responsibility of the Exhibitor. The Exhibitor shall control any special or unusual hazards and be responsible for any damage that results from those hazards. NARI Milwaukee does not represent that these insurance requirements are sufficient to protect the Exhibitor's interests or provide adequate coverage.

#### 5. Booth Construction, Dimensions and Regulations

- a. Aisle Clearance: All Exhibitors' contract and pay for specific dimensions and displays must not exceed these dimensions into the aisle, neighboring space or other. NARI Milwaukee reserves the right to enforce appropriate booth alterations to meet requirements or remove all displays in violation. No items may extend into aisles.
- b. Booths: Standard in-line booths size is 10' X 10' this is considered one (1) space. Corner booths must be 10' X 20' (minimum two (2) spaces) or larger and has two (2) open sides. All endcaps must be a minimum of 20' X 20' (minimum of four (4) spaces) or larger and have three (3) open sides. Islands are open on all four (4) sides. Corner booths, endcaps and islands are considered premium spaces and have an additional cost. It is NARI Milwaukee's sole discretion to configure all booth space/floor layout in the best interest of Exhibitor and guest experience.
- c. Exhibitors will be allowed to submit requested booth space options in order of preference up to three choices. All booth space assignments are first come, first served with complete application and payment in full. There is no guarantee that choices will be available. If requested space is not available, NARI Milwaukee reserves the right to assign space deemed in alignment with requests and a positive Event experience.
- d. It is Exhibitor's responsibility to follow all venue policies and guidelines regarding construction, decorations, food and beverage products, building codes, etc.
- e. Exhibitor's booth must be ready for presentation each day thirty (30) minutes prior to Event open. No Exhibitor may close or vacate the booth prior to the end of the Event each day.

#### 6. Liability

- a. Each Exhibitor must make provision for the safeguarding of their goods from the time they are placed in their booth until they are removed by the Exhibitor. Special security personnel will be employed for the Event, but NARI Milwaukee nor the

venue will be responsible for, or guarantee to Exhibitor, the safety of exhibit material against fire, accident, theft, or any loss or injury whatsoever.

- b. It is agreed that Exhibitor shall assume all liability for damage to NARI Milwaukee and the venue caused by their exhibit and shall indemnify and hold harmless NARI Milwaukee from and against any liability that might ensue by reason of their exhibit or presence at the Event.
7. Sublease / Use by Others: Exhibit space is sold to Exhibitor listed on the application. No Exhibitor may sublease, assign, borrow or give their exhibit space or permit any other person to use any part of such space for any reason regardless of relationship to Exhibitor.
8. Exhibitors are prohibited from selling merchandise/products/services unrelated to Exhibitors registration, distributing information and soliciting. Stepping out into aisles and engaging with attendees or conducting seminars from the booth is not allowed. Any variation may result in ejection from the Event.
9. No animals or pets for any reason are allowed during move in, Event hours and move out unless approved by NARI Milwaukee in advance.
10. Photography/Videography: By submitting an application into the Event, you hereby acknowledge your permission to use your image and likeness in connection with photo or video taken at the Event, for marketing or other purposes.
11. Relationship of the Parties: It is specifically understood and agreed that this Agreement shall not be construed to create or evidence a partnership or joint venture between NARI Milwaukee and the Exhibitor and that both parties hereto are individually responsible for their respective debts and financial obligations. The Exhibitor shall not make representations to third parties contrary to the terms of this paragraph.
12. Indemnification: Exhibitor shall defend, indemnify and hold the NARI Milwaukee, Inc., its officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, damages, liability, fines, penalties, costs and expenses brought for or on account of any injuries, illness, disability, death or damages received by any persons including but not limited to attorneys' fees arising from or related to Exhibitor's performance under this Agreement, Exhibitor's breach of a term or condition of this Agreement, including any of the representations or warranties contained herein or any negligent or intentional act or omission of Exhibitor or others for whose acts or omissions Exhibitor may be liable.
13. Fraud and Misrepresentation:
  - a. The Event is limited to those persons, firms, corporations, and other entities that have contracted and paid for exhibit space. No other persons, firms, corporations, or other entities will be permitted to demonstrate products or services, solicit orders, or distribute advertising matter on the floor of the Event or in the exposition facility unrelated to the persons, firms, corporations, and entities that have contracted and paid for the exhibit space. Any person violating this rule will be promptly ejected from the venue and subject to disciplinary review, including but not limited to termination of membership and/or a ban on attendance at all future Events.
  - b. Each Exhibitor is expected to deal honestly and fairly with the public. Any attempted fraud or misrepresentation will be considered enough cause for revoking the contract and removal from the Event and actions will be reviewed in accordance with NARI Milwaukee bylaws.
  - c. Exhibitors shall not distribute anywhere within the Event premises or display materials at their Exhibit that mentions by name any competitor, Exhibitor at the Event or otherwise. NARI Milwaukee will remove any materials or displays that

violate this rule from the Event. NARI Milwaukee shall have no liability to any Exhibitor or to any other party for any lost or damaged materials so removed.

14. Rules and Regulations

- a. Upon acceptance of an application Exhibitor shall receive all the Event and venue Rules and Regulations including, but not limited to, move in, booth construction, move out and conduct. All rules, regulations, and requirements set forth in any written materials pertaining to the Event currently or which may be promulgated by NARI Milwaukee or the venue at any time hereafter and enforceable under this agreement. This includes any verbal instructions given by any authorized representative of NARI Milwaukee during the course of the Event.
- b. All rules, regulations, and requirements which govern the members of NARI Milwaukee, including but not limited to, the NARI Milwaukee Bylaws, Code of Ethics and Standards of Practice.
- c. Any Exhibitor who fails to comply with any of the terms of this agreement between NARI Milwaukee and Exhibitor, including any other rules, regulations, and requirements as described above in this document is in the sole discretion of NARI Milwaukee, subject to immediate rejection or ejection from the Event and shall be liable to NARI Milwaukee for all damages resulting therefrom, provided further, however, that nothing herein shall prevent NARI Milwaukee from seeking to specifically enforce the terms of the agreement, including such rules, regulations, and requirements, in lieu of, or in addition to, seeking money damages for any breach. In any event, Exhibitor shall be liable to NARI Milwaukee for any expenses incurred by NARI Milwaukee as a result of any breach of the agreement between NARI Milwaukee and Exhibitor, and such expenses shall include, without being limited to, all court costs and actual attorney fees. In addition, any Exhibitor who is ejected from the Event for failure to abide by the terms of this agreement shall be subject to disciplinary action in accordance with the NARI Milwaukee Bylaws, up to and including revocation of Exhibitor's membership in NARI Milwaukee.
- d. This contract is a revocable license to attend the designated Event, granted to Exhibitor by NARI Milwaukee. Such license may be revoked by NARI Milwaukee and admission refused for any reason.

15. Amendments: NARI Milwaukee shall have the full power in the interpretation and enforcement of all contract regulation contained herein and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for the proper conduct of the event.

16. Governing Law: The laws of the state of Wisconsin will govern the interpretation of this Agreement and the state of Wisconsin shall have exclusive jurisdiction over any legal actions arising under this Agreement.

17. Severability: In case any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause continued performance of this Agreement as contemplated herein to be unreasonable or materially and adversely frustrate the objectives of the parties as expressed in this Agreement. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purposes of this Agreement, the

parties will immediately commence negotiations in good faith to reach agreement on a mutually acceptable successor provision.

18. Force Majeure: If events beyond the reasonable control of the parties, including but not limited to acts of God, war or armed conflict, strikes or labor disputes, pandemic or diseases, governmental regulation or advisory (including travel advisory warnings or measures of any governmental authority, civil disturbance or riots, terrorism or threats of terrorism, power failures or disaster, fire, earthquakes or other severe weather, or other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), shall occur resulting in the delay, hindrance or inability for one or both parties to perform under the Agreement, then performance shall be excused for the duration of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of the delay.

# NARI Milwaukee, Inc. Exhibitor Information, Rules and Regulations

Anyone submitting an application to participate (“Exhibitor”), in NARI Milwaukee, Inc. (“NARI Milwaukee”) Event agrees the following Exhibitor Contract Rules and Regulations. Additional information can be found in the Exhibitor Contract Terms and Conditions.

## 1. Exhibitor Move In:

- a. Trucks will be allowed to start move in at noon three (3) days prior to Event start. Tuesday, October 15, 2024, 12:00 pm to 4:30 pm. Small box trucks and vehicles may drive in per the discretion of NARI Milwaukee and the venue security. Driving into the facility is not allowed at all times due to the amount of space that has been occupied. All Exhibitors must unload materials and remove vehicles promptly. Exhibitors must remove any snow, ice, water and mud from vehicles before entering the venue.
- b. All others can move in 8:00 am to 5:00 pm one (1) and two (2) days prior to Event start. Wednesday, October 16 and Thursday, October 17, 2024. Exhibitors do not have to schedule a move-in time. Exhibitors may stay inside the venue until 9:00 pm each day to set up booths; however, the venue will be closed for re-entry each day after 5:00 pm.
- c. On the start day of the Event move in is from 8:00 am to 9:00 am only and is hand carry of any booth materials. Friday October 18, 2024.
- d. Exhibitor skidsters or forklifts are not allowed. Steel wheeled carts are prohibited at all times.

## 2. Booth Construction, Dimensions and Regulations

- a. Any Exhibitor that has questions or needs clarification regarding booth space or acceptable displays, signage, decorations, etc. should call NARI Milwaukee at 414-771-4071 at least 30 days prior to move in.
- b. Aisle Clearance: All Exhibitors’ contract and pay for specific dimensions and displays must not exceed these dimensions into the aisle, neighboring space or other. NARI Milwaukee reserves the right to enforce appropriate booth alterations to meet requirements or remove all displays in violation. No items may extend into aisles.
- c. Booths: Standard in-line booths size is 10’ X 10’ this is considered one (1) space. Corner booths must be 10’ X 20’ (minimum two (2) spaces) or larger and has two (2) open sides. All endcaps must be a minimum of 20’ X 20’ (minimum of four (4) spaces) or larger and have three (3) open sides. Islands are open on all four (4) sides. Corner booths, endcaps and islands are considered premium spaces and have an additional cost. It is NARI Milwaukee’s sole discretion to configure all booth space/floor layout in the best interest of Exhibitor and guest experience.
- d. Exhibitors will be allowed to submit requested booth space options in order of preference up to three choices. All booth space assignments are first come, first served with complete application and payment in full. There is no guarantee that choices will be available. If requested space is not available, NARI Milwaukee reserves the right to assign space deemed in alignment with requests and a positive Event experience.
- e. Displays: No side rails, walls or counters may exceed 36” in height within the front 5 feet of the booth space. Backgrounds taller than 8 feet in height must have prior approval by NARI Milwaukee and must have a finished back. Any exceptions or variances must be submitted in writing to NARI Milwaukee at least 30 days prior to Event move in for pre-approval at the sole discretion of NARI Milwaukee. NARI Milwaukee has the right to deny any display regardless of pre-approval.

- f. Banners and Signage: All banners and signage displayed outside of the perimeter of the booth space area must be pre-approved by NARI Milwaukee. Attachments of materials to walls, posts or building surfaces are prohibited. Any overhangs protruding or extending outside of the contracted area must be submitted in writing to NARI Milwaukee at least 30 days prior to Event move in for pre-approval at the sole discretion of NARI Milwaukee. NARI Milwaukee has the right to deny any display regardless of pre-approval.
  - g. Obstruction and Exposed Material: Aisles and walkways on the Event floor must not be obstructed in any way. No exposed or raw material may be visible. All rough walls exposed, or raw material must be covered. If the exhibitor fails to drape exposed areas after notice by NARI Milwaukee, NARI Milwaukee will drape the area and any cost incurred will be billed at prevailing rates to the Exhibitor.
  - h. Fire and Electrical: All Exhibitors must follow fire and electrical codes. All decoration must be flame proof and must stand a fire test as prescribed by the fire ordinance of the city. Electrical wiring, equipment and light bulbs must meet electrical codes of the venue. Each booth will be inspected, and Exhibitors must comply with any Fire Marshal and/or venue instructions.
  - i. Floor Covering: All booths must have some type of flooring in their space that covers their entire contracted space (i.e., carpet, vinyl, tile, etc.). Duct tape is not allowed on any surface in the venue. Carpet tape is acceptable.
  - j. Landscaping Materials/Concrete Products: Prior to bringing any landscaping materials and/or dirt into the venue, the floor where the material will be placed must be covered with plastic sheeting. If the material is being placed over an electrical floor box, the floor box must be covered and taped with plastic sheeting.
  - k. Concrete/Asphalt Anchoring: Drilling and anchoring in concrete or asphalt surrounding the venue is prohibited.
  - l. Any Exhibitor interested in displaying a vehicle must have prior approval by NARI Milwaukee. No vehicle can have more than a quarter ( $\frac{1}{4}$ ) full gas tank and tank needs to be taped. Battery cables must be disconnected.
  - m. It is Exhibitor's responsibility to follow all venue policies and guidelines regarding construction, decorations, food and beverage products, building codes, etc.
  - n. Exhibitor's booth must be ready for presentation each day thirty (30) minutes prior to Event open. No Exhibitor may close or vacate the booth prior to the end of the Event each day.
3. Exhibitor Venue Daily Entrance
- a. Exhibitors are required to have an ID wristband for entry into the venue. Event tickets are not for exhibitor entry. Each Exhibitor will receive a specified number of wristbands per booth purchased. Additional wristbands are available for purchase through NARI Milwaukee. Each Exhibitor must show the venue security guards the ID Wristband for entrance each day.
  - b. All Exhibitors, employees and booth representatives must enter the venue grounds through GATE 1 off of Greenfield Avenue. All exhibitor parking is in the lower-level exhibitor parking lot in this area. All other venue parking is reserved for consumers. Do not leave vehicles in "NO PARKING" ZONES they will be towed at Exhibitor expense.
  - c. All Exhibitors and booth representatives must enter the venue through the back of the loading dock area.
  - d. Each Exhibitor shall receive a specified number of complimentary Event tickets to provide to customers, friends and family. These are not for those Exhibiting in the show.
4. Security
- a. It is expected if any Exhibitor see's something to say something to maintain the safety of other Exhibitors and consumers.
  - b. In case of an emergency locate the nearest security guard or NARI Milwaukee personnel.

- c. Security is provided during the Event hours and overnight. Exhibitors are responsible to protect any valuables and turn off electricity in booth before departing each evening.
  - d. NARI Milwaukee nor venue is not responsible for any loss of articles or exhibitor property or damage of product/property.
5. Deconstruction and Move Out
- a. At the conclusion of the Event on Sunday at 5:00 pm, Exhibitors may begin deconstruction of their booth area. Sunday, October 20, 2024. Move out may begin with hand carts and hand carry. At the discretion of NARI Milwaukee and the venue, security will conduct vehicle entry starting at 5:30 pm until 8:30 pm for display retrieval – weather permitting. Small box trucks and vehicles may drive in per the discretion of NARI Milwaukee and the venue security. Driving into the facility is not allowed at all times due to the amount of space that remains occupied. All Exhibitors must load materials and remove vehicles promptly. Exhibitors must remove any snow, ice, water and mud from vehicles before entering the venue. Exhibitors may stay inside the building until 10:00 pm
  - b. Monday after the conclusion of the Event move out will begin at 6:30 am and conclude by 11:30 am. Monday October 21, 2024. Any items (including garbage) and booths not cleared by 11:30 am on Monday after the conclusion of the Event will be assessed a fee of \$200 per every 30 minutes until clear. In addition, any removal of Exhibitor items by NARI Milwaukee and/or venue will be billed to Exhibitor at prevailing rates.
  - c. Exhibitor skidsters or forklifts are not allowed. Steel wheeled carts are prohibited at all times.
6. Event Conduct
- a. Children under 18 years of age are highly discouraged due to the amount of construction during Event move in and move out. Any children in attendance are the sole responsibility of the guardian and they must remain in Exhibitor booth space.
  - b. All Exhibitors are expected to demonstrate integrity, professionalism and respect to fellow Exhibitors and consumers. This includes, but not limited to, noise, taking videos or photographs, eating and drinking, attire, interfering with others customer engagement, etc. All Exhibitors have the right to a safe and successful Event.
  - c. If an Exhibitor has an on-site request, challenge or dispute, Exhibitors are expected to remain calm and patient, be flexible, professional and cooperate to help resolve the matter. NARI Milwaukee and the venue will do their best to address the matter as timely as possible. At the sole discretion of NARI Milwaukee any Exhibitor not maintaining professionalism shall be ejected from the Event.
  - d. Any Exhibitor in doubt, is expected to seek help from NARI Milwaukee. Act quickly if something warrants the attention. Don't wait until after the show.

**Venue:**

Wisconsin State Fair Park, Exposition Center  
8200 West Greenfield Avenue  
West Allis, WI 53214  
414-266-7000

- Provides: Gas, water, electrical hookup and sign hanging for additional fees
- It is Exhibitor's responsibility to follow all venue policies and guidelines regarding construction, electrical, fire codes, decorations, food and beverage, building codes, etc. Please contact the venue with any questions or concerns.



**Exhibitor Services:**

Valley Expo & Displays  
877-332-4292

- Official exhibitor booth services/materials provider of NARI Milwaukee.
- Provides: Freight, shipping or other delivery services; forklift service; move in and move out assistance; removal assistance, carpet, draping, etc. Storage and handling of crated material may be available on a limited basis with a fee per CWT charge. A limited amount of hand carts will be available for complimentary use.
- Any Exhibitor unable to clear out material by, Monday, October 21, 2024, 11:30 am, must contact Valley Expo & Displays for holding and /or shipping arrangements.

Questions or concerns, please contact NARI Milwaukee at 414-771-4071.