## MODULAR

## **EXHIBITOR REGISTRATION & CONTRACT**

## **WORLD OF MODULAR**

## **Exhibition Rules & Regulations:**

- 1. STAFFING: Each booth includes two full registrations for employees of the company that is purchasing booth space. If more than two people will be staffing the booth, additional registrations must be purchased. Sharing of registrations is prohibited. Violators may be asked to leave the show and may forfeit the right to exhibit at future shows. Exhibits must be staffed at all times during posted exhibit hours.
- 2. ACCEPTABILITY OF EXHIBITS: All exhibits shall serve the interests of the members of the Modular Building Institute (MBI) and shall be operated in a way that will not detract from other exhibits or from the exhibition. Exhibit management determines acceptability of persons, things, conduct, and/or printed matter and reserves the right to require the immediate withdrawal of any exhibit which is believed to be injurious to the purpose of the association. In the event of such restriction or eviction, MBI is not liable for any refund of exhibit fees or any other exhibit-related expenses.
- **3. APPLICATION FOR SPACE:** Application for space shall be made in writing on this official application form called Exhibitor Registration & Contract.
- 4. ASSIGNMENT OF SPACE: Exhibit space is assigned on a first-come, first-served basis. MBI will attempt to honor all requests for exhibit space. Not withstanding the above, MBI reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. If the requested booth space is already assigned, MBI will assign space based on proximity to competitors, the number of booths purchased, and dates of receipt of the Exhibitor Registration & Contract and payment. MBI reserves the right to modify the exhibit floorplan.
- **5. PAYMENT:** Full payment is required with the Exhibitor Registration & Contract. If payment does not accompany the Exhibitor Registration & Contract, booth space may be forfeited and resold, reassigned, or used by exhibit management.
- **6. CANCELLATION:** MBI must be notified in writing in the event of cancellation or space reduction. Fifty percent (50%) of the exhibit fee will be refunded for cancellations or reductions made no less than 46 days before the first day of the conference. There are no refunds for cancellations or reductions made 45 days before the first day of the conference.
- 7. FAILURE TO OCCUPY SPACE: Space not occupied by the close of the exhibit installation period will be forfeited by the exhibitor. This space may be resold, reassigned, or used by exhibit management. If the exhibit is on hand, exhibit management reserves the right to assign labor to set up any display that is not in the process of being erected by the given deadline. The exhibitor will be billed for all charges incurred.
- 8. EXHIBIT FEE: Single and double booth registration fees are described on the Exhibitor Registration & Contract and include two full registrations for company employees, one ten foot wide by eight foot deep draped booth area, one company identification sign, one six foot skirted table, and a listing in the official on-site program. Additional booth representatives may participate when paying the appropriate registration fees described on the Exhibitor Registration & Contract.
- **9. FLOOR PLAN:** All dimensions and locations shown on the exhibit hall floor plan are believed to be accurate. Exhibit management reserves the right to make modifications as may be necessary to meet the needs of MBI, the exhibitors, and the exhibit program.
- 10. CANCELLATION OF CONVENTION AND TRADE SHOW: If MBI should be prevented from holding the convention and trade show by reason of any cause beyond its control such as, but not limited to, buildings, riots, labor disputes, acts of government, terrorism, or acts of God or if it cannot permit an exhibitor to occupy the space due to causes beyond its control, MBI has the right to cancel the convention and trade show with no further liability to the exhibitor other than a refund of space rental, less a proportionate share of exhibition expenses.
- 11. **RESTRICTIONS ON USE OF SPACE:** No exhibitor shall sublet, assign, or share any part of the exhibit space without the written consent of MBI. Solicitations or demonstrations by exhibitors must be confined within the bounds of their assigned space. Aisle space shall not be used for exhibit purposes, display signs, solicitation, or distribution of promotional materials. Exhibits, signs, and displays are also prohibited in any of the public areas or elsewhere on the premises of the meeting facilities or in the guestrooms
- or hallways of the hotel. Operation of sound devices is allowed if the exhibitor complies with exhibit management discretion on volume. Any firm or organization not assigned exhibit space will be prohibited from soliciting business at the exhibition.
- 12. CONSTRUCTION OF EXHIBITS: Exhibits shall be constructed and arranged so that they do not obstruct the general view of any other exhibit. No side wall higher than 36 inches may extend more than four feet from the back wall. No display material exposing an unfinished surface to neighboring exhibits or aisles will be permitted. Exhibitors wishing to use other than standard booth equipment, signs, or materials that in any way conflict with regulations must submit two copies of a detailed sketch of the purposed layout at least 45 days prior to the exhibition and must receive written approval from exhibition management.

- 13. CARE OF EXHIBITS: Nothing shall be posted on, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the buildings or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Any property destroyed or damaged by an exhibitor must be replaced or restored to its original condition by the exhibitor or at the exhibitor's expense.
- 14. FIRE REGULATIONS: All fabrics and other materials used for decorative purposes must be flameproof. Each exhibitor must have a certificate showing that display material has been treated by a fireproofing compound approved by the appropriate city agency. All packing must be flameproof. Merchandise must not be packed in paper, straw, or excelsior. Any merchandise packed in inflammable material cannot be brought into the show. All electrical equipment must be UL approved and must be wired in accordance with the rules of the local Board of Fire Underwriters. All empty cartons and/or crates must be removed from the exhibit hall. Local fire department regulations relating to exhibits and supplied to each exhibitor will be strictly enforced and are part of the exhibit contract.
- **15. INSURANCE:** All exhibitors and their authorized decorators are strongly urged to obtain insurance coverage against damage or loss, and public liability insurance against injury to the person and property of others. Exhibit materials should be covered from the time they are shipped from the warehouse, through move-in, show dates, move-out, and until all materials have been received at the point of origin. Each exhibitor shall indemnify and hold harmless MBI and its authorized subcontractors for any liability that might ensue from any cause, including accidents or injuries to invitees, guests, exhibitors, their agents and employees, and including loss or damage to personal property.
- **16. LOSSES:** Management shall bear no responsibility for damage to exhibitor property or for lost shipments either arriving at or departing from the exhibition, nor for moving costs. Damage to such property is exhibitor's own responsibility. If an exhibit fails to arrive at the exhibition, exhibitor is nevertheless responsible for the exhibit space rental fee. Exhibitor is advised to insure against these risks.
- 17. SECURITY: Peripheral security guard service is provided by exhibit management. However, it is the responsibility of each exhibitor to protect display material from loss or damage. Please be certain that all small display and personal items are secure before leaving the display, even temporarily.
- 18. SAFETY: Shielding from chips, sparks, strong lights, moving machinery, smoke, or railings must be placed around or on any projection or other objects where attendees could injure themselves. Machinery, operating equipment, and other objects which might cause bodily hard must be adequately safeguarded. Exhibit management shall have sole judgment authority on the adequacy of safeguarding shields and barriers. No storing of inflammable material is allowed behind any back wall or between two
- 19. UNIONS AND CONTRACTORS: Exhibitors agree to abide by the rules and regulations concerning local unions having agreements with the exposition facility or with authorized service contractors employed by exhibit management. Only the official contractors designated by exhibit management will be permitted in exhibit areas, unless authorized by exhibit management.
- 20. REMOVAL OF EXHIBITS: All exhibits must remain fully intact until the exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the exhibition may result in a refusal by management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the exhibition premises by the time specified in the Exhibitors Manual. In the event any exhibitor fails to remove its exhibit in the allotted time, management reserves the right, at the exhibitor's expense, to remove and ship the exhibit through a carrier of management choosing or to place the exhibit in a storage warehouse of management choosing, or to make such other disposition of the property as it may deem desirable without any liability to MBI.
- 21. AMENDMENT TO RULES: Any matters not specifically covered by the preceding rules shall be subject solely to the discretion of show management. Management shall have full power in the matter of interpretation, amendment, and enforcement of all said rules and regulations, and any such interpretations and amendments when made and brought to the notice of exhibitor shall be and become part hereof as though duly incorporated herein and shall be subject to each and every one of the terms and conditions herein set forth.
- 22. COMPLIANCE: Exhibitor for itself and its employees, agents and representatives, agrees to abide by and comply with these rules and regulations, including any amendments that exhibit management may make from time to time. Exhibitors further assume all responsibility for compliance with all pertinent laws, ordinances, regulations, and codes of duly authorized local, state, and federal governing bodies concerning fire, safety, and health, as well as the rules and regulations of the operators of and/or owners of the property where the exhibition is held.