5. FIRE AND SAFETY REGULATIONS

The Exhibitor shall not handle any flammable materials, including but not limited to alcohol, begun products, or paints. All materials on exhibit shall be flameproof. If required by local fire and/or safety regulations, the Exhibitor shall not dismantle or otherwise interfere with the assigned space and lease same or any part thereof to such third party.

6. UNION LABOR

Any labor engaged by local ordinances, Exhibitor must comply with all labor regulations applicable to installation, dismantling, and use of the Exhibits.

7. EXHIBITOR CONDUCT

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Exhibit Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. All promotional pamphlets, brochures, or any advertising material must be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into Orlando World Center Marriott. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitors or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.

8. FILM, SOUND DEVICES, AND LIGHTING

If moving pictures, loudspeakers, or sound devices are used, the Exhibitor agrees to comply with union requirements for the operation of the equipment. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring Exhibitors. Operating equipment that emits excessive noise must be run intermittently for specific demonstrations only. Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

9. CONTRACTOR SERVICES AND INFORMATION

Where an Official Contractor has been designated to perform services for an Exhibitor—such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor, or any other service—no Exhibitor or representative shall contract for such services with other than the said Official Contractor unless permission has been secured in writing in advance from Exhibit Management. Exhibit Management assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

10. STORAGE

Exhibitor will not be permitted to store packing crates and boxes in the booth or the Orlando World Center Marriott during the Exhibition, but these, when properly marked, will be stored and returned to the booth by Security. All storage is free from the Exhibitor or Sponsor at its sole discretion. Exhibit Management shall use its best efforts to locate the booth in one of the locations designated by Exhibit Management elsewhere in this agreement. Notwithstanding the above, Exhibit Management reserves the right to change the location of the Exhibitors at any time if they determine that such action is in the best interest of the Exhibitors. Instances involving relocation of a booth due to unforeseen circumstances or acts of God shall be governed by the provision "Cancellation, Postponement, or Relocation of Exhibition," below. Exhibitor agrees that its exhibit shall be admitted to the Exhibition and shall remain from day to day solely on strict compliance with all the rules herein described. Exhibit Management reserves the right to refuse, or prohibit any exhibit or sponsorship in whole or in part, or any Exhibitor, or Sponsor at its sole discretion. Exhibit Management’s liability for rejection with cause shall be limited to a refund to the Exhibitor of the amount of rental received at the time of rejection. However, if an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

12. LIABILITY AND INSURANCE

All property of the Exhibitor remains under its care, custody and control in transit to and from the Orlando World Center Marriott, during installation and removal, and while it is within the confines of the Orlando World Center Marriott. Neither Exhibit Management, NAPCS, the owners or management of the Orlando World Center Marriott nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management or NAPCS, the owners or management of the Exhibit Hall. Neither Exhibit Management, NAPCS, the Orlando World Center Marriott owners or managers’ duties and responsibilities under this agreement. Exhibitor understands that any agreement of said evidence that Exhibit Management, NAPCS’s, or the Orlando World Center Marriott owners’ or managers’ representatives are not responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes. The Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management or NAPCS, the owners or management of the Exhibit Hall. All liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs, interest of these terms, conditions, rules, or violation of any ordinance or statute by Exhibitor or any of its employees or agents. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or solely from other causes that arise because of omission or commission on the part of its agents, employees, or independent contractors whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or solely from other causes that arise because of omission or commission on the part of its agents, employees, or independent contractors whether acting within or without the scope of their authority.

13. HOLD HARMLESS AND INDEMNIFICATION

This agreement shall not constitute nor be considered a partnership, joint venture, or agency relationship between Exhibit Management, NAPCS, Exhibitor, Orlando World Center Marriott, and their respective officers, directors, and employees. Each agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or solely from other causes that arise because of omission or commission on the part of its agents, employees, or independent contractors whether acting within or without the scope of their authority.

14. CANCELLATION, POSTPONEMENT OR RELOCATION OF EXHIBITION

In the event that any unforeseen occurrence, or acts of God, shall render the fulfillment of this agreement impossible, or such action on the part of the parties shall mutually amend or terminate the agreement at Exhibit Management’s discretion. In such circumstances, Exhibit Management’s sole liability shall be limited to a pro rata refund of all monies paid by Exhibitor. No monies will be returned should the dates or location of the Exhibition be changed by Exhibit Management, but Exhibitor will be afforded reasonable opportunity to relocate the Booth under these same terms and conditions. Exhibit Management shall not be financially liable in the event the Exhibition is interrupted, canceled, moved, or dates changed except as provided herein.

15. EXHIBITOR CANCELLATION

Cancellation of any portion of this Application/Contract by the Exhibitor will be accepted only at the discretion of Exhibit Management and then only upon the following refund: On or before February 15, 2020: 80% refund of deposit on cancel on booth space; After February 15 but no later than April 30, 2020: 50% refund of deposit on cancel on booth space; after April 30, 2020: no refund. Except as the Exhibitor’s rental obligation may be reduced as set forth in the preceding sentence, the Exhibitor is responsible for total booth rental payment. The Exhibitor shall not be entitled to any refund of cancellation by the Exhibitor including the failure of an Exhibit to arrive for any reason.

16. AGREEMENT OF RULES AND REGULATIONS

Exhibitor agrees to observe and abide by the Foregoing Rules and Regulations made by Exhibit Management from time to time for the efficient and safe operation of the Exhibition, including, but not limited to, those contained in this Contract. In the event the Exhibitor fails to comply with any of the terms, conditions, rules, or violation of any ordinance or statute by Exhibitor or any of its employees or agents. The Exhibitor agrees to indemnify, hold harmless and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or solely from other causes that arise because of omission or commission on the part of its agents, employees, or independent contractors whether acting within or without the scope of their authority.

The Exhibitor agrees to indemnify, hold harmless and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or solely from other causes that arise because of omission or commission on the part of its agents, employees, or independent contractors whether acting within or without the scope of their authority. The Exhibitor agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or solely from other causes that arise because of omission or commission on the part of its agents, employees, or independent contractors whether acting within or without the scope of their authority.

Note: If your booth is in an end-cap/peninsula configuration facing three aisles, please review the peninsula booth set-up regulations to ensure the understanding of set-up constraints. If not already on file, Exhibit Management is required to obtain a signed agreement and a booth design from your organization.