



NARI of Madison and Madison Area Builders Association
Build & Remodel Expo 2024
EXHIBITOR AGREEMENT
Marriott Madison West Conference Center--Middleton, WI

Objectives:

- To provide a unique forum to disseminate the newest ideas in the building, remodeling, rehabilitation & reconstruction industry through product and service displays, seminars and demonstrations.
- To provide an environment where contractors, suppliers and specialty contractors can initiate relationships to sell their services and/or products to the south-central Wisconsin public. **No selling will be allowed at the Remodeling Expo. (Any exchange of money between Exhibitors and attendees for products or services will be prohibited.)**
- Additionally, the programs and product displays cover all aspects of the building and remodeling industry.

Character of Exhibit: It is understood and agreed by each Exhibitor that the Build & Remodel Expo (hereinafter "EXPO") is sponsored and produced by the Madison Chapter of the National Association of Remodeling Industry and Madison Area Builders Association (hereinafter "NARI of Madison and MABA") for the purpose of promoting professionalism, education and ethics within the building and remodeling industry throughout our community. To this end, each Exhibitor agrees as follows:

- To exhibit only products or services of their own manufacture business concern, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the remodeling industry;
- To display such products or services in a manner that is intended to describe and depict the advantages of using such products or services;
- That because there is the possibility for many companies exhibiting similar or related products and services, NARI of Madison and MABA cannot guarantee that companies exhibiting similar products (including an exhibitor's competitor(s)) will not be located in a nearby or adjoining booth space; and
- That this Agreement is binding upon issuance of the confirmation and invoice.

NARI of Madison and MABA reserves the right:

- To prohibit any exhibit or part thereof which, in its sole opinion, violates the agreement described herein or is in any other way not suitable to and in keeping with the character and spirit of the EXPO;
- To close an exhibit which is found to be in violation of the agreement described herein during the course of the EXPO;
- To refuse to permit an Exhibitor who violates this agreement to exhibit in one or more future shows by reason thereof; and
- To change the floor plan (including, but not limited to, aisle spaces), without notice, in order to comply with fire safety and accessibility regulations or to provide, in their exclusive judgment, a safer, more satisfactory, attractive and successful EXPO.

NARI of Madison and MABA have absolute discretion to exercise these rights.

Payment of Space & Cancellation Policy

The Exhibitor specifically recognizes and acknowledges that NARI of Madison and MABA will be harmed if the Exhibitor cancels its exhibit space after it has been assigned and confirmed by NARI of Madison and MABA. Any prospective exhibitor leasing space who fails to make the payment required by this agreement or who cancels such space after November 1, 2023, shall forfeit all moneys paid and all rights in and to the use of the contracted exhibit space. NARI of Madison and MABA shall have the right to dispose of the released space in such a way as it may consider in its interests (including re-sale of such exhibit space without any liability on the part of NARI of Madison and MABA). The Exhibitor shall have no right to a listing in the Official Show Guide.

- Prior to November 1, 2023-Full refund less \$300.00 administrative charge will be allowed (plus non-member fees.)

- AFTER November 1, 2023--NO REFUNDS WHATSOEVER WILL BE ALLOWED. unless Expo is cancelled due to a pandemic as defined by the CDC and local government before event or approved by NARI and MABA Board of Directors prior to cancellation.
- Balance due upon receipt of invoice.
- ALL cancellations and/or requests for refunds must be made in writing to NARI of Madison.

Any Exhibitor who has not made full payment for its contracted Exhibit Space by December 25, 2023 may not be listed in the Official Show Guide.

Exhibit Regulations:

NOTE: In order to provide a well-balanced, well-regulated, attractive, and successful EXPO, no exceptions to the following will be permitted. NARI of Madison and MABA reserve the right to enforce strict compliance with these Rules and Regulations, including closing an exhibit found to be in violation of these regulations.

- An Exhibitor may use the full area of its booth up to the maximum height allowed by the conference center.
- Any portion of an Exhibitor's back wall that extends above 8' high or any portion of an Exhibitor's sidewall that exceeds 3' must be finished off facing the neighboring booth. Such areas facing an adjoining booth may not display any company name, logos, or any other advertising. NARI of Madison and MABA will install drapery material, in such areas where NARI of Madison and MABA, in its sole discretion, deems it necessary.
- Marriott will provide pipe and drape for the back walls (full height) and side walls (half size) for any in-line booths. Peninsula booths will only be provided with pipe and drape on the back wall. Island booths will not be provided with pipe and drape.
- Heavy or high equipment such as tractors, trucks, earth moving machinery, cement mixers, scaffolding, roof trusses, elevators, cars, etc., will be assigned locations providing the necessary height and floor load support for their presentation. If displaying special equipment, exhibitor must follow fire laws and may require special move-in, move-out dates/times.
- The use of loud speakers, operating machinery, or any other apparatus that is of sufficient volume to annoy neighboring Exhibitors will not be permitted. Exhibitors using audio systems and/or live entertainment must keep amplification at conversational level. Failure to do so will result in the immediate discontinuation of all amplification. The use of speakers will be permitted only if they are within the confines of the contracted space and are facing inward and not toward the aisles. Adequate sound insulation must be built around the speakers to assure non-interference with neighboring Exhibitors. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display. Light and Laser shows or demonstrations must not project beyond the exhibitor's booth. Stages, if used, must face the inside of the booth in order to prevent the audience from blocking the aisles. In any event, Exhibitors planning the aforementioned demonstrations should plan them in such a way that the attendees watching the demonstrations do not block the aisles.
- Marriott Madison West must approve all dispensing or serving beverages or food from a booth. Individually sealed candy is permitted.
- No popcorn machines or dispensing of popcorn is allowed.
- Hanging or attaching of signs or any other booth equipment, materials or lighting from any parts of the Conference Center is not allowed.
- Exhibitor will pay the costs of the services of any structural engineer required by NARI of Madison and MABA in connection with an Exhibitor's exhibit.
- The design of double deck booths must comply with all Conference Center safety regulations. Floor plans for all multi-level or covered exhibits must be submitted for approval to the Conference Center Management at least 60 days in advance of the EXPO.
- Smoke and/or fog-producing machines may not be used at any time.
- Live animals of any kind (except handicapped servicing animals) are not allowed on the EXPO exhibit floor.
- No luggage carts or wheeled carts of any kind will be allowed on the exhibit floor during EXPO hours.
- Helium Balloons on exhibits, during EXPO hours, must be approved by Madison Marriott West prior to the opening of the EXPO. Helium balloons may not be given out to attendees during the EXPO.
- All booths must be staffed during all EXPO hours.

Musical Entertainment: All live musical performances and all uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing the music so performed. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, or computer presentations with either featured or background music. Each Exhibitor who uses performances of live or recorded music agrees to indemnify and hold harmless NARI of Madison and MABA, and its officers, directors, employees, and agents from and against any and all claims, costs and expenses (including legal fees and expenses), demands, and liabilities of every kind with respect to breach of the representations and warranties contained in this paragraph.

Installation and Removal of Exhibits:

- Any space not occupied or any booth not completely set up one hour before the event begins will be forfeited by the Exhibitor and this space may be re-assigned or used by NARI of Madison and MABA as it sees fit, without refund, unless arrangements for delayed occupancy have been made in writing in advance. Complete details regarding the installation and removal of exhibits are included in the Exhibitor Move-In Packet.
- No exhibits may leave the building at any time after installation until final closing of the EXPO unless special permission is obtained, in writing, from NARI of Madison and MABA.
- No exhibits may be removed from the building until all bills accruing against the Exhibitor are fully paid or the creditor has approved credit. In case of attachments or other legal proceedings affecting the exhibit, the exhibit shall forthwith become the property of NARI of Madison and MABA.
- Tear down of an Exhibitor's booth prior to the time indicated in the Exhibitor Move-In Packet will result in delayed registration for next year's show by 90 days. Exhibitor agrees to indemnify and hold NARI of Madison and MABA harmless from any and all liability, claims, or expenses of any kind whatsoever, including NARI of Madison and MABA's legal fees and costs, arising out of or in connection with such claims. Tear down includes packing, disassembling or removing previously displayed items from your booth.
- A certificate of liability insurance must be on file with NARI of Madison prior to booth installation.

Contractor Services: Exhibitors will provide only the material and equipment that they own and intend to use in their exhibit space. All other items or show services are to be provided only by the Madison Marriott West or as set forth in the Exhibitor Move-In Packet. The Exhibitor Move-In Packet will be mailed to all fully paid Exhibitors. It contains forms for obtaining the necessary services from the Conference Center as well as instructions for the proper completion of those forms. Charges for service orders are set by and handled by Marriott Madison West. All services not ordered in advance must be procured through the Exhibitor Service Desk. Exceptions to the foregoing will be granted only in cases where NARI of Madison and MABA have received a request in writing from the Exhibitor on or before January 1, 2024. In order to be eligible for consideration as an exception, the Exhibitor must attach the following to its request.

- An original, valid certificate of insurance for itself and/or its Exhibitor Appointed Contractor in limits satisfactory to NARI of Madison and MABA and the Madison Marriott West Conference Center;
- A description of the work to be done and the personnel to be used;
- Evidence of any and all applicable business permits and/or licenses that may be required by the state, county or local authorities with respect to the work performed;
- The Request for Set-up by an Exhibitor Appointed Contractor Form from the Exhibitor Move-In Packet; and
- An original sample of the badge to be used by any Exhibitor Appointed Contractor (see below). An exception will be granted only if it will not interfere with or prejudice the orderly set-up, interim services, or dismantling of the exhibition. An exception will not be granted if it is inconsistent with the commitments and obligations assumed by NARI of Madison and MABA in any contract with the Marriott Madison West, or in its agreement with the lessor of the exhibit space. For services such as electrical, plumbing, telephone, custom cleaning, and material handling (including all movement of material and equipment), no exception will be made.

In order to facilitate the Exhibitor Appointed Contractor personnel's access to work on the floor of the Conference Center, NARI of Madison and MABA require that each company supply their own badges to their labor, supervisors and management. Exhibitors who are setting up their own booths must request exhibitor badges for their set-up personnel,

even if they will only be present during the set-up and/or tear-down period. Identification badges must be worn at all times on the convention premises. In its sole discretion, NARI of Madison and MABA reserve the right to terminate entry privileges of Exhibitor employees or their agents. To make it possible to set up the EXPO in the limited time available and to avoid confusion and congestion, NARI of Madison and MABA and Marriott Madison West must control all inbound and outbound traffic in loading and unloading areas, in the aisles, or in any other freight traffic patterns.

Subletting Space:

No Exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it, nor shall any Exhibitor exhibit therein, any other services, goods, apparatus, or material not manufactured, provided or distributed by the Exhibitor in the regular course of its business without written permission from NARI of Madison and MABA.

Catalogs Souvenirs, Solicitations, Etc.:

Soliciting, polling, interviewing, etc. in any part of Madison Marriott West or on the EXPO show floor is strictly prohibited, and any person so doing will be requested to leave the building. Circulars, catalogs, magazines, folders, and any other matter may be distributed only from within the Exhibitor's booth and must be related strictly to the products and/or services on display or directly available from the individual Exhibitor. Distribution from booth to booth or in the aisles is forbidden, and Exhibitors must confine their exhibit activities to the space they have contracted. Strolling entertainment or moving advertisements outside of exhibit space will be permitted by special contract only. No Exhibitor may place advertising flyers on vehicles in the Marriott parking lot. No Exhibitor may distribute free or discounted expo tickets at the EXPO.

Photography/Videotaping

Exterior and interior of exhibit, including personnel, may be photographed and/or videotaped by NARI of Madison or MABA and photos and videos may be used without further permission.

Fire Regulations:

- Each Exhibitor is expected to be knowledgeable of and adhere to all federal, state and municipal laws and regulations which are in effect at the time of the event while participating in the EXPO. NARI of Madison and MABA do not have any responsibility for Exhibitors' compliance with applicable laws. Compliance with applicable laws is mandatory and is the sole responsibility of the Exhibitor.
- Exhibitors must comply with the regulations of the Middleton, WI Fire Department, and all exhibits must pass Fire Department inspection. Each Exhibitor has the obligation to familiarize itself with the Middleton, WI Fire Department regulations. Any questions regarding specific problems should be referred to the Event Services Department of the Madison Marriott West. This will enable that department to solve any problems sufficiently in advance to be of the most assistance to any exhibitor before the opening of the EXPO.
- Use of Liquid Petroleum gases or open flames or storage or handling of flammable liquids, chemicals, or harmful hazardous substances is prohibited unless prior written approval is obtained from the Madison Marriott West and the Fire Marshal. Copies of any approvals obtained from the Fire Marshall must be provided to NARI of Madison and MABA and the Madison Marriott West prior to any use of the substances contemplated by this paragraph.
- Any vehicles on the show floor must adhere to the Motor Vehicle Exhibition guidelines of the City of Middleton and be inspected and approved prior to the EXPO opening.

Care of Building:

Installation of materials of any kind to the walls, ceiling, columns, floors or other common areas of the Madison Marriott West Conference Center, inside or outdoors is prohibited. Exhibitors may not mark, damage, or deface any part of the building or property belonging to the Madison Marriott West. Any such damage shall be the sole responsibility of the Exhibitor. Sand, gravel, topsoil or loose materials may not be brought into the building unless Exhibitor obtains prior written approval from the Madison Marriott West and provides a copy of such approval to NARI of Madison and MABA. Brick, stone or other similar materials may not be cut on the premises unless vacuum is used to prevent dust and debris

from entering air or remaining on floor. Exhibitors using pools, hot tubs, etc. must supply their own hoses and must use liners. A pump must be available in order to drain these displays in an emergency.

Liability:

Neither NARI of Madison, MABA, Madison Marriott West, members of the NARI of Madison and MABA Expo Committee, nor the officers, directors, employees, or agents of any of them shall have any liability for any personal injury to the Exhibitor or its officers, guests, agents, or employees, or to any other person in attendance at the Exposition; or for any damage to or loss of any property of the exhibitor or any of its officers agents, employees, invitees, or of any person in attendance at the EXPO; whether such injury, damage or loss is caused by action of the elements or by acts or omissions of any such parties, whether any such injury, damage, or loss occurs prior to, during, or after the EXPO, unless such injury, damage, or loss is the direct result of the gross negligence or willful act of one or more of such parties. The Exhibitor, on signing the Agreement, expressly releases such parties from, and agrees to indemnify them against, any and all claims for such injury, damage, or loss, and hereby waives same. NARI of Madison and MABA require each exhibitor to provide a certificate of liability insurance naming NARI of Madison, MABA and Marriott Madison West as additional insureds covering public liability and loss, including damage and theft, to protect against possible claims arising out of the operation of his or her exhibit.

Eventualities:

In the event that an event, including but not limited to, acts of God, acts, regulations, or orders of government authorities, fire, flood or explosion, war, disaster, civil disorder (including labor disputes or demonstrations of any kind), curtailment of transportation facilities, or other emergency makes it illegal, or otherwise impractical for NARI of Madison, MABA or Madison Marriott West to provide the facilities or services contracted herein, this Agreement shall terminate without further obligation on the part of any party hereto. In the event of postponement or disruption of the EXPO for any cause beyond the control of NARI of Madison and MABA, neither NARI of Madison and MABA nor Madison Marriott West shall have any obligation whatsoever to Exhibitors. Settlement by adjustment may be made to each Exhibitor on a pro rata basis (not to exceed 25 percent) for routine commitments that it has found necessary to make for initial organization work. Admission to the EXPO will be available to all registered EXPO attendees. NARI of Madison and MABA makes reasonable attempts to attract qualified attendees to its EXPO but does not guarantee specific volumes or levels of attendees. The Exhibitor hereby waives any and all claims against NARI of Madison and MABA for damages or compensation due to cancellation, postponement or disruption of the EXPO pursuant to this paragraph.

Amendments:

NARI of Madison and MABA's Executive Directors shall have full power in the interpretation and enforcement of all rules contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further rules and regulations as it shall consider necessary for the proper conduct of the EXPO, provided same do not materially alter or diminish the contractual rights of the Exhibitor.

Americans with Disabilities Act (ADA) Requirements:

Exhibitor agrees to comply with applicable ADA requirements and agrees to hold NARI of Madison and MABA harmless from and indemnify them against all claims that may be brought against Exhibitor because of the Exhibitor's noncompliance with ADA requirements. All Exhibitor personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact NARI of Madison and MABA as soon as possible.

Right of Entry and Inspection:

NARI of Madison and MABA or its designee shall retain the right and unfettered discretion at any time to enter the leased area occupied by Exhibitors and to inspect any material distributed or made available in the leased area.

Governing Law and Dispute Resolution:

This Agreement shall be construed and enforced according to the laws of the State of Wisconsin. The parties may attempt to mediate any dispute between them regarding this Agreement. But, any judicial proceedings between them relating to this Agreement shall be in the Circuit Court for Dane County, State of Wisconsin and the related appellate court with jurisdiction. Notwithstanding anything to the contrary herein, the Exhibitor agrees that this Agreement is

subject to the terms of a Lease Agreement between NARI of Madison and MABA and Marriott Madison West under which NARI of Madison and MABA have leased the premises of which the EXPO space herein let is a part. Exhibitor agrees to be bound by all of the terms and conditions thereof as to the use and enjoyment of the premises.

Costs of Enforcement and Interest on Amounts Due:

Exhibitor shall be responsible for all of NARI of Madison and MABA's costs to enforce any aspect of this Agreement relating to Exhibitor, including NARI of Madison and MABA's related attorneys' fees and costs. Exhibitor shall be obligated to pay for all such costs of enforcement provided that NARI of Madison and MABA obtains any relief, payment, judgment, or order against Exhibitor as sought by NARI of Madison and MABA whether it be obtained with or without need for legal proceedings. All amounts due but unpaid under this Agreement shall accrue at the annual rate of 1.5% per month commencing on the date payment was first due.