

Contract Terms and Conditions – NIRMA Conference/Vendor Exhibit

The Nuclear Information and Records Management Association, hereinafter referred to as “NIRMA,” will sponsor a Conference at the JW Marriott Las Vegas Resort & Spa, 221 N. Rampart Boulevard, Las Vegas, NV August 6 - 9, 2017. These Contract Terms and Conditions have been established for the mutual benefit and protection of the Exhibitors, attendees, and NIRMA with such additions or changes as may be made in the Exhibitor Updates, or other communications being an integral part of the contract to which the Exhibitor agrees.

- 1. ELIGIBLE EXHIBITS.** The Exposition is held to demonstrate products and services for information management in regulated industries. NIRMA shall determine the eligibility of any company, product, or service. NIRMA may refuse rental of exhibit space to any company whose display of goods or services is not compatible, in the sole opinion of NIRMA with the educational character and objectives of the Exposition. In the event this application is not accepted, any paid space rental fees or deposits will be returned.
- 2. STANDARD BOOTH EQUIPMENT.** The price of the exhibit space includes standard background drape, side drape, table & 2 chairs, electrical power (20 amp limit) suitable for a personal computer and identification sign in standard lettering indicating company name and booth number.
- 2 a) ENHANCED ELECTRICAL SERVICE.** Should you need enhanced electrical service (service beyond the basic 20 amps supplied in 2. above) you will need to contact the hotel directly to arrange for additional service connections before the move-in date.
- 3. SPACE RENTAL CHARGE.** The exhibit space rental charge is \$2,700.00 for a 10' x 10' booth.
- 4. CANCELLATION OF CONTRACT.** In the event an Exhibitor cancels their request for exhibit space, the rental fee paid will be refunded in full if the notice is received by NIRMA in writing prior to June 2, 2017. If an Exhibitor cancels their space between June 2 and July 21, 2017, NIRMA will be entitled to retain 30 percent of the Exhibitor's total contract obligation. No refunds will be made after July 21, 2017, and the Exhibitor is responsible for the total balance of the space rental charge as outlined in the payment schedule. In addition, the use of any complementary Exhibitor registrations shall be left to the discretion of NIRMA. NIRMA may terminate this contract immediately, withhold from the Exhibitor possession of the exhibit space and retain all space rental fees paid if, (a) the Exhibitor fails to pay all space rental charges by May 15, 2017, or (b) the Exhibitor fails to perform any material terms and conditions of the contract or refuses to abide by the Terms and Conditions.
- 5. FAILURE TO HOLD EXPOSITION.** In the event the show is canceled because of reasons beyond the control of NIRMA, space rental fees or deposits already made will be returned to Exhibitors on a pro rata basis after all related show expenses incurred by NIRMA through the date of the cancellation have been met plus an administrative fee and overhead charges. However, Exhibitors will not be reimbursed if the Exposition is canceled, postponed, curtailed or abandoned due to an act of war, insurrection, terrorism, radioactive contamination, seepage, pollution and contamination.
- 6. FORCE MAJEURE.** In the event the JW Marriott Las Vegas Resort & Spa or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as a result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, or acts of war, strike, lock-out, labor dispute, riot or any other cause or agency over which NIRMA has no control, or should NIRMA decide that because of any such cause it is necessary to cancel, postpone, or re-site the Exposition, or reduce the installation time, exhibit time, or move out time, NIRMA shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.
- 7. DEADLINES FOR EXHIBIT SPACE.** Assignment of exhibit space will be made on a first-come, first-served basis by the date the contract and deposit is received.
- 8. ALLOCATION OF SPACE.** Whenever possible, space assignments will be made in keeping with the preferences as to location by the Exhibitor. During the initial assignment, if two or more Exhibitors request the same location, the date of receipt of the contract and deposit will determine priority.
- 9. RELOCATION OF EXHIBITS.** NIRMA may alter the location of exhibit spaces, at its sole discretion, in the best interest of the Exposition.
- 10. SUBLETTING OF EXHIBIT SPACE.** Exhibitors **may not** assign, sublet or share their exhibit space with another business or firm unless approval has been obtained **in writing** from NIRMA. Exhibitors must show goods or services manufactured or dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such an article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.
- 11. LIABILITY.** Although guard service will be furnished for the Exposition, neither NIRMA, or the JW Marriott Las Vegas Resort & Spa can or will be responsible for damage to, loss, or theft of property belonging to or injury to any Exhibitor, his agent, employees, business invitees, visitors, or guests. Each Exhibitor is expected to carry his/her own appropriate insurance. The Exhibitor shall protect, save, and hold NIRMA and the JW Marriott Las Vegas Resort & Spa forever harmless for any damages or charges imposed for violations of any law or ordinances, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, except for any damages or charges directly caused by the negligence of any of the foregoing indemnified person or entities, as well as strictly comply with the applicable Terms and Conditions contained in the agreement between the JW Marriott Las Vegas Resort & Spa and NIRMA regarding the Exposition premises; and further, the Exhibitor shall at all times protect, indemnify, save, and hold harmless NIRMA and the JW Marriott Las Vegas Resort & Spa against and from any and all losses, costs (including attorney's fees), damage, liability, or expense arising from or out of or by reason of an accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees, which arises from or out of or by reason of said Exhibitor's occupancy and use of the exposition premises or a part thereof, except for those matters directly caused by the negligence of the foregoing indemnified persons or entities.
- 12. EXHIBITOR INSURANCE.** All property of the Exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Exhibit area. NIRMA and the JW Marriott Las Vegas Resort & Spa do not maintain insurance covering Exhibitors' property. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations and contractual liability coverage of at least \$500,000 for Personal Injury Liability, and \$500,000 for Property Damage Liability.

Exhibitor also shall carry Worker's Compensation insurance in full compliance with all federal and state laws and covering all of exhibitor's employees engaged in the performance of any work for exhibitor with the following coverage: \$100,000 for each accident for daily injury; \$100,000 for each employee for bodily injury by disease; with a \$500,000 policy limit for bodily injury by disease..

13. DISABILITY PROVISIONS. Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its Exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by that Act; and (iii) that it shall indemnify and hold NIRMA harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against NIRMA, its officers, directors, agents or employees on the basis of the Exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

14. DAMAGE TO PROPERTY. The Exhibitor is responsible for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Exhibitor's property. The Exhibitor may not mar, tack, make holes, apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.

15. UNION LABOR. Exhibitors shall be bound by all contracts in effect between service contractors, the JW Marriott Las Vegas Resort & Spa and labor organizations.

16. NON-OFFICIAL CONTRACTORS. Each Exhibitor may provide their own exhibit furnishings, and may specify their own independent contractor for the installation and dismantling of the exhibit. Exhibitors must notify NIRMA in writing by June 2, 2017 of their intent to use the services of contractors other than those selected by NIRMA for installation and dismantling. The Exhibitor is responsible for ensuring that any Exhibitor-appointed contractors supply NIRMA with a valid Certificate of Insurance, naming NIRMA as additional insured. Exhibitors assume full responsibility for their nonofficial contractors. Furthermore, non-official contractors must adhere to all of the rules and regulations set forth for the Exhibitors and those rules and regulations set forth by the JW Marriott Las Vegas Resort & Spa. **Exhibitors should make all arrangements through the selected service contractor since it is best if one company handles all freight.**

17. INSTALLATION AND DISMANTLING PERSONNEL. Exhibitors should only use the selected Exposition contractor, and if using other than NIRMA-appointed contractors must advise them to check with the Exhibitor Service Center upon their arrival. Copies of all job orders must be present at that time for NIRMA-appointed contractor's files to qualify their company's participation. Upon verification, official service badges allowing access to the Exhibit area during service hours only will be issued.

18. INSTALLATION. Any target move-in dates for Exhibit installation in the JW Marriott Las Vegas Resort & Spa depends on the location of the exhibit space. Target move-in dates are as published in this Terms and Conditions document. Installation of Exhibits begins at 12:00 PM, Monday, August 7, 2017. No Exhibits should arrive at the JW Marriott Las Vegas Resort & Spa earlier than this date. Exhibit displays must be in the process of being set up and crates removed from the hall by 4:00 PM on Monday, August 7, 2017. After that time, any unattended booths with no visible sign of installation will be set up at the discretion of NIRMA, and all expenses will be charged to the Exhibitor. NIRMA may reassign any unset exhibit space after 4:00 PM on Monday, August 7, 2017.

19. DELIVERY AND REMOVAL DURING SHOW. Under no circumstances will the delivery or removal of any portion of an Exhibit be permitted during the Exposition without written permission from NIRMA. All arrangements for delivery, during non-show hours, of supplies, such as flexible materials, cartons and products to be package must be made with NIRMA. No deliveries may be made during show hours.

20. REMOVAL OF HAND-CARRIED MATERIALS. Permission from the NIRMA Administrator or NIRMA Board Director will be required to remove any hand-carried materials from the exhibit floor. Portfolios, brief cases and packages will be subject to inspection by the security guards.

21. ADMITTANCE DURING NON-SHOW HOURS. Booth personnel will not be permitted to enter the Exhibit floor earlier than two hours before the scheduled opening time each day of showing, and will not be permitted to remain on the Exhibit floor for more than one hour after closing hour each evening with the exception of Tuesday, August 8, 2017. Exhibitors having special equipment or problems that required additional time should check with NIRMA on the previous day.

22. CONFLICTING EVENTS DURING SHOW HOURS. The Exhibitor shall not extend invitations, call meetings, hold hospitality events or otherwise encourage absence of visitors/attendees from the Exhibit hall and meeting rooms during the hours of the Conference sessions and Exhibition.

23. DISMANTLING. Exhibitor's displays shall not be dismantled or packed in preparation for removal prior to the official closing time of 6:00 PM, Tuesday, August 8, 2017. Every Exhibit must be fully staffed and operational during the entire Exposition. The dismantling of displays will take place starting at 6:00 PM, Tuesday, August 8, 2017 and must be completed by 9:00 PM, Tuesday, August 8, 2017. At that time, all Exhibitor displays or materials left in the booths without instructions will be packed and shipped at the discretion of NIRMA, and all charges will be applied to the Exhibitor.

24. BADGES. Badges will be required for entry into the Exhibit Hall at all times. Badges are not transferable and will be confiscated if worn by other than the person to whom issued. The clear view of the official NIRMA badge shall not be obstructed. Therefore, business cards or any other materials are not to be used in the NIRMA badge holders.

25. CHARACTER OF EXHIBITS: The general rule of the Exhibit floor is "be a good neighbor." No Exhibits will be permitted which interfere with the use of other Exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrator, are required to confine the activities within the Exhibitor's booth space. Apart from the specific display space for which an Exhibiting company has contracted with NIRMA, no part of the JW Marriott Las Vegas Resort & Spa and its grounds may be used by an organization other than NIRMA for display purposes of any kind or nature. Within the property, Exhibitor brand or company logos, signs, and trademark displays will be limited to the official Exhibit area only.

A. Soliciting. No Exhibitor may call or invite a visitor out of one Exhibit and into their own. Exhibitors must remain within their own Exhibit space in demonstrating products, distributing literature, product samples or other materials; other areas of the exhibit hall or the aisles may not be used for this purpose.

B. Attire. Representative should be conservatively attired to maintain the professional and business-like climate of the Exposition.

C. Sound. Video presentations relating to Exhibitor's equipment will be permitted, provided projection equipment and screen are located in the rear one-third of the booth, and all viewers stand or sit within the booth. Sound movies will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems will be permitted if tuned to a conversational level and is not objectionable to neighboring exhibitors.

D. Lighting. In the best interest of the Exposition, NIRMA reserves the right to restrict the use of glaring lights or objectionable light effects.

E. Booth Exteriors. The exterior of any display cabinet or structure facing a side aisle, or adjacent exhibitor's booth must be suitably decorated at the Exhibitor's expense.

F. Noise and Odors. In fairness to all Exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisy operating displays or exhibits producing objectionable odors be allowed.

26. MUSIC LICENSING. Exhibitor represents and warrants that it shall not violate copyright, trademark, or other intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license NIRMA may obtain or any other laws and restrictions with respect to the use or performance of music. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of Exhibitor under the copyright laws and present NIRMA with a copy of such license or grant no less than 30 days prior to the start of the exposition.

27. DISPLAY HEIGHT. Display material including show case displays or storage cabinets, electrical fixtures, wire, conduits, etc. must adhere to the J.W. Marriott Las Vegas Resort & Spa Guidelines.

28. SAFETY REGULATIONS. Fire regulations require that all display materials be fire resistant or treated with a flame retardant solution to meet requirements of the standard flame test as provided in the Las Vegas Municipal Code for fire prevention. Electrical signs and equipment must be wired to meet the specifications for Underwriters' Laboratories.

No storage of any kind is allowed behind the back drapes or in the Exhibit space. All cartons, crates, containers, and packaging materials will be stored at the exhibitor's expense. Up to one day's supply of operational materials may be stored within the Exhibit space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the Exposition is open. No obstruction such as chairs, tables, displays, or other materials will be allowed to protrude into the aisles. Each Exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention and public safety while participating in the Exposition. Compliance with such law is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor.

29. PHOTOGRAPHY AND SKETCHING. Cameras may be carried in the Exhibit area, but under no circumstances may photographs or drawings be made without expressed permission of the Exhibitor concerned in each case.

30. COMPLAINTS. Complaints of any violation of the Contract Terms and Conditions are to be made promptly to NIRMA, and Exhibitors and their personnel agree to abide by the decision of NIRMA.

31. AMENDMENT OF RULES. NIRMA reserves the right to make changes, amendments, and additions to these rules at any time and all changes, amendments, and additions so made shall be binding on the Exhibit with the provision that all Exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by NIRMA.

32. LAWS APPLICABLE. The contract shall be governed by the laws of the State of Nevada. Exhibitor agrees to abide by the rules and regulations of the JW Marriott Las Vegas Resort & Spa and the State of Nevada.