

# Noted: The Greeting Card Expo

*Brooklyn, NY*

## 2019 Prospectus **General Information & Exhibiting Details**

**May 18-20, 2019**  
**Brooklyn Expo Center**  
Brooklyn, NY



## EXHIBIT DATES AND HOURS

*Anticipated show hours are as follows:*

<b>Saturday, May 18, 2019</b>	<b>7:00 pm – 9:00 pm</b>
<b>Sunday, May 19, 2019</b>	<b>10:00 am – 5:00 pm</b>
<b>Monday, May 20, 2019</b>	<b>10:00 am – 5:00 pm</b>

No exhibitor, nor any employee, agent, or volunteer of an exhibitor shall be permitted to remain later than 30 minutes after the official closing hour, except on the last day of the exhibition.

## INSTALLATION OF EXHIBITS

### **Exhibit Installation:**

**Saturday, May 18, 2019 7:00 am – 4:00 pm**

A targeted move-in for exhibiting companies in larger spaces may become available on the afternoon of Friday, May 17. Please refer to Exhibitor Service Manual for details.

## DISMANTLING OF EXHIBITS

### **Exhibit Dismantling:**

**Monday, May 20, 2019 5:00 pm – 8:00 pm**

The Exhibitor will complete arrangements for prompt pick-up of all outbound shipments and remove the exhibit no later than 8:00 pm on Monday, May 20, 2019. All freight not called for within the designated move-out time may be shipped by a carrier selected by the Official Services Contractor.

All exhibits must remain intact and manned until the official closing of the Exhibition at 5:00 pm on Monday, May 20, 2019. The Exhibitor expressly agrees not to begin packing or dismantling until such time. An Exhibitor who violates the above agreement may be ineligible to participate in future events.

## EXHIBIT RATES AND PAYMENT

*GCA is pleased to offer the following rental options:*

### 6' x 3' Display Space

**\$1,995 for GCA Members**

**\$2,395 for non-GCA Members**

### 10' x 10' Inline Exhibit Space\*

**\$3,495 for GCA Members**

**\$4,195 for non-GCA Members**

### 10' x 20' Inline Exhibit Space

**\$7,995 for GCA members**

**\$9,595 for non-GCA members**

### 20' x 20' Exhibit Space

**\$17,000 for GCA Members**

**\$19,000 for non-GCA Members**

A deposit of 25% of total space rental cost is required with all applications submitted on or before October 1, 2018. For applications received after October 1, a deposit of 50% is required. The remaining balance is due no later than February 15, 2019. Applications received after February 15, 2019 must be accompanied by full payment. Applications are not guaranteed acceptance after May 3, 2019, or after the last available space is sold.

\*Exhibitors may request multiple contiguous inline exhibit spaces, up to a maximum of 400 square feet. Pricing defaults to the higher per foot cost (e.g., 10' x 30' would be \$39.97/ft for GCA members, and \$47.97 for non-members). A 10' x 40' would be the same cost as a 20' x 20'. Such multiple booth requests are subject to review and acceptance by show management.

All inline corner booths will be charged an additional \$250 per corner.

## EXHIBIT SPACE INCLUSIONS

**Space rental rates include assigned exhibit space, and the following furnishings and amenities. Lunch, water and soft drinks will be provided to all exhibitors on Sunday and Monday.**

### 6' x 3' Display Space

- 8' high white\* PVC side and back walls with customizable shelving (4 shelves per unit)
- 14" x 11" attached aisle sign
- waste basket
- basic pre-show cleaning
- basic overhead lighting
- electrical outlet
- one (1) LOUIE Awards ticket
- one (1) exhibitor badge
- one (1) chair or barstool

\*Color or graphic wall panels will be available as upgrade options

### 10' x 10' Inline Exhibit Space

- 8' high white\* PVC side and back walls with customizable shelving (6 shelves per unit)
- 14" x 11" attached aisle sign
- waste basket
- basic pre-show cleaning
- basic overhead lighting
- electrical outlet
- one (1) LOUIE Awards ticket
- two (2) Exhibitor badges
- (1) café or bar table
- (2) chairs or barstools

\*Color or graphic wall panels will be available as upgrade options

### 10' x 20' Inline Exhibit Space

Assigned as raw space, enabling exhibiting company the flexibility to create its own design. A complimentary table, two chairs and a wastebasket are available upon request.

- one (1) LOUIE Awards ticket
- three (3) Exhibitor badges

### 20' x 20' Exhibit Space

Assigned as raw space, enabling exhibiting company the flexibility to create its own design. A complimentary table, two chairs and a wastebasket are available upon request

- one (1) LOUIE Awards ticket
- four (4) Exhibitor badges

## BOOTH SPACE AND ASSIGNMENT

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With the approval of Show Management, 10' x 10' exhibit spaces may be combined, based upon the layout of the Exhibit Hall Floor Plan, up to a maximum contiguous size of 400 square feet. The maximum exhibit space for any exhibitor shall be 400 square feet, and no 20' x 20' exhibit space may be combined with any other space rental by the same exhibiting company.

Exhibit hall applications will be reviewed to ensure exhibitors meet the minimum requirements. After acceptance, exhibit space will be assigned based on documented preference, date of application, and show management discretion. Please refer to the "exhibiting organizations" and "assignment of exhibit space" sections located on page 11 for additional information regarding company eligibility and the curation of the show. First priority will be given to GCA Members who have submitted their application/contract and deposit on or before September 17, 2019. Any booths that are not paid in full by February 15, 2019 are subject to cancellation.

## CANCELLATION/REFUND POLICY

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Written notification must be sent to the GCA office (email, fax or postal) if an exhibitor wishes to reduce exhibit space or cancel in full after the application has been received and accepted. Please note that cancellation of exhibit space will result in the forfeiture of all of the package benefits. The following cancellation fees apply:

<b>Contract signature to December 31, 2018:</b>	<b>25% of total amount due</b>
<b>January 1, 2019 to March 14, 2019:</b>	<b>50% of total amount due</b>
<b>March 15, 2019 to Tradeshow start:</b>	<b>100% of total amount due</b>

After March 15, 2019, there will be no refunds, unless entire exhibit hall is sold out and the cancelled space is resold. If that occurs then the Exhibitor is subject to a refund less a \$250 processing fee.

## EXHIBITOR REPRESENTATIVES

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The Exhibition is limited to individuals, business firms, agencies, and dealers who have contracted and paid for exhibit space. Each exhibiting individual or company shall furnish show management with the names of its representatives. Exhibit personnel badges are not transferable and show management reserves the right to withdraw the use of any badge used to gain admission to the Exhibition by any person other than the one for whom it was issued.

Badges must be worn at all times by any person in the Exhibition Hall, during move-in, exhibit hours, and move-out. All temporary laborers must wear security badges. Employees of independent contractors must wear security badges at all times.

Exhibitors will receive complimentary Exhibit Hall badges based on the size of the exhibit space contracted. Additional Exhibitor Badges (over and above the complimentary allotment stated above) may be purchased for access to the Exhibit Hall at the time of Exhibitor Registration.

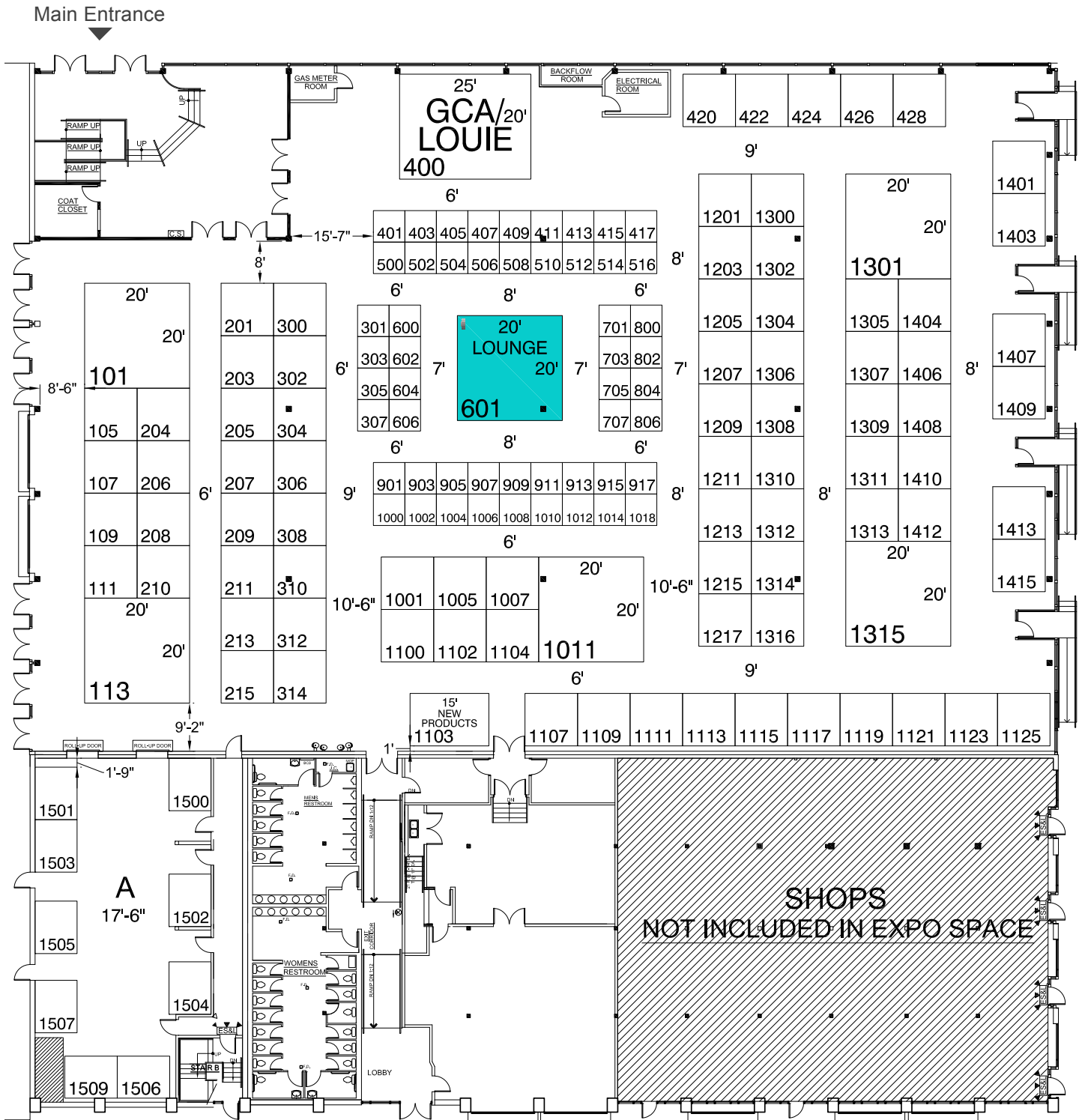
## EXHIBITOR SERVICE MANUAL

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Exhibitors will receive an online Exhibitor Service Manual containing detailed information regarding housing, registration, general services and facility services in December, 2018.

# INITIAL FLOOR PLAN (SUBJECT TO CHANGE)

Association reserves the right to determine all space assignments, and to make changes to the floor plan as it determines are in the best interest of the trade show.



## Noted: The Greeting Card Expo Exhibit Application and Contract

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Please read all terms and conditions as outlined in both the General Information and Exhibitor Rules & Regulations. Applications with appropriate form of payment may be submitted to GCA via post: 1120 20th Street NW, Suite 750, Washington, DC 20036, via email: [juana@greetingcard.org](mailto:juana@greetingcard.org) or via fax: 202.216.9646.

**Exhibiting Company Name:** \_\_\_\_\_

*Please submit company name exactly as you would like it to appear in all published materials related to the Expo.*

**Exhibitor Contact Name:** \_\_\_\_\_

*This person will receive all exhibiting materials related to Noted: The Greeting Card Expo.*

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

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

**City:** \_\_\_\_\_ **State/Province:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Main Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**E-mail (required):** \_\_\_\_\_ **Company Website:** \_\_\_\_\_

### Please check the appropriate box below:

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- My company is a GCA Member
- My company has recently applied for GCA Membership
- My company is interested in applying for GCA Membership
- My company is not a GCA Member

### Exhibit Space Selection and Cost:

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**6' x 3' Display Space:** (qty.) \_\_\_\_\_ \$1,995 (GCA Member) (qty.) \_\_\_\_\_ \$2,395 (Non-member)

**10' x 10' Exhibit Space:** (qty.) \_\_\_\_\_ \$3,495 (GCA Member) (qty.) \_\_\_\_\_ \$4,195 (Non-member)

**10' x 20' Exhibit Space:** (qty.) \_\_\_\_\_ \$7,995 (GCA Member) (qty.) \_\_\_\_\_ \$9,595 (Non-member)

**20' x 20' Exhibit Space:** \_\_\_\_\_ \$17,000 (GCA Member) \_\_\_\_\_ \$19,000 (Non-member)

Corner Premium at \$250 per corner: \$ \_\_\_\_\_

Will be invoiced if applicable once exhibit space has been assigned.

### Space # Preference:

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1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

Companies to which you prefer to be close: \_\_\_\_\_

Companies to which you prefer NOT to be close: \_\_\_\_\_

## Company Information:

Percentage of total company sales that are Greeting Cards: \_\_\_\_\_%

Seeking US Sales reps?  Yes  No

Seeking international distribution?  Yes  No

Interested in participating in Pitch to retailers and reps?  Yes  No

### What is the nature of your business?

- Publisher  
 Exporter  
 Manufacturers' Representative  
 Distributor  
 Other \_\_\_\_\_

I authorize GCA to mention my company name as an exhibiting participant during promotional campaigns for Noted: The Greeting Card Expo.

Yes  No

## Product Categories (Multiple selections permitted)

- Books/Publications  
 Boxed Cards  
 Calendars/Diaries/Journals  
 Custom Invitations  
 Desk Accessories  
 Envelopes  
 Fixturing  
 General/Lifestyle Gifts  
 Giftwrap, Bags, Bows  
 Greeting Cards

- Invitations/Announcements  
 Novelty Items  
 Party Supplies  
 Personalized Products  
 Stationery  
 Stickers  
 Wedding/Bridal Products  
 Writing Instruments  
 Other – Please Specify \_\_\_\_\_

**Cancellation Policy:** Written notification must be sent to the GCA office (email, fax or postal) if an exhibitor wishes to reduce exhibit space or cancel in full after the application has been received and accepted. Please note that cancellation of exhibit space will result in the forfeiture of all of the package benefits. The following cancellation fees apply:

Contract signature to December 31, 2018: 25% of total amount due

January 1, 2019 to March 14, 2019: 50% of total amount due

March 15, 2019 to Tradeshow start: 100% of total amount due

After March 15, 2019, there will be no refunds, unless entire exhibit hall is sold out and the cancelled space is resold. If that occurs then the Exhibitor is subject to a refund less a \$250 processing fee.

## Required Authorization:

The undersigned, hereafter called "Exhibitor", hereby applies for space in Noted: The Greeting Card Expo to be held at the Brooklyn Expo Center in Brooklyn, NY, from May 18-20, 2019. Exhibitor understands that this becomes a valid contract when accompanied by the proper payment, and Greeting Card Association (Association) accepts the application and confirms receipt of payment. Association reserves the right to determine eligibility of any applicant as an Exhibitor, or of any product proposed for exhibition. Exhibitor also understands that the assigned exhibit booth space will be charged at the rates indicated within. Exhibitor hereby acknowledges receipt of, and agrees to abide by, the Exhibitor Rules and Regulations as printed herein, in this 2019 Exhibitor Prospectus, which is considered a part of this contract by reference and fully incorporated herein, and to all conditions under which exhibit space at the Brooklyn Expo Center is leased to the Greeting Card Association (Association).

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Company: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR OFFICE USE ONLY

Accepted for the Greeting Card Association by: \_\_\_\_\_ Date: \_\_\_\_\_

Assigned Space(s): \_\_\_\_\_ Size: \_\_\_\_\_ Total Cost of Space: \_\_\_\_\_ Deposit Amt. Rec'd: \_\_\_\_\_

Date: \_\_\_\_\_ Method: \_\_\_\_\_ Balance Due: \_\_\_\_\_ Final Pmt Date Rec'd: \_\_\_\_\_ Method \_\_\_\_\_

## Payment Schedule and Method of Payment:

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A deposit of 25% of total space rental cost is required with all applications submitted on or before October 1, 2018. For applications received after October 1, a deposit of 50% is required. The remaining balance is due no later than February 15, 2019. Applications are not guaranteed acceptance after May 3, 2019. Please make checks payable to: Greeting Card Association OR GCA.

**Total Exhibit Space Rental Cost:** \$ \_\_\_\_\_

**Corner premium of \$250 per corner:** \$ \_\_\_\_\_

Please check payment method:    Check enclosed    Mastercard    VISA    American Express

Card #: \_\_\_\_\_

Full name on card: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVC Code : \_\_\_\_\_

Signature: \_\_\_\_\_



## Noted: The Greeting Card Expo Exhibit Rules and Regulations

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### ASSOCIATION

The word "Association" means The Greeting Card Association, acting through its officers, directors, members, committees, agents or employees. Association is the owner of Noted: The Greeting Card Expo, an industry trade show, which will be held annually at a specified exhibit facility. Association or its officers, directors, agents or representatives acting on its behalf, is responsible for the management of Noted: The Greeting Card Expo.

### EXHIBITING ORGANIZATIONS AND PERMISSABLE EXHIBITS

Noted: The Greeting Card Expo is designed for the greeting card industry professionals. It is also designed to address the needs of affiliated trade professionals, organizations, industries or companies that support the greeting card industry. Association reserves the right to determine eligibility of any applicant as an Exhibitor or of any product proposed for exhibition. The Association reserves the sole and absolute right to determine which companies and products are appropriate in its judgment for inclusion in the Exhibition and to refuse, cancel or restrict any applicant, Exhibitor or exhibit that the Association considers undesirable for any reason. This provision applies to Exhibitor's conduct, articles, printed matter, samples, questionnaires, celebrities or any other item that the Association deems objectionable or unacceptable. Association may, at its sole discretion, determine that certain organizations are ineligible to exhibit due to the objectionable nature of their products, services or special interests.

At the request of the Association, made at any time or times before or during the Exhibition, Exhibitor must promptly furnish the Association with sample products, packages, labels, advertising and or/literature that would be or is being distributed before Exhibitor will be eligible to participate or continue in the Exhibition. If the Association decides that any of these do not meet its standards or is not suitable, the Exhibitor must at once comply with the Association's demands or can withdraw, and if appropriate, receive back all or a portion of the initial space rental fee.

### COST AND CONTRACTING OF EXHIBIT SPACE

The cost of the exhibit space is noted on the Exhibiting Details and General Information section of the Prospectus. Cost includes space rental, and additional detailed furnishings and amenities per booth type, as outlined on the application/exhibitor contract. A deposit of 25% of total space rental cost is required with all applications submitted on or before October 1, 2018. For applications

received after October 1, a deposit of 50% is required. The remaining balance is due no later than February 15, 2019. Applications/contracts received after February 15, 2019 must be accompanied by full payment.

An Exhibitor may cancel or withdraw from the Show subject to the following conditions. If Exhibitor wishes to reduce exhibit space, or cancel in full after the application has been received and accepted by Association, written notification must be sent to the GCA office via email, fax or post. Please note that cancellation of exhibit space will result in the forfeiture of all of the package benefits. The following cancellation fees will apply. Contract signature to December 31, 2018: 25% of total amount due; January 1, 2019 to March 14, 2019: 50% of total amount due; March 15, 2019 to Tradeshow start: 100% of total amount due. After March 15, 2019, there will be no refunds, unless entire exhibit hall is sold out and the cancelled space is resold. If that occurs, then Exhibitor is subject to a refund less a \$250 processing fee.

Association reserves the right to reassign cancelled booths. Downsizing of exhibit space is treated as a cancellation, unless requested by and agreed upon for mutually beneficial situations by the Association.

### ACCESSIBILITY

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 GCA, 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 break of the provision or non-compliance with any provision of the ADA.

### ADVERTISEMENTS OF EXHIBITION

When referring to this exhibition in any printed (digital or hard copy) context, such as advertising or direct mail promotions, the Exhibitor shall specify the event name as Noted: The Greeting Card Expo.

### ALCOHOLIC BEVERAGES AND SMOKING

Exhibitors will not be permitted to sell, serve or give away alcoholic beverages in the Exhibit Facility without the express written approval of the Association. Smoking will not be allowed in the Exhibit Facility except in clearly marked, designated areas.

## ASSIGNMENT OF EXHIBIT SPACE

Noted: The Greeting Card Expo is a curated show. Exhibit applications will be considered on a first come, first served basis. Due to the number of companies exhibiting similar product lines, Association cannot guarantee that a company exhibiting similar products will not be located in a nearby or adjoining booth. Show Management will attempt to accommodate requests on placement, but reserves the right to make the final determinations of all space in the best interest of the overall trade show. Association's Exhibit space assignments are binding to all Exhibitors. Association determines all final Exhibit space and reserves the right to change the location of the assigned space at any time, if Association determines that re-assignment is in the best interest of the trade show. Exhibitor will be notified of any re-assignment of the Exhibit space once Association has finalized all Exhibit space assignments.

## EXHIBIT SPACE CONSTRUCTION AND ARRANGEMENT

All exhibits must be confined to the spatial limits of their respective spaces on the floor plan. Exhibits shall be designed and installed so that they will, in no case, project beyond the space allotted. Floor coverings, if desired, must be confined to the exhibit space and not project into the aisle. Exhibits shall not obstruct the light, view, or space of others. Exhibitor shall be responsible for any damage to property. No portion of the exhibit or its related parts, contents or signage may be suspended from the ceiling of the exhibition hall or affixed to walls or pillars of the exhibit hall.

**Designer Kiosk Construction** – Back wall of the unit is 8 feet high, side wall dividers are also 8 feet high, and approximately 18 inches deep.

**Inline Booth Construction** – Back wall of booth is 8 feet high, side wall dividers are 8 feet high, and 3 feet deep. Materials placed more than 5 feet from the back of the wall may be no higher than 4 feet from the floor if it is part of the construction of the booth. This does not apply to free-standing pieces of equipment in the exhibit.

**Perimeter Booth Construction** – Back wall of booth is 8 feet high, side wall dividers are 8 feet high, and 3 feet deep. Materials placed more than 5 feet from the back of the wall may be no higher than 4 feet from the floor if it is part of the construction of the booth. This does not apply to free-standing pieces of equipment in the exhibit.

**Island Booth Construction** – Freeform island exhibits may extend to all outer edges of the space, but the design of the booth must allow for a 50% see-through factor on each side. Maximum height of island displays and structures is 12 feet. Island exhibits must be accessible from all four sides. Cubic content of island booths must be approved by the Association.

**Peninsula Booth Construction** – Back wall of booth is 8 feet high. Maximum height of peninsula displays is 12 feet. Design of the booth must allow for a 50% see-through factor on each side. Peninsula exhibits must be accessible from all three sides. Cubic content of island booths must be approved by the Association.

## CANVASSING AND OTHER ACTIVITIES

No person, firm, or organization not having contracted with the Association for the occupancy of space in the Exhibition will be permitted to display or demonstrate its products, processes or services, or distribute promotional materials in or on the premises of the Exhibition Hall or the Brooklyn Expo Center. Any infringement of this rule will result in the removal of the offending person, firm or organization.

## CARE OF EXHIBIT SPACE

The Exhibitor must, at its own expense, maintain and keep in good order the space contracted. The Exhibitor shall maintain and conduct the exhibit in a neat, clean, orderly, and safe manner and shall not do or allow anything to be done in, on, or about the Exhibitor's space that might adversely reflect on the Association. The exhibitor shall keep an attendant in its booth during the hours the Exhibition is open. The Exhibitor must surrender the space occupied by it to the Association in the same condition in which it was at the commencement of occupation, ordinary wear accepted. No sign or other articles may be affixed, nailed, or otherwise attached to walls, doors, drapery, etc., so as to deface or destroy them. Likewise, no attachments may be made to floors by nails, screws, or other devices that may damage or mar them. If the space occupied by the Exhibitor is damaged by the Exhibitor or Exhibitor's agents, employees, patrons or guests, the Exhibitor, on demand, shall pay such sum as shall be necessary to restore that space to the same condition it was when first occupied by the Exhibitor. In the event of damaged property, Association reserves the right to designate the contractor for repair. Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation or air conditioning systems or portions thereof, or to the public areas adjacent thereto, or to the street or sidewalks adjoining. Any changes required to protect the facility in the opinion of Association will be at the expense of the Exhibitor. Any and all exceptions to these guidelines must be approved in writing by Association.

## CHARACTER OF DISPLAYS

Distribution of samples and printed matter of any kind, or any promotional material, is restricted to the confines of the exhibit booth. No noise makers or anything not in keeping with the technical character and high standards of the Association may be distributed or utilized by an Exhibitor in the exhibit area. Association reserves the right to reject or terminate exhibit privileges of any Exhibitor

including personnel in whole or in part, which because of notice, conduct, method of operations, materials, violations of Show rules or any other reason in the opinion of Association, without liability for any refunds or other expenses incurred. If cause is not given, liability shall not exceed the refund to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, Association shall have no liability for any refund or other expenses incurred.

## **COMPLIANCE WITH LAWS**

Exhibitor shall be solely responsible for obtaining any and all necessary licenses and permits. Exhibitors shall bear responsibility for compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of the Exhibit Facility, regarding the installation, dismantle and operation of the exhibit. This information is to be included in the Exhibitor Service Manual.

## **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 Association, 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 Contract.

## **FORCE MAJEURE**

Should any circumstance beyond the control of, and not the fault of the Association prevent or materially affect the Show from being held as schedule, or the exhibit space not being available for uses herein specified to war, governmental action or order, act of God, fire, strikes, labor disputes or any other cause beyond the control of Association, this Contract shall immediately terminate. Association reserves the right to retain such part of the Exhibitor's rental as shall be required to recompense it for expense incurred up to the time such contingency shall have occurred.

## **GOVERNING LAW AND JURISDICTION**

The Exhibitor's contract shall be construed, interpreted, and governed according to the laws of the District of Columbia and the parties agree that in any action or proceeding arising under or related to this agreement, they shall be subject to the exclusive jurisdiction of the United States District Court for the District of Columbia, or of the courts of the District of Columbia.

## **INDEPENDENT CONTRACTORS**

Independent contractors must conform to IAEE and EDPA guidelines. All independent contractors must submit a Certificate of Insurance to the Association no later than February 1, 2019. All exhibit labor must comply with established labor jurisdictions.

## **INFLAMMABLE MATERIALS**

Inflammable or other dangerous fluids, substances, materials, equipment or other items, the use of which is in violation of local ordinances, laws or regulations shall not be used in any booth. Exhibitor must use flame resistant decorative materials.

## **INSPECTIONS: COMPLIANCE WITH LAWS**

All materials, installations, and operations of Exhibitor must comply with the requirements of all inspection and other governmental authorities having jurisdiction and with all applicable laws, ordinances, and regulations.

## **INSURANCE**

All Exhibitor property is to remain under its custody and control in transit to/from or within the confines of the Exhibition Hall. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. Association requires each exhibiting company and Exhibitor Appointed Contractor (EAC) to carry general liability insurance, and workmen's compensation coverage. Additional details will be available in the Exhibitor Service Manual.

Certificates of Insurance from the Exhibitor shall be furnished if requested by the Association. The Association shall not be obligated to carry any insurance for the benefit of the Exhibitor. The Exhibitor shall maintain in effect, and, upon request, shall supply Association with certificates of insurance for comprehensive general liability insurance with combined bodily injury and property damage limits as detailed in the Exhibitor Service Manual. Such certificate shall name Association as an additional insured on its liability policies for the period beginning with installation of the booth through dismantling the booth.

## **LIABILITY**

The Exhibitor agrees that neither the Association, the Brooklyn Expo Center, the city of Brooklyn, New York, nor any of their officers, directors, members, agents, and employees shall be held liable for any damage, loss, harm, or injury to person or property of the Exhibitor or any of its officers, directors, agents, or employees resulting from theft, fire, water, accident, or any other cause. The Exhibitor shall indemnify, defend, and hold harmless the Association, the Association's management firm or

agents, the Brooklyn Expo Center, the city of Brooklyn, New York and their officers, directors, members, agents, and employees from and against any and all claims, demands, suits, liability, damage, losses, costs, attorney's fees, and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on the part of the Exhibitor or any of its officers, directors, agents, or employees.

## ORDER TAKING/SALES

Exhibitors are allowed to accept credit card, check or purchase order payments for their products to be shipped at a future date from the Exhibitor's warehouse. Exhibitor will be responsible for any state or local taxes that are required.

## PROHIBITIONS

No Exhibitor's promotional devices may obstruct badges in any way. Prize awards, drawings, or contents will be permitted only after the Association has given written approval. Exhibitors must inform the Association in writing by March 1, 2019 of their intent to hold any of the above, and provide a detailed description of what is taking place and being awarded. Exhibitor must demonstrate that they complied with all federal, state and local laws concerning such promotions. Circulars or other promotional material may be distributed only from the Exhibitor's assigned space. Distribution of small bags is permissible. The Association reserves the right to discontinue distribution of materials which may be hazardous to the exhibit participants, offensive to the Association, or not contributing to the professional nature of the Exhibition. Noisemakers, flashing lights, or other materials considered by the Association to be objectionable will not be permitted.

## REGISTRATION AND ATTENDEES

All visitors to the Show must register. Exhibitors are allotted complimentary registrations as outlined on the exhibit space application based on the size of exhibit space contracted. Additional passes may be purchased during the registration process. Set-up only passes are provided at no charge and are to be used exclusively by exhibiting company employees, including Exhibitor's appointed service contractors, and verification of such will be required. Children under 18 years of age must be accompanied by an adult and wear a badge at all times. Children who are not confined to a stroller must be properly credentialed. Children are not permitted on the Show floor during Exhibitor set-up and tear-down. The Association reserves the right to refuse admittance to and eject from the Exhibition Hall or from any space therein, any person or persons engaged in objectionable and undesirable behavior, and on the exercise of this authority, the Exhibitor for itself, its officers, directors, employees, and agents hereby waives any right and all claim for damages against the Association, its officers, directors, members, agents and employees.

## SECURITY

Security will be maintained 24 hours per day to guard the building during the Show. However, it is understood and agreed to by the parties that Association is not an insurer, and that insurance, if any, covering personal injury and property loss or damage to any of the Exhibitor's property or personnel shall be the sole responsibility of the Exhibitor. Exhibitor expressly understands and agrees that the payments provided for under this Contract are based solely on the value of the service and/or space as set forth herein and are unrelated to the value of the Exhibitor's property or the property of any of the others located on the Show premises. The Exhibitor expressly understands and agrees that Association makes no guarantee or warranty including any implied warranty than the security provided hereunder will avert or prevent occurrence or the consequences therefrom which the security is intended to detect or avert.

## SERVICES

Each Exhibitor, as part of the contract with the Association, will be provided the following services free of additional charge: erection of previously described booth packages, display units and walls of uniform style, identification sign, basic electrical, basic wi-fi, floor marking, general hall cleaning and general hall guard services. Exhibit hard wall packages are constructed of white PVC panels. Exhibitor may choose to upgrade these panels to a different color or have them printed with their own graphic designs. Specific cost and ordering instructions for these upgrade options will be available in the Exhibitor Services Manual.

In addition to all other payments provided in this contract, Exhibitor agrees to pay for any additional ancillary services as may be required or desired at rates approved by the Association, examples to include handling of incoming or outgoing freight, labor and material to assist in erection, dismantling, and maintenance of exhibit, enhanced electrical requirements, audio-visual and telephone requirements, and any other additional furnishings and accessories.

The Association shall secure an official General Service Contractor ("GSC") that will handle the drayage from the drayage warehouse to the Exhibitor's booth; remove crates and empty cartons; return them at the end of the Show; deliver packed goods to the loading of the facility; and load the items into transport vehicles. All costs of shipping, cartage, carpeting and handling are to be borne by the Exhibitor, unless otherwise specifically addressed in the Contract or the Exhibitor Services Manual. Please refer to the Exhibitor Services Manual for detailed information regarding services provided by the Association. Any and all additional services not listed in this Contract

and required by Exhibitor shall be ordered directly from the GSC. These additional services are not part of this Contract and must be ordered separately. Exhibitors using service contractors other than the official GSC must advise Association and furnish necessary certificates of insurance to Association and to the official GSC no later than 60 days in advance of Exhibitor set-up, or the Exhibitor will be required to use the official GSC. The exhibiting company accepts all responsibility for the Exhibitor's appointed serviced contractor's actions or omissions that cause damage or injury, and hold harmless Association from any liability. To facilitate movement in and out of the Exhibit Facility and to ensure proper delivery, it is essential that all shipments by the Exhibitor be consigned to arrive no later than the date designated by the GSC. The Exhibit Facility has no facilities for receiving or storing advanced shipments. Therefore, all shipments which must arrive earlier than move-in day should be consigned to the warehouse address of the exhibit contractor. In the receipt, handling, care of, custody of, property of, and any kind shipped or otherwise delivered to the Show, either prior to, during or subsequent to the use of the exhibit space by Exhibitor, Association and its officers, directors, agents and representatives shall not be liable for any loss, damage or injury to such property.

Exhibitor Service Manuals will be available online to the designated representative of the Exhibitor approximately four (4) months prior to the Show. The Exhibitor Service Manual will contain information integral to participation at the GCA 2019 Trade Show including, but not limited to, additional Exhibitor and display rules and regulations, procedures, exhibit and Show schedule, registration, official GSC and other ancillary service order forms, and Exhibit Facility information.

## **SPACE RELOCATION**

All or any part of the space herein above designated is subject to reassignment and rearrangement by the Association for the purpose of consolidation or for any reason. The judgment of the Association with respect to such reassignment or rearrangement of space shall be final, although the total square footage occupied by the Exhibitor shall not be reduced or increased without consent of the Exhibitor. If space is reduced or increased, the amount of the rent payable shall be appropriately adjusted.

## **SUBLETTING OF SPACE**

No Exhibitor shall, without the written consent of the Association, assign, sublet or apportion the space assigned to any other Exhibitor or person, except a parent, subsidiary, or affiliated corporation or business. If permission to sublet is granted, the Exhibitor remains fully responsible and liable under its contract for all activities of any person to occupy or use its space.

## **SPECIAL SOUNDS AND VISUAL EFFECTS**

Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of the Association, do not interfere with the activities of neighboring Exhibitors.

## **UNION RULES**

Exhibitors shall bear responsibility for compliance with any and all applicable union labor work rules, as listed in the Exhibitor Service Manual.

## **USE OF CERTAIN PROPERTY**

Exhibitor will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the Exhibitor's space. Exhibitor shall indemnify, defend, and hold harmless the Association, the Association's management firm or agents, the Brooklyn Expo Center, the city of Brooklyn, New York, and their officers, directors, members, agents, and employees from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

## **VIOLATIONS**

In the event of a violation, the Association has the right, without written notice, to terminate its contract with the Exhibitor and to evict the Exhibitor at the Exhibitor's own risk and expense. The Association reserves the right to reject cancel, remove or restrict Exhibitors who because of noise or any other reason shall interfere with the best interests of the Exhibition as a whole; in which case its liability shall be limited to a prorated refund of the rental fee.

## **AMENDMENTS AND INTERPRETATIONS OF RULES AND REGULATIONS**

These Rules and Regulations are to be construed as a part of the agreement between the Exhibitor and the Association. The Association reserves the right to interpret all matters and questions not covered by these Rules and Regulations. These Rules and Regulations may be amended at any time by the Association, and all amendments shall be equally binding on all parties affected by them as the original Rules and Regulations. In the event of any amendments or additions to these Rules and Regulations, written notice will be given by the Association to those affected.