



## Application/Contract for Tabletop Exhibit Space

### Midwest Sign Show

September 26-27, 2019  
Marriott North, Cincinnati, Ohio

#### **CONVENTION CONTACT (receives all information – exhibitor manual, invoices, etc.)**

Convention Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

#### **COMPANY INFORMATION**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Toll Free \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Tabletop @ US \$725 each – MSA Members Qty. \_\_\_\_\_ x US \$725 = \$ \_\_\_\_\_

#### **Outside Truck Space (must have a tabletop)**

**MSA will not provide security for outside exhibits.**

OTS @ additional US \$200 per OTS Qty. \_\_\_\_\_ x US \$200 = \$ \_\_\_\_\_

#### **NON-MEMBER RATES**

Tabletop @ US \$1,075 each Qty. \_\_\_\_\_ x US \$1,075 = \$ \_\_\_\_\_

#### **TABLETOP SELECTION AND COST**

*Please review the MSA tabletop cancellation policy listed under item 1 on the reverse or 2<sup>nd</sup> page of this contract for exhibit space rules.*

**Tabletop includes 2 free tickets: Thursday Dinner & Drinks at the American Sign Museum, \$100 value.**

\_\_\_\_\_ Preferred Location(s): 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_ 4) \_\_\_\_\_

\$ \_\_\_\_\_ Sponsorship Amount \_\_\_\_\_ We would like 110 power at tabletop.

#### **PAYMENTS** Total due at reservation.

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Signature \_\_\_\_\_

Print Name: \_\_\_\_\_ Zip code card billed to \_\_\_\_\_ CSV \_\_\_\_\_

Companies you do not want to be near: \_\_\_\_\_

Company or product description: \_\_\_\_\_

Table price includes 10 badges for exhibiting company personnel. The total table cost is due upon reservation. No assignment is official until full payment is received. MSA members must be current in their dues payment at the time of exhibition or the non-member rate will be required. I understand the terms, conditions and rules for this exhibition as described in the MSA Official Regulations and Conditions (on reverse side of this application) and agree to comply. I also understand that any additional expense incurred due to my non-compliance with said regulations will be my own responsibility and obligation.

Submitted by (signature) \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

# OFFICIAL REGULATIONS AND CONDITIONS

1. **CONTRACT FOR SPACE.** By submitting an application for exhibit space, the applicant releases the Midwest Sign Association and its agents from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this exhibit; MSA determines the eligibility of any company or product for exhibit. An acceptance of an application does not imply endorsement by MSA of an applicant's products nor does MSA warrant, either expressly or by implication, the efficacy of the products displayed at the exhibit, nor does rejection imply lack of merit of product or manufacturer. This application for space (when endorsed by MSA with notice of space assignment) constitutes a contract for the right to use the space. No refund may be made for space that is unused during part of the exhibit. Should space remain unoccupied at the opening of the exhibit MSA may rent or use it without obligation or refund. **Cancellation of exhibit space:** Cancellations before April 26, 2019, will be assessed cancellation fees of 30% of the total space contracted. Cancellations between April 26, 2019, and May 27, 2019, will be assessed cancellation fees of 50% of the total space contracted. Cancellations on or after May 27, 2019, will be assessed cancellation fees of 100% of the total space contracted. All cancellations are based on the originally contracted space. **The exhibitor information brochure, the MSA Official Rules & Regulations stated in the Official Exhibitors' Contractor's Manual is a part of this agreement.**

2. **ARRANGEMENT OF EXHIBITS.** All booths may be utilized for display purposes as permitted in the Official Display Rules and Regulations. Limits may not be exceeded except if warranted by unusual or unalterable circumstances and if specifically approved by MSA in advance and in writing or as provided in the exhibitor information brochure. Each exhibit must be designed to face the aisle relating to the numbering of the booth. Exceptions to this will be allowed only where multiple booths are occupied permitting a walk-through arrangement. The space provided will be as shown on the floor plan insofar as possible, but MSA reserves the right to make changes at any time in the location, size and display limits of any booth if this is in the best overall interest of the exhibit. Exhibits may not project beyond the space allotted or interfere with traffic to exhibits of others. Aisles are under the control of MSA and may not be used for exhibits. (See Rules & Regulations).

3. **USE OF EXHIBIT SPACE.** No exhibitor may sublet, assign or apportion any part of the space allotted, or represent, advertise or distribute literature, souvenirs or samples for the product or services of any other firm or individual except as approved in writing by MSA. The purposes of the exhibit are to inform and educate regarding characteristics and uses of the products.

4. **RESTRICTIONS.** MSA reserves the right to restrict exhibits which, because of noise, method of operation, including product lighting levels, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the convention as a whole, it may forbid installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advance approval. In the event of such restrictions or evictions, MSA is not liable for any refund or rental or other expenses. Advertising, displays and demonstrations in the interest of business are not permitted except by firms that have rented space to exhibit and have cleared plans in advance.

5. **CONDUCT.** Exhibitors operating sound & motion picture equipment, record players, loudspeakers or any other noise-creating devices shall do so only at a level that will not interfere with other exhibitors or add unduly to general acoustic inconvenience, or MSA may require discontinuance of their use. Exhibitors that produce fumes from products on display must have appropriate ventilation so as not to interfere with other exhibitors or attendees. All demonstrations, interviews & other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the exhibit. No undignified manner of attracting attention will be permitted. The exhibitor agrees not to sponsor group functions, such as tours, film showings, speeches or other activities during exhibit hours or in conflict with any officially programmed convention event. Exhibitors shall be responsible for all

required licenses and permits and for any associated fees for any activities pertaining to their exhibit/display or social activities.

6. **SOUVENIRS & SAMPLES.** Distribution of souvenirs & samples in a dignified fashion is permitted by exhibitors in their booths only, provided there is no interference with other exhibits.

7. **CARE OF PREMISES.** No part of an exhibit & no signs or other materials may be pasted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. Damage from failure to observe this notice is payable by exhibitor.

8. **EXHIBITOR BADGES.** Booth personnel must register & wear MSA identification badges while on the exhibit floor.

9. **LIABILITY & INSURANCE.** MSA will employ reputable guards & will take reasonable precautions to safeguard exhibitors' property. However, MSA assumes no liability whatever for loss or damage, through any cause, of goods, exhibits or other materials owned, rented or leased by the exhibitor. If insurance is desired, each exhibitor is responsible for providing his own fire, workmen's compensation, public liability, theft & property damage insurance. The exhibitor shall indemnify MSA & the exhibit facility against & hold them harmless from any complaints, suits or liabilities resulting from negligence of the exhibitor in connection with the exhibitor's use of display space.

10. **INSTALLATION & REMOVAL.** Exhibit booths shall be set up according to the schedule set forth in exhibitor information brochure and the Official Exhibitors' Contractor's Manual. Booths shall remain intact until close of exhibit when dismantling may begin. No non-exhibitor solicitation will be allowed in the exhibit hall. Failure to comply with the Rules and Regulations will result in immediate expulsion from the hall. Exhibitor is responsible for the proper care, handling, security removal, & disposal of all hazardous materials entered upon the exhibit facility premises by the exhibitor as required by current Environmental Protection Agency or other applicable standards in effect at the time of occupancy. Upon request by MSA, the exhibitor shall provide proof of the method of transportation & disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the Premises will be paid by the exhibitor.

11. **STRIKES, FIRE & ACTS OF GOD.** MSA reserves the right to change the location of the convention in the event a strike, fire, war, government regulation, disaster, civil disorder, curtailment of transportation facilities, terrorism, threat of terrorism, or Act of God should render the hall in which the convention has been scheduled unusable.

12. **ASSIGNMENT OF SPACE.** To provide the most equitable assignment of exhibitor booths, only a signed contract for space and specified deposit received in the MSA office will be recognized as an official request. First assignments of booths will be made from all official requests received.

13. **OUTSIDE DISPLAYS.** Whenever possible, MSA schedules outside exhibit space for service trucks, cranes, aerial ladders, buckets, vehicles & other equipment as part of the convention exhibition. Any company using this type of exhibit space must purchase a regular exhibition hall booth at the applicable rates. This type of exhibit may be operated only during scheduled exhibit hours. Companies wishing to display these products in the exhibition hall must pay the full square footage rate.

14. **PREJUDICIAL CONDUCT.** No exhibitor shall set-up, conduct or participate in a separate sign show or sign exhibit on any site within city limits of the city in which the Association is holding its convention other than on the site selected by the Association without prior written approval; except that a member may show and exhibit its products & services in or on premises regularly used by the member. No member or group of members can sponsor or circulate in any manner any promotion or advertising program or campaign to compete with and/or conflict with the official convention.

15. **SERVICES & SHIPPING INSTRUCTIONS.** An Exhibitor Service Kit including all instructions will be provided to the exhibitor.

16. **SOCIAL FUNCTIONS/HOSPITALITY SUITES/PROFESSIONAL ACTIVITIES.** Companies not exhibiting will not be allowed to have product promotion, displays, demonstrations, social functions and/or hospitality suites. All meeting rooms & suites in the hotel will be reserved & MSA must be contacted for all suites and functions. All suites will be held for exhibitors until ninety days prior to the convention. After that, any remaining suites will be on a first come, first serve basis, with a written agreement that the suite will not be used for product promotion/display purposes. All social functions & hospitality parties must be held at times other than regularly scheduled Association meetings, exhibits, food functions, & other events.

17. **INTERPRETATION & ENFORCEMENT.** These regulations become a part of the contract between the exhibitor and MSA. MSA has full power of interpretation & enforcement of these rules. All matters in question not covered by these regulations are subject to the decision of MSA & all decisions so made shall be binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of MSA conduct themselves unethically, may be dismissed from the exhibit without refund or other appeal.

18. **GENERAL.** The above regulations are a part of the contract between the exhibitor and MSA. They have been formulated in the mutual interest of the Exhibitor and the Midwest Sign Association. MSA respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of the convention committee. The Association reserves the right to make any reasonable changes necessary to the best interests of the exhibition. The schedule of prices & rules shown in the exhibitor information brochure are hereby made a part of this contract.

**AMERICANS WITH DISABILITIES ACT:** Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless MSA and Facility against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act. 19. **SEVERABILITY:** If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.

**WAIVER:** Neither the waiver by MSA of a breach of or a default under any of the provisions of this Agreement, nor the failure of MSA, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

**Each tabletop display is limited to 7-foot height above the floor.**

**August 26, 2019 – first assignment of tabletop exhibit space numbers.**

(Revised August 6, 2018)