



**(For Office Use Only)**

Sq. ft. \_\_\_\_\_ Amt. Due \$ \_\_\_\_\_

Space Assigned \_\_\_\_\_

Deposit \$ \_\_\_\_\_ Date \_\_\_\_\_

Payment \$ \_\_\_\_\_ Date \_\_\_\_\_

Contract Responsibility \_\_\_\_\_

Number of Years NPCA Exhibitor \_\_\_\_\_



## CONTRACT AND APPLICATION FOR EXHIBIT SPACE

### The Kansas City Convention Center, Kansas City, MO • Mar. 3 – 5, 2022

**Instructions:** Complete all information in items 1, 3, 5, 6, 7, 8 and 9 below, sign and return it with your payment to National Precast Concrete Association (NPCA), 1320 City Center Dr. Suite 200, Carmel, IN 46032. Questions? Phone 800-366-7731. To fax information to the National Precast Concrete Association, dial (317) 571-0041.

1. This agreement dated \_\_\_\_\_ is entered into by and between the National Precast Concrete Association (hereinafter called "NPCA" or "The Precast Show Management") and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "Exhibitor" or "Exhibiting Firm"). For and in consideration of mutual covenants and agreements hereinafter mentioned to be kept and performed by the parties hereto, said parties agree as follows:

2. The Precast Show Management agrees to permit Exhibitor to use and occupy the space designated herein for the purpose of displaying at The Precast Show 2022 ("Show") to be held at the opening Mar. 3, 2022 continuing through Mar. 5, 2022. The Precast Show Rules and Regulations are attached hereto and incorporated as a part of this agreement.

3. **SPACE SELECTION.** Size of space requested \_\_\_\_\_ feet (width) by \_\_\_\_\_ feet (depth) at \$ \_\_\_\_\_ per sq. ft. (see #4) = \$ \_\_\_\_\_ total booth cost + \$ \_\_\_\_\_ corner booth (additional 15%) = \$ \_\_\_\_\_ grand total booth cost

4. **BOOTH RENTAL COST.** Member cost is \$34.00 per square foot. Nonmember cost is \$41.00 per square foot. Minimum of 100 square feet. Membership must be maintained effective as of March 3, 2022 to qualify for the discount. If dues are not current as of that date, discount will not apply. (Refer to item #1 on attached.)

**PLEASE ADD 15% TO BOOTH FEE FOR CORNER BOOTHS**

5. **SPACE PREFERENCES** (indicate booth numbers).  
 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_ 7. \_\_\_\_\_ 8. \_\_\_\_\_

6. **PRODUCTS AND/OR SERVICES.** For listing in the Show Guide (25 words or less). **PLEASE PRINT** (using upper and lower case)

\_\_\_\_\_

7. **SPECIAL REQUESTS.** (List exhibitors that you do not wish to be near or exhibitors that you want to be near. Does not apply to booths 20 x 20 or larger.) Near: \_\_\_\_\_  
 Not Near: \_\_\_\_\_

**NOTE: Please list the following information as you wish it to appear in the official listings, show guide, programs and booth sign. PLEASE PRINT**

8. **EXHIBITING FIRM** \_\_\_\_\_

Street Address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ Company E-mail \_\_\_\_\_

Official Show Guide Contact Name \_\_\_\_\_ Contact E-mail \_\_\_\_\_

Title \_\_\_\_\_ Web Site \_\_\_\_\_

Membership Affiliation	<input type="checkbox"/> NPCA	<input type="checkbox"/> PCI
Please check all that apply	<input type="checkbox"/> Nonmember	

**Signature X** \_\_\_\_\_ (Required) Initial bottom all additional pages. **Date** \_\_\_\_\_

By signing this contract, I grant National Precast Concrete Association permission contact me via email and to store all data supplied on this form in its database whereas all guidelines of the General Data Protection Regulation are met.

**METHOD OF PAYMENT.** For an application submitted before July 1, 2021, payment of 50% is due on July 1, 2021, and the balance is due no later than October 1, 2021. For an application submitted between July 1 and October 1, 2021, payment of 50% is due with the application and the balance is due no later than October 1, 2021. For an application submitted after October 1, 2021, payment of 100% must accompany the application. Timely payment is required in order to make and to maintain a reservation of a particular booth.

Check. All checks payable in U.S. Funds to NPCA.

Deposit Amount  50%  100%

Credit Card (please check):  MC  AMEX  VISA  DISCOVER

Charge credit card with additional 50% when due.

Credit Card # \_\_\_\_\_

Security # (back of card) \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name on card (please print) \_\_\_\_\_

Person responsible for show logistics (Required)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature **X** \_\_\_\_\_

3-9-2021

# The Precast Show Rules and Regulations

**1. Type of Exhibit.** Exhibits will be limited to the display and description of materials, equipment, or services used in the manufacture, marketing, sale or enhancement of manufactured concrete products. The Precast Show Management reserves the right, in its sole discretion, to decline, prohibit, or order alterations to any exhibit that does not meet with this classification. Exhibits are permitted only in the official exhibit area assigned to the Exhibiting Firm. The Exhibiting Firm may not display or advertise within its exhibit space equipment, products or services bearing the names or logos of any company, dealer, or distributor other, than that of the Exhibiting Firm; provided, however, that Exhibiting Firms are permitted to promote the dealers and distributors of their respective manufactured products so long as such promotion conforms to these Rules and Regulations. Exhibiting Firms shall not display or distribute any material containing negative remarks about competitors or comparison with other products, materials, or services.

**2. Staffing of Exhibit Space.** Booths should be staffed by qualified representatives to discuss the Exhibiting Firm's products or services in the area of concrete. Representatives of Exhibiting Firms should be in their booths no fewer than 15 minutes before the day's opening and remain in their booths throughout the official hours of the Exposition. Any models or demonstrators must be properly dressed in good taste at all times.

**3. Allocation of Space.** The Precast Show Management reserves the right to assign all exhibition space in its sole discretion, without limitation of such discretion. In the event two or more Exhibiting Firms desire the same space, the Exhibiting Firm with the higher "priority points" will generally receive first consideration during the initial booth placement process. In the event it becomes necessary prior to the Show to adjust the configuration of the exposition hall for any reason The Precast Show Management will notify each Exhibiting Firm and make every effort to accommodate each Exhibiting Firm in an equal or better booth location.

**4. Uses of Exhibit Space.** Each exhibit and all marketing activities shall be enclosed entirely within the floor space and height limits allocated and shall not interfere with the light, space, or view of any other exhibit. Demonstrations, presentations and sampling (hereafter "demonstrations") must be conducted far enough within the booth so that crowds that gather are contained within the limits of the booth. Spectators are not permitted to stand in the aisle to watch such demonstrations. If a demonstration results in spectators in the aisle or in neighboring booths, The Precast Show Management may require modification or elimination of the demonstration. Displays of any kind, including products, advertising or promotional signs or literature, will not be permitted in other exhibit spaces or public areas such as aisles, entranceways, lounges, approaches, corridors, hospitality rooms, restrooms, meeting rooms or other areas of the exposition hall or surrounding areas of the exposition hall or of the hotel property, including parking lots and other outdoor spaces. Marketing opportunities are available and must be approved by The Precast Show Management.

**5. Field Trips, Tours, Site Visits, Invitations.** Exhibiting/non-exhibiting firms, member companies of association show partners or other associations shall not host company specific sponsored and/or competing events during show hours or scheduled events open to all registrants - beginning 24 hours prior to official set-up of the show until 24 hours after the show closes. A limited number of non-competing

time slots are available; however, to qualify, exhibitors must first be a full sponsor of the show, companies must submit a request in writing no later than 10 working days prior to official opening and must be approved by Show Management. Company specific sponsored events which are not allowed include but are not limited to such functions as plant tours, job sites, film showings, speeches, social events, displays outside the show floor, education programs, sales meetings and other activities.

**6. Prizes And Giveaways; Novelties.** No raffles, drawings or prize giveaways will be permitted at the Exposition except by The Precast Show or its sponsoring associations. Novelty items may be distributed only from each Exhibiting Firm's booth. No balloons of any type or size will be permitted in the exhibit hall.

**7. Access To Show.** At all times (including the move-in and move-out periods), every person in the exhibit hall must wear the official The Precast Show badge. Exhibitor Representatives will be permitted to be in the hall no more than 60 minutes prior to the official opening and no more than 60 minutes after the official closing of the hall. Once any Exhibitor Representative leaves the hall after closing, he/she will not be permitted to re-enter. Only authorized personnel are allowed on the show floor during non-show hours. All other persons will be asked to leave.

**8. Exhibitor Entrance.** Exhibiting Firms must enter and exit through the designated entrances at all times.

**9. Set Up And Dismantling of Exhibits.** A move-in schedule will be decided and supplied by The Precast Show Management in its sole discretion, which shall provide for Exhibiting Firms to begin to move in no earlier than the designated date and time. Dismantling of exhibits must not begin before the official closing time on the final day of the Exposition,

**10. Installation and Dismantling.** Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. All exhibits must remain intact until the Event is officially closed. Any exhibitor found dismantling an exhibit prior to posted move-out time will be subject to 1. A written warning upon the first offense and 2. A loss of ALL priority points upon their second offense.

**11. Care of Show Facility.** Exhibiting Firms shall not deface, injure or make attachments to wall, ceiling, columns, floors, booth furnishings and property placed in the exhibit hall. Spray painting on the exhibition property is strictly prohibited. Each Exhibiting Firm shall be liable for any property damage caused by it in the operation of its exhibit.

**12. Limited Food Items.** Subject to the rules and regulations of the particular convention center in which the Show is being held, limited food items are allowed to be served in Exhibiting Firms' booths. Exhibiting Firms must work directly with the convention center's in-house catering company for pricing, ordering information and selection. Any cleaning charges assessed to The Precast Show Management because of food items being served in the exhibition hall will be billed back to the Exhibiting Firm. No food or beverages may be brought into the exhibition hall from an outside source or vendor.

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**13. Alcohol.** Serving alcohol is strictly prohibited in Exhibitors' booths.

**14. Sound and Light-Producing Devices.** The use of sound and light-producing devices, megaphones, loud speakers, aid show tactics or undignified methods of attracting attention are prohibited. Exhibiting Firms may use, within their booths, sound motion pictures, video equipment or slides that illustrate products, techniques, or applications if an appropriate volume is maintained. Films or videos of purely entertainment character, without educational or informative value, will not be permitted.

**15. Security – Limitation of Liability.** The Precast Show Management will provide perimeter guard service in the exhibit hall around the clock during the Exposition, including move-in and move-out days. However, each Exhibiting Firm will be responsible for the security and protection of its displays and other materials at all times. Each Exhibiting Firm is urged to take whatever precautions it feels necessary to protect valuable materials and equipment, including but not limited to providing special guards. Neither The Precast Show Management nor the Show's Sponsoring Organizations will be held responsible for, and each Exhibiting Firm agrees to make no claim against The Precast Show Management or the Sponsoring Organizations on account of, loss occasioned by fire, accident, theft, storm or damage from any cause beyond the control of NPCA and the Sponsoring Organizations, including any damage to the Exhibiting Firm's business as a result of the exhibit or as a result of its installation or removal, or for failure to hold the Exhibition as scheduled. The liability of NPCA and its Sponsoring Organizations for all claims, whether based in tort, contract, or any other theory of law, shall be limited to the coverage and limits of insurance carried by NPCA.

**16. Insurance.** Each Exhibiting Firm is required to have adequate insurance covering the transportation of its booth materials and/or equipment from its home base to The Precast Show, the display of the exhibit during the Exhibition, and the transportation of the booth materials and/or equipment to its home base. Each Exhibiting Firm must also have public liability and property damage insurance, including product liability coverage. The Exhibitor shall fully insure all of its equipment, supplies and other property against damage, loss and theft. The Exhibitor waives any claim and releases from liability NPCA, The Precast Show, and every other exhibitor for damage, loss or theft of any such property, regardless of cause.

**17. No Subletting.** No Exhibiting Firm shall assign sublet, or apportion the whole or part of its allotted exhibit space. The Precast Show Management recognizes that companies serve as representatives for different manufacturers. The Precast Show management approves manufacturing representatives under the following guidelines:

- Only one company per booth per show guide/website listing
- No individual signs of represented companies are allowed to hang from the ceilings

**18. Restrictions.** The Precast Show Management reserves the right to restrict or exclude exhibits that, in the reasonable judgment of The Precast Show Management, detract from or are out of keeping with the character of The Precast Show as a whole. Reasons for restriction or exclusion might include, but are not limited to noise, method of operation, type of product or creation of safety hazards. Only exhibiting companies of The Precast Show are allowed to solicit on the show floor.

**19. Non-Official Contractors.** Exhibiting Firms shall neither contract for nor use any services in connection with its exhibit space at the Exposition without prior approval of The Precast Show Management. No fewer than 60 days prior to the beginning of the Exposition, Exhibiting Firms shall furnish in writing to The Precast Show Management the names of any persons or entities (other than those officially designated as official contractors by The Precast Show Management) that the Exhibiting Firm proposes to utilize to perform any services at the Exposition. Non-official contractors must abide by all Rules and Regulations applicable to them.

**20. Compliance.** Each Exhibiting Firm agrees to comply with all federal, state and local laws and ordinances applicable to this agreement, including but not limited to all building, fire and life safety codes and mandates, these rules and regulations, and also with such rules and regulations as may be deemed necessary by the exposition facility and The Precast Show Management. For any persistent breach of this agreement or applicable rules and regulations after reasonable warning, The Precast Show Management may require the Exhibiting Firm and all of its personnel to remove themselves immediately from the premises for the remainder of The Precast Show 2022. In this event the Exhibiting Firm shall indemnify and hold The Precast Show Management harmless from all damages, expenses, losses and liabilities resulting from the Exhibiting Firm's culpable conduct and removal.

**21. AMERICANS WITH DISABILITIES ACT.** Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively "ADA"). Exhibitor shall indemnify, defend and hold harmless The Precast Show Management, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.

**22. Indemnification.** Each Exhibiting Firm agrees to indemnify, defend and hold harmless The Precast Show Management, its Sponsoring Organizations and all of their employees, directors, agents, volunteers, guests, invitees and attendees from and against any and all damages, losses, liabilities, judgments and expenses (including attorney fees and court costs) arising directly or indirectly from (i) any actions or failure to act by the Exhibiting Firm related to its participation in the Exposition, including but not limited to setting-up, exhibiting at the Exposition, and disassembling its exhibit; (ii) any violations by the Exhibiting Firm of any terms of these Rules and Regulations, or (iii) any action or actions required to be taken by The Precast Show Management to enforce the terms of these Rules and Regulations as against the Exhibiting Firm. The terms of this provision shall survive the termination or expiration of this agreement.

**23. Limitation of Liability.** In no event shall either party be liable for any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage.

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**24. Force Majeure.** Should any circumstance beyond the control of both parties, including by way of example and not by way of limitation, acts of God and nature, acts of terrorism, actions by governmental authority (whether valid or invalid), fires, explosions, riots, natural disasters, epidemics, disease, wars, sabotage, work stoppage or other labor problem, prevent The Precast Show Management from holding the Show as scheduled, The Precast Show Management shall be entitled to re-schedule or cancel the Show and terminate this Agreement without penalty, in which case Exhibitor shall be entitled to a pro-rated refund of such portion of its Exhibitor fee as remains following deduction by The Precast Show Management of the expenses incurred up to the time this Agreement is terminated.

**25. Cancellation of Exposition Space.** Cancellations (including but not limited to downsizing) by Exhibiting Firms must be submitted in writing and must be received by The Precast Show Management on or before the dates shown below to receive any refund. In the event of cancellation or downsizing (other than because of reconfiguration of the exhibit hall as described in paragraph 3 above or cancellation of The Precast Show as described in paragraph 24 above), the Exhibiting Firm will be charged a cancellation fee in the amount indicated below and thereupon will be refunded the amount previously paid after deduction of the cancellation fee. In the event of downsizing, there will be recalculation of booth fees and cancellation fees charged accordingly.:

<b>DATE OF CANCELLATION</b>	<b>CANCELLATION FEE</b>
On or before 7/1/21	50% of Space Fee
From 7/2/21 to 9/30/21	75% of Space Fee
After 10/1/21	100% of Space Fee ( <b>no refund</b> )

Cancellation fees will be imposed regardless of whether the exhibit space is resold. Failure to occupy an exhibit space does not relieve the Exhibiting Firm from its obligations pursuant to these Rules and Regulations. If any exhibit space is not occupied by the end of the first day of the Show, The Precast Show Management may possess such space for such purposes as it may see fit and may relet the space in its sole discretion. Requests for reductions in exhibit space will be treated as requests for cancellation of the space not used, and may be accepted or rejected by The Precast Show Management in its sole discretion. If a reduction of space is accepted by The Precast Show Management, the applicable cancellation fee indicated above shall be applied pro-rata to the fees related to the unused space.

**26. Exhibitor Handbook.** An exhibitor service manual covering services and prices for shipping, warehousing, setting up and dismantling, move-in and move-out days, exhibit display rules, and regulations will be sent to each exhibitor. Any additional rules & regulations will be furnished to each exhibiting firm by The Precast Show Management prior to the Show.

**27.** By signing this agreement, the Exhibiting Firm agrees to abide by all rules set forth in this contract and the Exhibitor Handbook.

**28. Definitions.** The following defined terms are used throughout these Rules and Regulations:

**Show:** The Precast Show to be held at The Kansas City Convention Center, Kansas City, MO, March 3 - 5, 2022.

**The Precast Show Management:** The National Precast Concrete Association Inc. manages and is responsible for The Precast Show.

**Sponsoring Organizations:** Precast/Prestressed Concrete Institute (PCI)

**Exhibiting Firm:** Any manufacturer, distributor, or other entity that has a contract signed by NPCA and fully paid for to attend and exhibit at The Precast Show. The term shall include all employees, agents, and other persons acting on behalf of the Exhibiting Firm at The Precast Show. **A Firm that has not paid in full its booth rental cost as of 8:00 a.m. Feb. 22, 2022, will not be an Exhibiting Firm and will not be permitted to move in.**

**Rules and Regulations:** These Rules and Regulations, together with the contract executed by each Exhibiting Firm with respect to its participation in the Show.

**29.** Registration and entry upon the premises of The Precast Show® constitute the registrant's acceptance of the following rules. Any breach of these rules will cause The Precast Show® to expel the individual from the premises and Exhibitor or attendee shall forfeit all fees paid.

1. Inebriation, excessive noise, or other disorderly or discourteous conduct will not be tolerated.
2. It is prohibited to solicit, display, promote, or advertise any service or product other than as permitted on the part of official exhibitors. This prohibition applies throughout the Kansas City Convention Center and everywhere within a ¼ - mile radius of the Kansas City Convention Center.
3. Photography and videography are prohibited.

**30. Authority and Interpretation.** These Rules and Regulations are part of the contract between the Exhibiting Firm and The Precast Show Management. The Precast Show Management shall have the authority to interpret and enforce these Rules and Regulations. All matters not covered by these Rules and Regulations are subject to the decision of The Precast Show Management in its sole discretion, and all decisions made by The Precast Show Management concerning these Rules and Regulations shall be as binding on all parties as the Rules and Regulations themselves. Any Exhibiting Firm that fails to comply with the requirements and obligations set out in these Rules and Regulations may be immediately excluded from The Precast Show without refund and, in the sole discretion of The Precast Show Management, from future expositions. Any claim, dispute or other controversy arising out of or in connection with this agreement or the breach thereof shall be concluded by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The locale of any arbitration shall be Indianapolis, Indiana. Except for litigation commenced for the purpose of executing the award rendered in such an arbitration, any litigation

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arising out of or in connection with this Agreement or the breach thereof shall take place only in the state or federal court with jurisdiction of Carmel, Indiana, to which court's personal jurisdiction the parties to this Agreement subject themselves for that purpose. This Agreement shall be governed by the law of Indiana.

**31. Variations.** All requests for variations in these Rules and Regulations must be received in writing by The Precast Show Management at least 60 days prior to the beginning of The Precast Show. Variations will not be permitted without the prior written approval of The Precast Show Management. Sketches and/or engineering drawings illustrating the variation request should accompany such requests when appropriate.

**32. CONTENT - Any virtual Show content will be recorded by The Precast Show Management and will be accessible to paid participants.**

By offering content in connection with the Show, including the use of Exhibitor's name and logo, Exhibitor automatically grants, and represents and warrants that Exhibitor has the right to grant to **The Precast Show Management** a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), assignable, fully-paid, royalty-free, and worldwide license to use, copy, modify, adapt, publish, make, sell, publicly display, create derivative works of or incorporate into other works all of such content (in whole or in part), including Exhibitor's name and logo; communicate to the public, distribute (through multiple tiers), perform or display all of such content (in whole or in part), including Exhibitor's name and logo, in any form, media, or technology now known or later developed; and to grant and authorize sublicenses of the foregoing through multiple tiers of sub-licensees, including the right to exercise the copyright, publicity, and any other rights over any of the materials contained in all of such content for any purpose, including without limitation (a) for purposes of advertising and publicity and (b) otherwise to generate revenue or other remuneration. **The Precast Show Management** shall not be limited in any way in the use, commercial or otherwise, of any of such content, and you hereby waive any moral rights (or "droit moral") in, or approval rights to, such content. **The Precast Show Management** reserves the express right to incorporate any such content into any further work, in any medium now or hereafter known, without prior consent or review, and without attribution or payment of any royalty or fee whatsoever.

**COPYRIGHTED WORKS** - Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless **The Precast Show Management**, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.

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