

# Agreement Terms and Conditions

## 1. BOOTH CONSTRUCTION

Each booth will be 10' x 10' or 5' x 10' (unless otherwise indicated). Electricity may not be available.

## 2. EXHIBIT INSTALLATION

Exhibitors may initiate booth construction after checking in at NMSEA table. CHECKIN/SETUP HOURS: Saturday 7:15am-9:30am. **You will be allotted a specific 30 minute period to unload your exhibit materials.**

## 3. LABOR

Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and re-crating of displays.

## 4. EXHIBIT STAFFING

All exhibits must be staffed during show hours by at least one person. Exhibitors must arrive at least 30 minutes prior to show opening. Staff must be 18 years of age or older.

## 5. BOOTH OPERATION

Products may be sold from exhibit space. The exhibitor shall hold harmless NMSEA from any and all damages or theft of merchandise or materials from contracted exhibition space. All exhibits shall not extend beyond allotted space unless authorized in writing by NMSEA.

## 6. EXHIBIT CARE

Exhibitors are responsible for keeping exhibits clean and orderly.

## 7. REMOVAL OF EXHIBITS

**NOTHING WILL BE ALLOWED TO LEAVE THE EVENT AREA BEFORE 4PM SATURDAY. REMOVAL HOURS: Saturday 4pm - 6pm.** Any exhibits not completely dismantled and removed by the above hours will be removed and associated fees will be charged to the exhibitor at prevailing rates. Removing your exhibit prior to 4pm Saturday may result in additional fees for future shows.

## 8. BOOTH ASSIGNMENT

While initial booth reservation is mutually agreed to by the exhibitor and NMSEA, final assignment is the proprietary right of NMSEA.

### 9a. BOOTH MUSIC

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source (i.e. BMI, ASCAP). Evidence of such an agreement must be available for review upon request. In the event written confirmation cannot be documented, the vendor agrees to cease playing the music.

### 9b. NOISE CONTROL

The use of sound equipment is prohibited unless approved by NMSEA. Any electronic equipment or machinery which is determined to be distracting to other exhibits will not be permitted.

## 10. SECURITY

Security will **NOT** be provided. NMSEA is not responsible for theft or damage of property.

## 11. BOOTH CONTRACT

The exhibit space contracted and nonrefundable payment upon receipt by NMSEA shall constitute a valid and binding contract. If, due to circumstances beyond the control of NMSEA, the show should be cancelled, the contracted Exhibitor shall waive any claims for damages or compensation.

## 12. UNOCCUPIED SPACE

In the event an exhibitor has failed to check-in or occupy the space contracted at least one hour prior to opening, of the event, NMSEA shall have the right to utilize such space in any manner it chooses. This will in no way release the contracted Exhibitor, nor shall a refund be in order.

## 13. CANCELLATION AND LATE PAYMENTS

If payment in full is not received by the NMSEA 30 days prior to the event, Exhibitor risks forfeiture of the contracted space. If prior arrangements have been made with NMSEA for a later payment, only cash, money order or cashier's check will be accepted.

## 14. NON GUARANTEE

NMSEA shall remain free of harm of product sales, attendance, exclusive privileges or Exhibitor success.

## 15. REGULATION COMPLIANCE

Exhibitor shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State, and local statutes, ordinances, rules and regulations.

## 16. RIGHT TO REFUSE

NMSEA reserves the right to review and reject any application for exhibit space without prejudice.

## 17. REPRESENTATION

No representations are/have been made unless in writing.

## 18. EXHIBITOR INSURANCE

Exhibitors shall carry and maintain during the period of any show in which he/she exhibits, including move-in and move-out days, and at his or her sole cost and expense, personal injury, theft, and property damage coverage under a policy of general public liability insurance. Exhibitor warrants that by signing this contract he or she has complied with the insurance requirement of this contract.

## 19. FAILURE TO PERFORM

Should the Exhibitor fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by NMSEA and its subsidiaries, he or she may be prevented from exhibiting with forfeiture of exhibit space rental. NMSEA shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor use of the venue, or facility policy including power interruptions, utility failures, terrorism, bomb threat or un-due "acts of God" (e.g. flood, fire, or earthquake). If NMSEA is unable to open the Show as herein provided, or is compelled to postpone, cancel or relocate said Show for causes beyond its control, then it shall not be in any manner financially liable to Exhibitor. All Exhibitor funds collected from the cancelled or postponed show will be refunded to Exhibitor or applied to the next available show.

## 20. SALES LICENSES

Exhibitors who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with City and State licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agency.

## 21. AMENDMENTS

The NMSEA retains the full power to interpret and amend these rules and also to rule on any and all situations which may arise that are not explicitly outlined in the terms defined herein.

22. Electricity will **not** be provided. Gas may **not** be used. No bottled water may be sold without prior approval of NMSEA. **You will be allotted a specific 30 minute period to unload your exhibit materials.** This is a no-waste event. Any disposable containers need to be either recyclable or compostable

**This is a fossil fuel free event. Plan on parking your gas vehicles outside fence.**

## Show Location/Date/hours

1710 Bellamah Ave. NW (1 blk N. of Explora)

Saturday, Oct. 20, 2018

10:00am – 4:00pm

## Contact Info:

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