

# **FIRE-RESCUE EAST 2023**

## **EXHIBIT SPACE TERMS AND CONDITIONS**

These terms and conditions form an agreement by and among the Florida Fire Chief's Association, Inc. and its affiliates, including the Florida Fire Chiefs' Foundation, Inc. (collectively sometimes referred to herein as "management"), and the exhibitor identified on the exhibitor space application attached hereto (hereafter, "exhibitor").

**PAYMENT** - A deposit of \$300 or 25% of booth space fee, whichever is greater, must be received within 30 days of order. Final payment is due within 120 days of order or by September 30, 2022, or booth will be released.

**ELIGIBLE EXHIBITS** - The Florida Fire Chief's Association, Inc. (FFCA) management reserves the right to determine the eligibility of any company or product to exhibit in FRE and further reserves the right to reject any application and/or limit space assigned to any one company. Show management also has the right, and sole discretion, to stop exhibitor or any exhibiting companies from the showing of, or sales of, questionable products which would negatively impact the show or FFCA's reputation.

**LIMITATION OF EXHIBITS** - Management reserves the right to stop or remove from FRE any exhibitor, or his representative, performing an act or practice which in the opinion of management is objectionable or detracts from the dignity of FRE or is unethical to the business purpose of FRE. Management reserves the right to refuse admittance of exhibits or materials to FRE until all dues and fees owing are paid in full. No exhibitor shall hold any social event to which buyers are invited or entice buyers off FRE floor during official FRE hours.

**LIMITATION OF LIABILITY** - The exhibitor agrees to make no claim for any reason whatsoever against the FFCA or Florida Fire Chiefs' Foundation, Inc. (FFCF) and/or the city and/or state wherein the show is held, for loss, theft, damage or destruction of goods, nor for any injury to exhibitor, its employees, agents or invitees, whether such injury occurs while FRE is in progress, being set up or taken down. Exhibitor agrees that exhibitor's participation in FRE is at exhibitor's own risk, and that exhibitor should therefore take steps to safeguard exhibitor's products and display at all times. Exhibitor agrees to indemnify and hold harmless FFCA, FFCF and the city wherein FRE is held, and their employees (collectively, the "indemnified parties"), against any and all claims of any person, any losses, damages or expenses (including reasonable attorneys' fees) incurred by any of the indemnified parties arising out of exhibitor's participation in FRE, the acts, omissions or negligence of exhibitor, its agents or employees, or any breach by exhibitor of the terms and conditions set forth herein.

**CANCELLATION OR WITHDRAWAL** - Cancellation of space and refund is subject to the following conditions: exhibitors shall give written notice of cancellation. If written notice is received more than 90 days prior to FRE opening, total money paid, less a cancellation fee of 25% of the TOTAL BOOTH CONTRACTED or \$200 minimum will be refunded to exhibitor. **No refunds will be allowed for any cancellation less than 90 days prior to the opening of FRE.** Space that becomes available due to cancellation may only be reassigned by FFCA management. Space may not be sublet by cancelling company.

**EXHIBIT RESTRICTIONS** - No exhibitor or part of an exhibit will be admitted to any space until rental of that space has been paid in full. No exhibitor may dismantle their exhibit until after the closing hour of FRE. The exhibitor shall properly staff the exhibit during FRE hours. Exhibitors are liable for any damage caused to building walls, floors or columns or other exhibitors' property. Exhibitors for whom management makes exhibit space available are those who have products/services that are of interest and use to the fire and emergency service. The acceptance of an exhibiting firm does not constitute an endorsement or approval by FFCA or FFCF of the quality or value of claims made by the firm. If exhibitor's display is not set up by the time required by management space may be reallocated at management's discretion. Exhibitor presence in exhibit space is limited to the show hours. **No social events may be held in the exhibit hall by anyone without advance approval from FRE management.**

**BOUNDARIES** - All parts of all exhibits must be within exhibitor's assigned space boundaries. Aisle space is under the control of management. Standard booths are limited to 8-ft. background drapes and 33-inch high side drapes. Maximum height of standard exhibit is 8 ft. and may extend only one-half of the booth depth from the back wall. Height in the front half of the exhibit space cannot exceed 33" high, except for product height, which may exceed the 33" height limitation.

**GENERAL SHOW POLICIES** - Noisy or offensive exhibits are prohibited. Distribution of literature or samples must be related to exhibit and distribution limited to within exhibitor's space. **No food or beverages may be distributed from exhibitor's**

space without the approval of management. Assignment or subletting of assigned space by exhibitor is not permitted without approval of FFCA for any reason. Exhibitor must comply with all local laws, rules, regulations and ordinances in force. The exhibitor may not display signs that are not professionally prepared or in the opinion of the management detracts from the appearance of FRE in any manner whatsoever. Management shall have sole control over all admission policies at all times.

**TERMINATION OF SHOW** - If management determines that the premises where FRE is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, any other emergency, or any act or event not within the control of management, this agreement may be terminated by FFCA. In the event of such termination, the exhibitor waives and releases any and all claims for damages against FFCA or FFCF.

**RELOCATION OF EXHIBITS** - Management reserves the right to alter the official floor plan, and/or re-assign any exhibitor's location as deemed advisable. Management further reserves the right to make such charges, amendments and additions to these rules and such further regulations as it considers necessary for the good of FRE. Exhibitor shall be given reasonable notice of any changes in FRE rules, regulations and policies; provided however, management shall not be required to give advance notice of any changes to the rules and regulations necessitated by events or occurrences affecting the health, safety and welfare of management, exhibitors, their employees, agents, and invitees.

**SHOW SERVICES** - Booth decorations, furniture, signs, **wi-fi, internet** and electrical connections are available to the exhibitor through independent contractors who will bill the exhibitor direct. Exhibitor is solely responsible for all costs and fees payable to contractors utilized by exhibitor. Neither FFCA nor FFCF is responsible for any service provided by independent contractors. Management reserves the right to finish and decorate any unfinished partitions, walls or backs of signs that are visible to the public and to charge the cost to the exhibitor.

**COLLECTION POLICY** - The exhibitor agrees to pay any-and-all costs incurred by FFCA to collect all or any portion of fees and dues owing the FFCA which have not been paid in full prior to the opening of FRE or to collect any amounts which may be due and owing pursuant to the terms and conditions set forth herein.

**INSURANCE - PROOF OF LIABILITY INSURANCE CERTIFICATE MUST BE PROVIDED TO FFCA NO LATER THAN DECEMBER 1, 2022. CERTIFICATE HOLDER IS FFCA.** Exhibitor shall maintain adequate limits of insurance, as determined by management in its reasonable discretion, including without limitation general liability insurance and workers' compensation coverage for all employees and agents that may provide services to exhibitor during FRE.

**PHOTOGRAPHY** - All photographic rights for the FRE are reserved to management, and all photography within the exhibition shall be carried out by official photographers. Exhibitor agrees that Management may utilize all photographic images of the FRE, including images of exhibitor's booth, products, and employees, as management deems fit, and exhibitor hereby waives any claims related to publication of FRE photographs, including without limitation, claims related to infringement, publication of name or likeness, or invasion of privacy. In addition, exhibitor may not utilize any photographs of FRE without the prior written consent of management.

**FRE DIRECTORY/OFFICIAL LISTINGS** - Exhibitor agrees that under no circumstances shall FFCA or FFCF have any liability to exhibitor in the event of any errors or omissions in the FRE listings, official directory, or other marketing materials produced at FFCA's expense.

**PRIORITY POINTS** - Points are calculated on a fiscal year (October 1-September 30) and accumulate year-to-year. Points are not transferable. Points are awarded to FFCA Corporate Members only, points are forfeited if a membership lapses. Points are calculated at a rate of one point for each dollar spent on exhibit space, sponsorship of Florida Fire Chiefs' Association events, advertising in FFCA's publications, or Foundation events. Any outstanding balance must be paid before points are issued.

**SPACE SELECTION:** Priority points determine the order in which exhibiting companies select their exhibit space for the next year. Selections will begin with companies that have the highest number of points to the companies with the lowest number of points, and space will then be made available on a first-come, first-serve basis.