

**ADVANCE EXHIBIT SPACE APPLICATION & AGREEMENT**



**NSC Safety Congress & Expo**

**Date: September 19-21, 2022**

**Venue: San Diego Convention Center, San Diego, CA**

**EXHIBITOR INFORMATION** (List the name and the address for person to whom all show and logistical information should be sent.)

Company Name: \_\_\_\_\_  
 Logistics Contact: \_\_\_\_\_ Job Title: \_\_\_\_\_  
 Mailing Address (no P.O. Boxes): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP/County Code: \_\_\_\_\_  
 Country: \_\_\_\_\_ Phone: \_\_\_\_\_ Toll Free: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_ Website Address: http://www. \_\_\_\_\_

**Marketing Contact and Phone:** \_\_\_\_\_

Has your company exhibited at NSC Safety Congress & Expo under another name? Yes No If Yes, list name: \_\_\_\_\_

Member Number: \_\_\_\_\_ Not sure if your company is a member? Contact Customer Service at (800) 621-7619 or customerservice@nsc.org.

**Interested in becoming an NSC member? (NSC Member exhibiting companies receive exclusive opportunities) Yes No**

**If Yes, a sales representative will contact you to discuss special NSC membership rate of \$425.00 for U.S. and Canada and \$750.00 for International.**

**Interested in sponsorship/promotion opportunities.**

**BOOTH CHOICE** (Minimum booth size: 10' x 10' / 3m x 3m.)

**Advance Booth Rate for NSC Members** \_\_\_\_\_ ft. x \_\_\_\_\_ ft. = \_\_\_\_\_ total sq. ft. x \$26.50 per sq. ft. = \$ \_\_\_\_\_

**Advance Booth Rate for Non-NSC Members** \_\_\_\_\_ ft. x \_\_\_\_\_ ft. = \_\_\_\_\_ total sq. ft. x \$27.50 per sq. ft. = \$ \_\_\_\_\_

\_\_\_\_\_ Corner (s) x \$100 each (e.g., 20' x 20' = 2 corners; 20' x 30' or larger = 4 corners) = \$ \_\_\_\_\_

**Logo adjacent to Company Listing in the Final Show Program: \$200.00 =** \$ \_\_\_\_\_

**Logo adjacent to Online Company Profile: \$200.00 =** \$ \_\_\_\_\_

**Booth Rental Package: (Includes cost of 100 sq. ft. or 9 sq. meter booth space.) \$5,050.00 =** \$ \_\_\_\_\_

**TOTAL \$** \_\_\_\_\_

**Special Request\*\* (please check)** Corner Perimeter Wall Other: \_\_\_\_\_

1st Choice \_\_\_\_\_ 2nd Choice \_\_\_\_\_ 3rd Choice \_\_\_\_\_ 4th Choice \_\_\_\_\_

\* Indicating booth choice does not guarantee assignment of your request.

**METHOD OF PAYMENT**

	January 14, 2022	January 28, 2022 (Rate increase if payment not received by January 28, 2022)
<b>U.S / Canadian</b>		
<b>NSC Member Rate</b>	50% due	\$27.50
<b>Non-NSC Member Rate</b>	50% due	\$28.50

	January 14, 2022	January 28, 2022 (Rate increase if payment not received by January 28, 2022)
<b>International</b>		
<b>NSC Member Rate</b>	100% due	\$27.50
<b>Non-NSC Member Rate</b>	100% due	\$28.50

**Please note:** If the applicable payment is not received by January 28, 2022, NSC reserves the right to release booth space.

If full payment is not received by May 6, 2022, NSC will release booth space.

**Invoice full amount** \_\_\_\_\_

**Payment \$** \_\_\_\_\_ **Check #** \_\_\_\_\_ **Check Date** \_\_\_\_\_ **Credit Card** (In order to protect your credit card information, an invoice will be sent with instructions on how to submit payment.)

**AUTHORIZATION**

By signing below exhibitor acknowledges that exhibitor has read, understands and agree to the terms & conditions, rules & regulations and guidelines that govern the 2022 NSC Safety Congress & Expo under this Exhibit Space Application & Agreement. The Terms & Conditions of this agreement are available at congress.nsc.org/exhibit. This agreement will be effective when you sign below ("effective date"). By signing below, the individual represents that he/she is duly authorized to execute this binding contract on behalf of named exhibitor.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Accepted by NSC: \_\_\_\_\_ Date: \_\_\_\_\_

**Due to regulations, please check the box below and sign.**

I authorize the National Safety Council to send 2022 NSC Safety Congress & Expo- and Membership-related faxes and emails.

Authorized Signature: \_\_\_\_\_ Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

This Exhibit Space Application & Agreement, including documents explicitly referenced herein, contains the entire and only agreement between the parties hereto in respect to the subject matter hereof. No other representation not expressly set forth herein is binding upon either party. If Exhibitor violates the terms of this agreement, NSC may, at its sole discretion, close a display, refuse to provide Membership/Sponsorship benefits, terminate this agreement and withdraw its acceptance of the agreement, as well as refusing participation in future exhibitions. This agreement is not assignable by the Exhibitor/Sponsor, either in whole or in part.

<b>RETURN TO:</b>			
National Safety Council 1121 Spring Lake Drive Itasca, IL 60143-3201 ATTN: Dorothy Banks	<b>OR</b>	Fax to (630) 285-0798 Email to NSCExpo@nsc.org	Account ID _____ Sales Person _____ Source _____ 2022 Booth# _____ Size _____ Corner _____ Date Received _____ Date Assigned _____

**Return this completed Exhibit Space Application & Agreement. Please make a photocopy for your files.**

The 2022 NSC Safety Congress & Expo Website and Final Program provide vital exposure for Exhibitors. Completed forms must be received by July 8, 2022, to be included in the Final Program.

**If this form is not received by July 8, 2022, no description or product/service categories will be listed in the Final Program.**

Company Name: \_\_\_\_\_ Booth #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP/County Code: \_\_\_\_\_

Country: \_\_\_\_\_ Phone: \_\_\_\_\_ Toll Free: \_\_\_\_\_ Fax: \_\_\_\_\_

Website Address: \_\_\_\_\_

**Description of products/services to be exhibited at the 2022 NSC Safety Congress & Expo:**

(Please print or type a description of 30 words or less. No sales pitches. The Council retains the right to edit.)

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**Product/Service Categories**

Product/service categories will be displayed as part of your 2022 NSC Safety Congress & Expo Website listing and Final Program listing.

**Company Classification:**                      Manufacturer                      Distributor                      Other

**PLEASE CHECK ALL THAT APPLY. (MAXIMUM 10)**

**Administrative/Risk Management Services/Technology**

- Association
- Certification Programs
- Computer Software
- Consultants
- Education
- Employee Screening and Rehabilitation
- Health Testing
- SDS Management
- Publications
- Risk Management/Insurance
- Safety Incentives/Award Plans
- Training
- Wearable Technology

**Emergency Response**

- AED
- Confined Space
- Disaster Preparedness
- First Aid
- Homeland Security
- Misc. Emergency
- Planning
- Rescue Devices
- Thermal Imaging
- Tools

**Environmental Protection**

- Air/Water Treatment/Sampling
- Chemical Storage
- Cleanup
- Energy Conservation
- Global Warming Prevention
- Misc. Environmental
- Spill Control/Containment

**Ergonomics**

- Ergonomic Administrative Aids
- Industrial Ergonomics
- Office Ergonomics
- Personal Ergonomics

**Facility Design, Maintenance and Operation**

- Cleaning and Maintenance Materials and Devices
- Electrical Devices
- Floor Coatings
- Flooring/Mats
- Lighting Devices
- Misc. Facility Operations Equipment
- Shelter and Canopies
- Signs and Signals
- Stairs and Ladders

**Fall Protection**

- Chains, Ropes, Slings
- Harnesses/Lanyards
- Lifelines
- Misc. Fall Protection
- Safety Nets

**General Safety**

- Emergency Preparedness
- Ice Accident Prevention
- Marking Flags/Barricade Tape
- Off-the-Job Safety
- Safety Knives
- Slips, Trips and Falls
- Tools

**Hazard Control**

- Alarms and Accessories
- Fire Protection Equipment and Security
- Health Risk Controls
- Machine and Tool Guarding
- Materials Handling Equipment
- Motor Transportation and Traffic Control Devices
- Overhead Protection

**Home & Community**

- Home Safety Products/Services
- Community Safety Products/Services
- Misc. Home & Community

**Industrial Hygiene/Occupational Health**

- Asbestos and Dust Abatement
- Detectors and Monitors
- Hazardous Waste
- Indoor Air Quality
- Laboratory Products
- Other Instrumentation

**Personal Protection**

- Arm Protection
- Back Protection and Braces
- Eye Protection
- Face Protection
- Foot Protection
- General Body Protection
- Hand Protection – Gloves
- Hand Protection – Other
- Head Protection
- Hearing Protection
- Leg Protection
- Respiratory Protection
- Protective Fabrics
- High-Visibility Apparel
- Women Design

**Security**

- Communication
- Homeland Security
- Integrated Security Systems
- Building Management Systems
- Surveillance
- Threat Assessments
- Workplace Violence

**Transportation**

- Driver Training
- Equipment
- Fleet Management
- Recording/Reporting

### 1. Eligibility of Exhibitors

Eligibility is limited to companies that supply products and/or services specifically related to the safety, health and environmental industries. The Exhibitor agrees not to display products or literature it does not regularly sell or distribute, except as may be necessary to illustrate the applications of the products. The National Safety Council reserves the right to deny participation to any company whose business is determined, at the National Safety Council's sole discretion, to be inappropriate for the exhibition.

### 2. Payment Information

In order for U.S. and Canadian companies to secure the Advance Booth Rate, a 50% deposit of the Advance Booth Rate must be received by January 14, 2022. If the 50% deposit (100% payment for International companies except Canadian) of the Advance Booth Rate (NSC Members: \$26.50 per square foot; Non-NSC Members: \$27.50 per square foot) is not received by January 14, 2022; the Exhibitor will be charged the Standard Booth Rate (NSC Members: \$27.50 per square foot; Non-NSC Members: \$28.50 per square foot). If the 50% deposit (100% for International) is not received by January 28, 2022, NSC reserves the right to release reserved booth space.

All booths must be paid in full by May 6, 2022. All booths not paid in full May 6, 2022, will be released.

In order for International companies to secure the Advance Booth Rate, contracts must be received before December 18, 2020, and 100% payment of the Advance Booth Rate must be provided by January 14, 2022. If full payment of the Advance Booth Rate is not received by January 14, 2022, effective January 28, 2022, the booth will be released.

Credit cards are accepted for payment and processed upon receipt. Checks must be made out to the National Safety Council and payable through a U.S. bank. Final payment is due within 30 days of invoice date OR May 6, 2022, whichever comes sooner. If the National Safety Council does not receive the balance by May 6, 2022, or if the Exhibitor has delinquent accounts with the National Safety Council, the Council reserves the right to cancel this contract and release the booth space for resale purposes. All previously paid monies will be forfeited. Contracts received from companies that have any outstanding balances due the Council will not be processed without full payment of delinquent accounts.

### 3. Space Assignment

General Booth sales will begin on October 13, 2021. Exhibitors are assigned booth space on a first-come, first-served basis. The National Safety Council will make commercially reasonable efforts to assign Exhibitor the space requested by Exhibitor but cannot guarantee a particular location. National Safety Council reserves the right to move Exhibitor's exhibit space location based on the needs of the Event regardless of whether a location is already assigned.

NSC will establish exhibition hours and reserves the right to make any changes as it may deem appropriate in its sole and absolute discretion.

### 4. Expo Floor Plan

The Council reserves the right to rearrange the Expo Floor at any time. The Council also reserves the right to relocate Exhibitors should it become necessary for causes beyond the Council's control or advisable in the best judgment of the Council.

### 5. Installation, Dismantling and other Activities

Exhibitor's space/booth will be fully set up and prepared to exhibit during all hours of exhibition set by National Safety Council. Exhibitor may not dismantle their space/booth until the exhibition is closed to the public at the date and time so indicated by National Safety Council. Exhibitor agrees explicitly that, in the event that Exhibitor fails to install products and booth properties on time and in their assigned spaces, or if Exhibitor fails to make any payment on time, NATIONAL SAFETY COUNCIL has the right to take possession of Exhibitor's space and lease it to another organization (including a competitive organization).

The choice as to whether Exhibitor utilizes the services of a third party to help Exhibitor with various activities in connection with their space/booth, including assistance with setting up and/or removing shall be the Exhibitor's own decision and at its own risk. In no event shall National Safety Council be liable or responsible to Exhibitor in any way related to the actions or inactions of such third parties in their assistance of Exhibitor, including any negligence or other injuries (up to and including death) caused directly or indirectly by such parties.

### 6. Space Size

Minimum booth space size is 10' x 10' or 100 square feet (inline). Peninsula booth space consists of four 10' x 10' booth spaces in a 20' x 20' configuration with peninsula or Inline booths adjacent. Island booth space is subject to a minimum purchase of six 10' x 10' booth spaces in a 20' x 30' configuration. All definitions will appear in the 2022 Display Rules and Regulations.

### 7. Standard Booth Equipment

Inline booth space rental includes an 8' high draped backwall with 36" high draped side rails, a 7" x 44" ID sign with company name and booth number. Peninsula booth space rental includes: 8' x 20' high draped backwall and ID sign. All booth space rental includes booth vacuuming on Sunday night. However, all visqueen must be removed.

### 8. Display Regulations

**Inline:** Inline booths are most commonly 10' wide and 10' deep. No exhibit display products or signage may exceed 8' in overall height. The maximum height of 8' is permitted on the back 5' section and a maximum height of 4' is permitted on the front 5' section.

When three or more inline booths are used as a single exhibit space, the 4' height limitation is applied only to that portion of exhibit space which is within 10' of an adjoining booth. A Corner inline booth is exposed to an aisle on one side. The same rules for Inlines apply to Corner inline booths.

*No hanging signs allowed.*

**Peninsula:** Peninsula Booths are 20' wide by 20' deep and shares a common backwall with other booths (Peninsula or inlines). Exhibit fixtures, components, signage built from the ground up along with your product will be permitted at a maximum height of 16', without any backwall line of sight restrictions.

No signage is permitted on the backside of the backwall facing your neighbors. Backwalls must be finished or draped at the exhibitor's expense.

**Hanging Signs:** Hanging signs from the ceiling are permitted in Peninsula Booths that are 400 square feet and must be installed and dismantled by the Rigging Crew. The maximum hanging sign height allowed is 20' measured from the floor to the top of the sign.

Hanging Signs must be placed a minimum of 5' from adjacent booths. The entire sign must hang over your contracted booth space.

**Island:** An Island booth, defined as 20' wide x 30' deep or larger, is exposed to aisles on all four sides of the booth with no adjacent neighbors. Exhibit fixtures, components and signage will be permitted up to a maximum height of 20'.

Hanging signs from the ceiling are permitted and must be installed and dismantled by the Rigging Crew. The maximum hanging sign height allowed is 20' measured from the floor to the top of the sign. The entire sign must hang over your contracted booth space.

### 9. Cancellation of Expo

It is mutually agreed that this agreement shall terminate and Exhibitor shall waive any claim for damages or compensation against the Council, its officers, directors, agents or employees if—because of any cause(s) beyond the control of a party, such as but not limited to; an act of God; war; riot; civil strife; civil or public disorder; protests; act of terrorism, domestic or foreign; governmental rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party affected; pandemics, epidemics, local disease outbreaks, public health emergencies, government imposed quarantines, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases); low registration; curtailment of transportation facilities, or other similar occurrence beyond the control of the parties—the Event, or any part of the Event, is prevented from being held or is canceled by the National Safety Council or the space becomes unavailable. There shall be no further liability on the part of either party. National Safety Council, in its sole discretion, shall determine and refund to Exhibitor the proportionate share of the balance of the aggregate fees received that remains after deducting expenses incurred by National Safety Council and reasonable compensation to National Safety Council. In no case shall the amount of the refund to Exhibitor exceed the amount of the fee paid. National Safety Council reserves the right to cancel any portion of the exhibit/Event schedule as it deems necessary and appropriate. All changes and/or cancellations will be communicated in writing.

### 10. Terminations/Reductions

National Safety Council may take possession of Exhibitor's Event space and terminate Exhibitor's participation in the Event upon Exhibitor's failure to meet any obligations under the agreement, including, but not limited to, Exhibitor's failure to: (i) pay for the total fee or other related services prior to the Event, (ii) set up its exhibit prior to the start of the Event, (iii) maintain all exhibited products in good working order, or (iv) staff the space fully and in a timely manner.

All cancellations or reductions of space by Exhibitor must be submitted in writing to the National Safety Council on your company letterhead and are considered final. Notifications received by April 4, 2022, will be entitled to a refund minus a 25% fee of the unused booth space. Notifications received after April 4, 2022, will not be entitled to any refund and the Exhibitor shall remain liable for the total amount of the unused booth space. Exhibitor may be required to move locations if they request a reduction in space. Exhibitors who cancel their booth space or fail to occupy their assigned booth space by 4:30 p.m. on Sunday, September 18, 2022, will not be eligible to access the 2022 NSC Safety Congress & Expo Attendee List, entitled to any badges, or hold meeting space, regardless of whether full payment has been made. Monies cannot be carried over to the following year. Any cancellation without payment is liable for a 25% fee of unused booth space.

### 11. Policy on Selling

In order to stimulate interest in the safety, health and environmental industries, Exhibitors shall be permitted to take orders for the sale of their products or services at the Expo provided that the products/services are substantially related to the safety, health and environmental industries. The Exhibitor shall be solely responsible for any federal, state, or local taxes required to be collected or withheld if product is sold in San Diego, CA. NOTE: In case of questions, contact the California Department of Revenue for further information.

## 12. Rental, Sale, Subletting or Assignment of Exhibit

The space applied for is to be used solely for the Exhibitor whose name appears on the Agreement. Only the Exhibitor name which appears upon the face of the Agreement may be used to identify the leased booth space at the Expo and in all official Exhibitor listings. The Exhibitor will not assign, share, sublet or sublicense any part of the booth space. In the case of exhibiting companies that are affiliates and wish to share leased booth space, separate contracts must be submitted by each company, along with a letter explaining the relationship. Each request will be reviewed individually by the Council. The Council, its representatives, committees, agents and members shall not be liable for any damage arising in any manner, directly or indirectly, from such rejection.

Exhibitor will not rent, sell, assign, share, sublet or sublicense to a third party any of Exhibitor's booth space or Membership opportunities without the prior written consent of National Safety Council, which National Safety Council may grant or withhold at its sole discretion. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area in general and within Exhibitor's booth in particular. Third-party personnel may not tarry in Exhibitor's booth as Exhibitor's invited guests without National Safety Council's written consent, which National Safety Council may grant or withhold at its sole discretion. Should National Safety Council consent to third-party personnel, said personnel must wear the same logo-identified clothing as Exhibitor's personnel. Exhibitor is solely responsible for the actions of any third-party personnel brought into Exhibitor's booth.

## 13. Age Requirement

No one under the age of 16 will be permitted on the Expo Floor at any time regardless of affiliation or circumstances. Proof of age is required.

## 14. Use of Space

Exhibitor will observe all laws, policies, rules, regulations and directives from Convention Center or National Safety Council regarding noise levels, lights, entertainment, appropriate dress, and any other activities of personnel under Exhibitor's. Exhibitor agree to comply with all fire regulations and to keep aisles clear at all times including during Exhibitor's set up period. Music and other noises, lighting, and booth activities will not interfere with other exhibitors and may be prohibited, regulated or relocated. National Safety Council reserves its rights to enforce (on behalf of itself or hotel) any violation of these provisions or applicable laws.

Exhibitor and all personnel under Exhibitor's control will wear the official conference badge at all times.

The Exhibitor will not conduct any demonstrations, presentations, make solicitations, display materials, or conduct other activities outside Exhibitor's exhibit space. Exhibitor will not bring or distribute alcoholic beverages or other food and beverages in the exhibit hall or Exhibitor's booth area without first obtaining National Safety Council's prior written approval. National Safety Council may refuse permission to exhibit any products or services National Safety Council deems objectionable, unsuitable or inconsistent with the goals of the Event.

In the interest of the success of the entire 2022 NSC Safety Congress & Expo, the Exhibitor agrees not to extend invitations, hold meetings or otherwise encourage absence of attendees or exhibitors from the Expo Floor during the official Expo hours. The Exhibitor agrees not to hold any Competing Conference Activities in the Conference Area (defined below) during the period identified under "Dates" on the Exhibit Space Application & Agreement's header, unless granted prior written approval from National Safety Council. National Safety Council, in its sole discretion, may or may not approve these requests. Exhibitor agrees it will not contract directly with any Conference Venue (defined below) facility for any purpose. Social functions must be scheduled at a time or place where they will not interfere with any activities scheduled by National Safety Council or with the exhibition itself. Exhibitor assumes full and sole responsibility for property damage (including any loss of its equipment or proprietary information), personal injury or death to any party, by reason of occurrences at or related to any such functions conducted by it. Persons visiting, viewing or otherwise participating in Exhibitor's Event space are deemed the invitees or licensees of Exhibitor and are not the invitees or licensees of National Safety Council. National Safety Council reserves the right to approve any and all Exhibitor activities to which Event attendees are invited, including, but not limited to, distribution of promotional materials, signage, and private exhibitor functions. Show management retained by National Safety Council or Convention Center the right to deny and prohibit any such activity if show management deems it necessary. For the purpose of this agreement, the "Conference Venue" refers to the "Venue" as listed on the Exhibit Space Application & Agreement's header. "Competing Conference Activities" refer to any event, function, exhibition, training, seminar, conference, entertainment, focus group or other activity that, in the sole discretion of National Safety Council, competes with National Safety Council and/or the National Safety Council Event. The "Conference Area" is defined as a 50-mile radius around the Conference Venue.

The choice as to whether Exhibitor utilizes the services of a third party to help Exhibitor with various activities in connection with their space/booth, including assistance with setting up and/or removing shall be the Exhibitor's own decision and at its own risk. In no event shall National Safety Council be liable or responsible to Exhibitor in any way related to the actions or inactions of such third parties in their assistance of Exhibitor, including any negligence or other injuries (up to and including death) caused directly or indirectly by such parties.

## 15. Liability and Indemnification

Exhibitor agrees to defend, indemnify and hold harmless National Safety Council and its affiliates, subsidiaries, licensee, distributors, officers, agents, employees, members and successors and assigns, from and against any and all judgments, actions, fines, losses, claims or damages, expenses or liabilities, including reasonable attorneys' fees, arising out of: (i) Exhibitor's construction or maintenance of an exhibit including any condition, defective or otherwise, of any apparatus, equipment or fixtures furnished by the Exhibitor in connection with its exhibit; (ii) any act, omission, negligence or willful misconduct of Exhibitor or its agents, (iii) any actual or alleged claims that any laws, rules or regulations were violated or any person or property was damaged or injured (including, without limitation, death) at the Event or in connection with activities associated with the Event due to the actions of the Exhibitor or its agent, whether direct or indirect; (iv) any claim that the Exhibitor Marks (defined below) misappropriate, violate or infringe any third party rights, including, without limitation, patents, copyrights, trademarks, service marks, trade names or domain names; and/or (v) Exhibitor's breach or alleged breach of its agreements made hereunder, which indemnification obligations shall survive the expiration or termination of the Agreement. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Conference Venue (defined below), its owners or managers, which results from any act or omission of Exhibitor. The Exhibitor assumes the entire responsibility for and hereby agrees to protect, indemnify, defend and hold harmless the National Safety Council, Global Experience Specialists, Inc. and the San Diego Convention Center Corporation Inc., City of San Diego, San Diego Unified Port District, and the members, officers directors, agents and employees of each of these three are named as additional insured against all claims, charges, losses and damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by the Exhibitor, or their employees' or agents' installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the hotel or any part thereof. The Exhibitor expressly releases National Safety Council and all aforementioned individuals from any and all claims for such loss, damage or injury.

National Safety Council shall not be responsible for the security of Exhibitor's equipment or proprietary software or hardware information. This limitation of liability applies to equipment for use in the exhibit area, general session, conference sessions, and any other conference rooms or facilities. It is Exhibitor's responsibility to maintain proper insurance coverage for its property and liability. Further, in no event shall National Safety Council be liable to exhibitor for any special, indirect, reliance, incidental or consequential damages of any kind, lost or damaged data, lost profits or lost revenue, whether arising in contract, tort, (including negligence), or otherwise, even if National Safety Council has been notified of the possibility thereof. Under no circumstances will National Safety Council aggregate liability for all claims arising under or relating to this agreement, regardless of the forum and regardless of the weather any action or claim is based on contract, tort, or otherwise, exceed one thousand dollars (\$1,000). This limitation of liability is cumulative and not per incident.

## 16. Representations & Warranties/Observance of Laws

Exhibitor agrees to abide by and observe all laws, rules and regulations, industry guidelines and ordinances of any applicable government authority and all rules of the Event facility, including, without limitation, any contest, sweepstakes, lottery and gambling laws for any promotions or giveaways offered at the Exhibitor's Event booth. Each party represents, warrants and covenants that it is duly organized under applicable law and that it has the right and authority to enter into and perform its obligations under this Agreement and to grant the rights granted in this agreement. Exhibitor represents, warrants and covenants that any and all materials created by it or its agents, including, without limitation, the Exhibitor Marks, will not contain any "Offending Material", which is defined as: (1) material that defames National Safety Council or any of National Safety Council's affiliates or products or is such that might reasonably reflect negatively on any of the same; (2) material that defames other Event exhibitor(s), participant(s) or attendee(s) or any of above mentioned's affiliates or products or is such that might reasonably reflect negatively on any of the same (3) content that infringes, misappropriates or violates any intellectual property right or any other right of any third party, including, without limitation, copyright, patent, trademark, moral rights, rights of publicity and privacy, false light, defamation and all other rights; or (4) content that is intentionally misleading, false advertising, offensive to the reasonable person or illegal. Exhibitor represents, warrants and covenants that it will be fully responsible for acquiring, at its sole cost, all licenses, permits, authorizations and insurance that may be required in order to legally conduct its activities at the Event.

### **17. Insurance**

Each Exhibitor is required to carry, for its own protection and entirely at its expense, general liability insurance including: (1) premises/operations, (2) broad form contractual, and (3) personal injury. This general liability insurance shall include limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for personal injury, death or property damage. Exhibitor must have insurance policies covering exhibit materials and/or equipment, transportation of exhibit and said equipment from home base to the show, vice versa, as well as installation, removal, maintenance, occupancy or use of exhibit premises or a part thereof during the 2022 NSC Safety Congress & Expo. The Exhibitor acknowledges and agrees that its participation in the Exhibition is solely at the Exhibitor's own risk. Exhibitor using a third party contractor for the installation of their booth must make sure the third party contractor have insurance coverage before appointing them. Insurance obtained by the Exhibitor under this Agreement must be issued by an insurance company with an A.M. Best rating A- or higher and shall include coverage of the indemnification obligations of the Exhibitor under these rules and regulations, and shall name the National Safety Council, Global Experience Specialists, Inc. and the San Diego Convention Center Corporation, Inc. City of San Diego, San Diego, and the members, officers, directors, agents and employees of each of these three entities are named as additional insureds on the general liability policy with limits of liability of at least \$1,000,000 combined single limits including bodily injury, property damage, fire and theft. Each Exhibitor is required to carry workers compensation coverage protecting employees in accordance with the laws of the State of Florida. Each Exhibitor acknowledges that it is the Exhibitor's responsible for obtaining, for its protection and entirely at its own expense, such insurance. Neither the National Safety Council, Global Experience Specialists, Inc. nor the San Diego Convention Center Corporation, Inc. City of San Diego, nor the San Diego Unified Port District will insure Exhibitor's property or assume responsibility for any theft, damage, or loss by any cause of property of the Exhibitor, its agents or employees, nor for any injury that may occur to the Exhibitor, its agents or employees. EXHIBITOR SHALL SUPPLY THE NATIONAL SAFETY COUNCIL WITH CERTIFICATES OF INSURANCE AT LEAST 30 DAYS PRIOR TO ACCESS THE EXHIBITION PREMISES.

### **18. Venue and Jurisdiction for Disputes**

This Application shall be deemed to be executed in DuPage County, Illinois. This Application, and all matters arising out of or relating to the Application and/or any resulting contract, including compliance with the Rules & Regulations (except as expressly otherwise provided, such as Rules 5i, 10, 12, and 13 regarding compliance with the laws of the convention center locale) shall be governed by the laws of the State of Illinois (without regard to any applicable conflicts of law rules) and the federal laws of the United States. With respect to this Application & Agreement, and all matters arising out of or relating to this Application & Agreement, applicant consents to exclusive jurisdiction and venue in the state courts sitting in DuPage County, Illinois, and/or the federal courts for the Northern District of Illinois and hereby agrees that no action arising out of or relating to this Application and/or any resulting contract shall be filed in any court other than the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, or the United States District Court for the Northern District of Illinois. Applicant hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

### **19. Authority of Show Management**

The Council shall have full power in the matter of interpretation, amendment and enforcement of all said Rules & Regulations. The Council's interpretation and decision are final. Any amendments to the agreement with the Exhibitor must be done so in writing and signed by both parties to be binding. The National Safety Council is entitled to attorneys' fees and costs incurred from enforcing this agreement.

### **20. Severability**

If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict of any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

### **21. Waiver**

The failure of National Safety Council to enforce any provision of this agreement shall not constitute a waiver by National Safety Council of that or any other provision.

### **22. Notice**

All notices required to be given under this agreement, unless specifically stated to the contrary in this Terms & Conditions, shall be in writing and sent to National Safety Council at 1121 Spring Lake Drive, Itasca, Illinois 60143.

### **23. License**

Exhibitor hereby grants National Safety Council and its agents, a limited, non-transferable, royalty-free, fully-paid, worldwide, non-exclusive right and license to use the Exhibitor's names, logos, trademarks, service marks and designs (collectively, the "Exhibitor Marks") in connection with Exhibitor's sponsorship of the Event, materials related to it, as well as the advertisement and promotion thereof. National Safety Council recognizes and acknowledges that: (i) it will not challenge or contest the exclusive ownership of the Exhibitor Marks or aid or abet anyone else in doing so; (ii) the goodwill associated with National Safety Council's use of the Exhibitor Marks inure solely and exclusively to Exhibitor; and (iii) it will not acquire any rights to the Exhibitor Marks as a result of National Safety Council's use thereof, and that all such use by National Safety Council will inure to Exhibitor's benefit.

National Safety Council hereby grants Exhibitor a limited, non-transferable, royalty-free, fully-paid, worldwide, non-exclusive right and license to use the NSC Safety Congress & Expo (collectively, the "Marks"), as approved in writing by National Safety Council, solely in connection with Exhibitor's participation in the Event, materials related to it, as well as the advertisement and promotion thereof. Exhibitor recognizes and acknowledges that: (i) it will not challenge or contest the exclusive ownership of the NSC Safety Congress & Expo Marks by National Safety Council or aid or abet anyone else in doing so; (ii) the goodwill associated with Exhibitor's use of the NSC Safety Congress & Expo Marks inures solely and exclusively to National Safety Council; and (iii) it will not acquire any rights to the NSC Safety Congress & Expo Marks as a result of Exhibitor's use thereof, and that all such use by Exhibitor will inure to National Safety Council's benefit. The documents and other materials provided by National Safety Council at or in connection with the Event (collectively, the "Documents") are owned by National Safety Council and all right, title, and interest therein are the property of National Safety Council and are protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible. National Safety Council grants Exhibitor a limited non-exclusive, revocable, non-assignable, personal, and non-transferable license to use the Documents solely for Exhibitor internal business purposes.

EXHIBITOR ACKNOWLEDGES THAT ITS USE OF THE DOCUMENTS AND MATERIALS/DATA OBTAINED THEREFROM IS AT ITS OWN RISK. EXHIBITOR AGREES NATIONAL SAFETY COUNCIL WILL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING FROM OR RELATED TO EXHIBITOR'S USE OF THE DOCUMENTS AND MATERIALS/DATA OBTAINED THEREFROM AND THAT EXHIBITOR IS SOLELY LIABLE FOR ANY DAMAGES ARISING FROM USE OF THE DOCUMENTS OR MATERIALS/DATA THEREIN AND EXHIBITOR WILL INDEMNIFY AND HOLD NATIONAL SAFETY COUNCIL HARMLESS FROM ALL SUCH LIABILITY.

(c) All rights in and to the National Safety Council Marks not expressly granted to Exhibitor are hereby expressly reserved to National Safety Council, without restriction. All rights in and to the Exhibitor Marks not expressly granted to National Safety Council are hereby expressly reserved to Exhibitor without restriction. For clarity purposes, all rights in and to the Event, including, without limitation, the Event name shall be retained by National Safety Council.

### **24. Modification**

This agreement may be modified by mutual agreement. Any such modification of this agreement shall be stated in writing and shall be attached hereto and become part of this agreement.

### **25. Effective Date**

This agreement shall be effective upon receipt of a signed contract from the Exhibitor.

Agreed: By signing this agreement, the individual signing represents the Exhibitor and warrants that he or she has been authorized to execute this agreement on behalf of the named Exhibitor.

### **26. Relationship of the Parties**

Nothing contained in this Agreement will be construed to place the parties in the relationship of principal and agent, master and servant, employer and employee, partners, or joint ventures, and no party will, either expressly or by implication, represent itself as having any authority to make contracts in the name of or binding on any other party, or to obligate or bind any other party in any way. This agreement is not for the benefit of any third party and will not be deemed to give any right or remedy to any such party whether referred to in this agreement or not.

### **27. Independent Legal Advice**

Each party acknowledges that it has obtained or has been afforded the opportunity to obtain, independent legal advice with respect to this Agreement and that it understands the nature and consequences of this Agreement. No provision of this Agreement will be interpreted against the drafting party as a result of such drafting.

## 1. Expo Dates and Hours\*

Monday, September 19	9:30 a.m. - 4:00 p.m.
Tuesday, September 20	9:30 a.m. - 4:00 p.m.
Wednesday, September 21	9:30 a.m. - 1:00 p.m.

Exhibit personnel will be allowed on the Expo Floor at 8:00 a.m.

## 2. Installation of Exhibits/Move-In\*

Friday, September 16	8:00 a.m. - 6:00 p.m.
Saturday, September 17	8:00 a.m. - 6:00 p.m.
Sunday, September 18	8:00 a.m. - 4:30 p.m.

### No one under the age of 16 will be allowed on the floor during move-in or move-out.

Exhibitors and their approved contractors will be allowed on the Expo Floor during the above noted times. Electrical power and work level lighting will be on during setup hours. Air conditioning/heating will not be on during setup hours. Labor can be ordered on-site, although it is strongly suggested that this, along with furniture, carpet, etc., be ordered in advance to save time and money. Written requests to work hours other than those listed above must be received by the Council no later than August 24, 2022.

## 3. Dismantling of Exhibits/Move-Out\*

Wednesday, September 21	1:00 p.m. - 7:00 p.m.
Thursday, September 22	8:00 a.m. - 4:30 p.m.

**NOTE:** Crate return can take up to 8 hours. Each Exhibitor must make arrangements for removal of its material from the Convention Center in accordance with move-out procedures outlined in the Exhibitor Manual. Exhibitors that tear down before 1:00 p.m. on Wednesday, September 21, will be fined \$500.00 per 10' x 10' booth space. The fine must be paid before an application for space at the 2023 NSC Safety Congress & Expo will be accepted. All exhibit material must be packed and ready for shipment on September 22. The Exhibitor must directly arrange for material pickup with its carrier. All carriers must arrive at the Center no later than 12:00 p.m., Thursday, September 22.

**Any material not called for at said time and date will be shipped, at the Exhibitor's expense, by the best available carrier to the Exhibitor's address on file.**

\*Subject to change upon reasonable notification.

## 4. Design of Exhibits

- Exhibitors are required to provide professional-looking floor covering (carpet or mats) over the entire booth, and are responsible for the safe installation and maintenance of this floor covering throughout the Expo.
- All efforts to design the booth must be done in such a way as to not violate the rights of other Exhibitors and visitors and take current safety and health guidelines into consideration.
- Professionally drawn diagrams of any new booth construction must be submitted to the Council for review prior to actual construction to ensure that all guidelines have been met. Additional approval by the Convention Center is also recommended. All bunting, draperies or other fabrics must be fireproofed before entering into the decoration of any exhibit. Paper decorations are not permitted.
- If, upon inspection at Expo site, exposed crates, cartons, electrical wires, floor covering, etc., are found to detract from the appearance of the booth or overall safety of the Expo, the Council reserves the right to drape off, cover or remove the offending item(s). The Exhibitor shall pay all expenses that the Council may thereby incur.
- Adjoining aisles must remain clear to ensure proper traffic flow.

## 5. Operation of Exhibits

- Booths must be open to all registrants and manned during all Expo hours. Exhibitors may not limit admission to any special group or class.
- All contests, promotions, demonstrations and literature distribution must be confined to the Exhibitor's contracted booth space.
- Exhibits should include descriptive and educational brochures. Demonstrations are to be straightforward, professional and non-combative in nature. **Booth space must be planned to allow an adequate viewing area so aisle traffic is not obstructed.** Equipment for demonstrations must not pose a safety hazard. Activity and attire of models and demonstrators shall be consistent with the professional atmosphere of the Expo. Demonstrations, lectures or presentations must be conducted by full-time employees of the exhibiting company.
- It is the responsibility of the Exhibitor to receive prior approval from Show Management for any product demonstration or presentation that is not within standard industry procedures and/or may be questionable in nature.
- Audiovisual devices/effects and demonstrations will be permitted only in those locations and at such sound intensity as, in the opinion of Show Management, does not interfere with the activities of neighboring Exhibitors. Plans to use such devices or demonstrations must be presented to Show Management for approval by August 24, 2022.
- Spotlights and floodlights must be located in such a way as not to distract or annoy others. Flashing, revolving or rotating lights must be within the prescribed ceiling height of the booth space, and may only be turned on while being demonstrated.
- No helium balloons may be used as booth decoration or inflated to distribute to booth visitors.
- The Council reserves the right to discontinue objectionable presentations that violate laws or rights of other Exhibitors and that may disrupt the Expo until such time as a mutually agreeable presentation may be developed. The Exhibitor waives any rights or claims of damages arising out of enforcement of this rule.
- The San Diego Fire Department prohibits the storage of any material behind an exhibit and limits booth storage to only a one-day supply of promotional material. Boxes needed for repacking must be stickered as "Empty" and placed in aisles for storage during setup. All other cartons must be discarded. This is strictly enforced.

## 6. Program Listing

Only the Company name that appears on the Company Profile form will be used to identify booth space. Company and product information provided as part of the Company Profile will be included in the Congress & Expo website and Final Show Program. **Exhibitor information is listed in alphabetical order by company name in the 2022 NSC Safety Congress & Expo Final Program.** Products or services displayed by the Exhibitor may not be used in conjunction with or in place of the Exhibitor's legal company name. Product information can be outlined in the listing area provided for this information. Neither the Council, nor the Editor, nor Show Management, can be held responsible for errors or omissions that occur in the course of collection and/or printing of this information.

## 7. Sponsorships

A sponsorship program has been developed to help companies gain additional exposure at the Expo. These diverse and high-profile sponsorship opportunities are limited. Whenever possible, multiple sponsorships will be available for a given item. Exhibiting companies will be allowed to purchase multiple sponsorships.

## 8. Handout/Novelty Item and Food Distribution

Small token gifts that are worn, displayed and/or carried in the pocket such as pens, pencils, luggage tags, or pocket calendars may be distributed from the booth without prior approval from Show Management. It is the responsibility of the Exhibitor to receive prior approval from Show Management for any handout that may be questionable in nature. Distribution of refreshments or any other products for consumption is prohibited without the prior approval of Show Management and the San Diego Convention Center. No food or beverages will be permitted on the premises unless purchased through the Center's exclusive contractor.

## 9. Mechanical Recording

Exhibitor shall not photograph or video an exhibit or product of another exhibition unless such photography or videography is approved in writing by the other exhibitor or Show Management.

## 10. Compliance with Laws

Exhibitors shall comply with all laws and ordinances of the United States, the State of California and the City of San Diego, plus, whenever applicable, all rules and regulations of the local police and fire department along with policies and criteria established by the San Diego Convention Center.

## 11. Contractor Service

In July 2022, the Council will send a link to the online Exhibitor Manual to the company contact noted on the Exhibit Space Application & Contract. The Council will designate suppliers to provide various services to the Exhibitor. Such suppliers can provide all show services other than supervision, services provided by the general contractor, and the exclusive services of the Convention Center.

## 12. Union Information

### Decorators Union

Members of this union claim jurisdiction over all set up and dismantling of exhibits including signs and laying of carpet. This does not apply to the unpacking and placement of your merchandise. You may set up your exhibit display if one person can accomplish the task in less than one-half (1/2) hour without the use of tools. If your exhibit preparation, installation, or dismantling requires more than one-half (1/2) hour, you must use union personnel supplied by the Official Decorating Contractor. As an exhibitor, you will be pleased to know that when union labor is required, you may provide your company personnel to work along with a union installer in Southern California on a one-to-one basis.

### Teamster Union

Members of this union claim jurisdiction on the operation of all material handling equipment, all unloading and reloading, and handling of empty containers. An exhibitor may move materials that can be carried by hand, by one person in one trip, without the use of dollies, hand trucks, or other mechanical equipment.

### Electrical Union

Members of the IBEW claim jurisdiction for hard wiring ordered outlets to the line side of the exhibitors' equipment and wiring of caps over 120 volts, to the raw cord feeding exhibitors' equipment. All plugs over 120 volts will be plugged in by electrical union personnel. Exhibitors may plug in their own plugs of 120 volts to their ordered outlets.

## 13. No Smoking Policy

2022 NSC Safety Congress & Expo is a non-smoking event. Smoking is prohibited in the San Diego Convention Center.

## 14. Press Conferences

Press conferences by Exhibitors on the Expo Floor during Expo hours are prohibited. All press conferences must be coordinated with the Council's Communications Department.

## 15. Hotel Guidelines

- Suites are available at many of the Congress hotels. In keeping with the character of the Expo as a working convention, and so as not to interfere with attendance, **Exhibitors may not provide group entertainment in suites or other facilities during Expo Hours.** Only firms exhibiting in 2022 are entitled to suites in the Congress hotels. All requests must be processed through the exclusive housing provider, onPeak; Exhibitors are not permitted to contact Congress Hotels directly.
- Advertising in the hotels is not allowed unless written permission is granted by Show Management.

### 16. Meetings and Other Group Functions

- a. Only firms exhibiting in 2022 and using NSC's housing service are entitled to meeting space in the Congress hotels.
- b. Meeting space for events (meetings, receptions, etc.) is available at many Congress hotels during non-Expo hours only. An online link will be provided for exhibitors to request meeting space at a hotel. We encourage you to secure space before June 2022 to help ensure availability as it is first-come.

### 17. Endorsements

The Council does not approve, endorse or recommend the use of any specific commercial products or services. The Exhibitor may not, therefore, state or imply either verbally, or in printed literature, that his product or service is approved, endorsed or recommended by the Council.

### 18. Enforcement of Rules and Regulations

- a. Violations of the 2022 Terms & Conditions, Display Regulations and/or Rules & Regulations may result in the reduction of seniority rights (i.e. loss of priority points, rank) for space selection at the NSC 2023 Safety Congress & Expo.
- b. In addition, violations of these Terms & Conditions and/or Rules & Regulations by the Exhibitor, its employees or agents shall, at the sole option of the Council, entitle the Council to apply a penalty fine or terminate the Exhibitor's right to occupy space at the 2022 NSC Safety Congress & Expo. In the case of such termination, the Council may retain all monies paid or due by the Exhibitor. Upon evidence of violation, the Council may terminate the Contract, re-enter and take possession of the space, and may remove all persons and goods at the Exhibitor's risk. The Exhibitor shall pay all expenses and damages the Council may thereby incur.

### 19. General Information

All matters not covered by these Rules & Regulations are subject to the decision of the Council. These Rules & Regulations may be amended at any time by the Council and all amendments that may be made shall be equally binding on all parties affected by them as are the original Rules & Regulations. All portions of this contract are self-sustaining and capable of separate enforcement. In the event of any amendment or additions to these Rules & Regulations, written notice will be given by the Council to such Exhibitors as may be affected by them. The abbreviation "the Council" used in the Rules & Regulations shall mean National Safety Council, a federally chartered, nonprofit corporation, and, as the context may require, its directors, managers, officers, agents, or employees duly acting for the Council in the management of the NSC Safety Congress & Expo.

### 20. Privacy Statement, Canadian Anti-Spam Legislation and GDPR policy.

Please visit [nsc.org/privacy](https://nsc.org/privacy).