

MONTANA FUNERAL DIRECTORS ASSOCIATION'S TRADE SHOW AGREEMENT AND TERMS FOR EXHIBIT SPACE

EXHIBIT DATES: SATURDAY & SUNDAY, JUNE 10-11, 2017

The below named exhibiting company/entity (Exhibitor) hereby agrees to the rules and regulations of the MFDA, as set forth in the following Agreement and Terms for Exhibit Space. If this Agreement is accepted by the MFDA, the undersigned agrees to the terms of this Agreement, along with any terms agreed upon between the MFDA offices and the trade show and exhibit set-up company, if any, hired by the MFDA, and the terms and conditions contained in the agreement between the MFDA and Fairmont Hot Springs Resort (Hotel) regarding the exhibition premise.

Name of Exhibiting Company/Organization/Agency

Name to Appear on Booth Sign/Floor Plan

Person Attending Convention

Type of Business (Please be specific)

Mailing Address

City, State, Zip

Telephone Number

Fax Number

Email

Website Address

Authorized Signature

Print Name/Title

Date

Booth Space Dimensions: 8 foot by 6 foot Pipe and Drape Structure. Exhibitor Vendor registration fee includes booth structure, 6 foot skirted table, booth ID Sign, one electrical source, two chairs, and convention meals. Additional booth furnishings are available from K&J Convention Services. Shipping: K & J has been contracted to receive and handle materials; they can be shipped to K & J Convention Services, P.O. Box 5234, Helena, MT 59604.

Please contact K & J Convention with any booth-specific questions: Phone: (406) 442-3238; Email: office@kjconventions.com. Exhibit Service Kits can be found at: www.kjconventions.com/mfda.

Booth space will be assigned in the order that contracts are received and approved by the MFDA. MFDA reserves the right to assign booth spaces as it determines appropriate, and, when possible, it will assign booths as to avoid conflict of displays or products.

Please retain a copy for your records. For additional information, or for special booth placement requests, please contact our office at info@montanafda.org or call (406) 449-7244.

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MFDA 2016 Annual Convention and Trade Show

Terms for Exhibit Booth Application and Agreement

The Montana Funeral Directors Associations (MFDA) 2016 Annual Convention and Trade Show is a 501 (c)(6) tax exempt, non-profit trade associations pursuant to the laws of the state of Montana. **The Application, and Agreement and Terms for Exhibit Space, must both be signed by a duly authorized agent of the Exhibitor. Full payment must accompany the Application and Agreement Forms. If the Exhibitor cancels booth space after June 1, 2017 registration and booth fees will not be refunded.**

Trade Show Exhibit Contractor: K & J Conventions is the MFDA official exhibit contractor.

Installation & Dismantling of Exhibits: It is mutually agreed that it is the duty and responsibility of each Exhibitor to arrange for the installation of the exhibit before the opening of the exhibition and to arrange the dismantling of the exhibit immediately after the close of the exhibition. Arrangements for services of carpenters, painters, plumbers, electricians and other skilled labor, as well as laborers or porters, if applicable, may be made through K & J Conventions at established rates.

Liability & Insurance: The Exhibitor assumes responsibility and hereby agrees to protect, indemnify, defend and save the MFDA and the Hotel harmless against all claims, losses and damages to persons or property, governmental charges or fines and attorney fees arising out of or caused by the exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof.

Security Not Provided: Security Guard Service is not provided by the MFDA during move-in, overnight, and during move-out. It is recommended that exhibitors take precautionary measures of their own such as the securing of small or easily portable articles of value, and removal of them to a place of safekeeping after the exhibit hours. **Overnight Storage: ALL GOODS ARE STORED AT THE EXHIBITOR'S OWN RISK.**

Exhibitor Insurance Advised: Exhibitors are advised to carry insurance against damage, loss, fire and theft. Exhibitors shall present a copy of certificate of general liability insurance coverage, if requested by the MFDA.

MFDA is not Liable: By filling out this Application and Agreement and remitting payment Exhibitor further agrees as follows: The MFDA shall not be liable for any injury, damage, loss, theft, or destruction, including, but not limited to, damage from atmospheric conditions or rust, negligence (whether caused by ourselves or our agents, employees, or others), failure to act, breach of contract, breach of warranty, water, condensation, fires, floods, acts of God, or any act beyond our sole control. The MFDA are not liable for any direct, consequential, or incidental damages, nor for loss of profit or loss due to failures to obtain or turnover of property or assets at any particular time or place whatsoever; however, such losses may be incurred. The MFDA is not liable or chargeable with any loss of sales, income, resales, commissions, or brokerage, nor for any freight damage.

Terms not Alterable Except in Writing: The terms set forth in this document may not be changed, altered, modified or waived except in writing and signed by an authorized representative expressly authorized to do so by MFDA.

No Waiver: The MFDA's failure to insist at any time upon any rights, limitations, remedies or conditions hereunder shall not be deemed a waiver thereof nor bar a subsequent assertion thereof.

Storage & Packing Boxes & Crates: Exhibitors will not be permitted to store empty packing boxes or crates in booths during the exhibit period. They will be stored and delivered through the drayage service at standard rates.

No Exhibiting on Drapery: No exhibitor shall pin nor hang any merchandise or company literature on booth drapery. All items must be displayed on tables, backdrops or stands. Any damages to booth drapery will be billed back to the exhibitor.

Fire Prevention: No combustible decorations, such as crepe paper, cardboard or corrugated papers, shall be used at any time. All packing containers, excelsior, wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored underneath table or behind drapes. All materials and fluids which are flammable are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc. are not permitted without the permission of the local Fire Marshall.

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Automobiles, trucks, tractors, machinery and other motor vehicles utilizing flammable fuels, which are placed on display, shall have no more than one-eighth (1/8) gallons of fuel in the tank. All fuel tanks shall be locked or effectively sealed and battery cables shall be disconnected from the ignition system. Ignition keys for vehicles on display shall be kept by a responsible person at the display location for removal of such vehicles from the exhibit area in the event of an emergency. Drop cloths must accompany each vehicle.

Wiring and Exit Signs: All electrical wiring shall be installed by licensed professionals. No curtains, drapes, or decorations shall be hung in such a manner as to cover any exit signs.

Unusual Equipment: If unusual equipment is to be installed, or if appliances that may be subject to fire codes are to be used, the exhibitor shall communicate with the local Fire Marshall for information concerning facilities or regulations.

Removal/Cancellation of Exhibit: If the result of an inspection indicates that any exhibitor has neglected to comply with these regulations or otherwise incurs a fire hazard, the right is reserved to cancel all or such part of the exhibit as may be irregular.

Video Projection & Sound Devices: Projection machines are limited in their operations to demonstrations only and shall not be used for showings designed to attract or amuse visitors.

Use of Space: The Exhibitor's display must be contained completely within the specified boundaries of the booth space in compliance with the following provisions. No portion of the display may extend into the aisle or into any adjoining booth or other area outside the perimeters of the booth. The display must provide sufficient standing or seating area within said perimeters to accommodate the booth attendants as well as any anticipated stationary audience which the display is designed to attract. The Exhibitor may not use any portion of the aisles, entrances or other common traffic ways of the exhibit hall for the conduct or solicitation of business, the promotion of products or services, or the distribution of literature, materials or souvenirs.

No exhibitor shall assign, sublet or share the space allotted without the knowledge and consent of the MFDA. The MFDA shall have the right, at its discretion, to remove any materials from a non-exhibiting company, agency or organization on display. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area.

Standard Booth: The standard booth equipment as furnished by the MFDA will consist of fully 8 foot high draped back wall, 3 foot high draped side rails one 6' skirted table, two chairs, electricity and an identification sign. The Exhibitor's display may not exceed those dimensions, nor shall it jut out from the front edge of the drapery and booth division. No construction which may obscure the view of adjacent booth is allowed at the sides of the booth.

Care of Building and Equipment: Exhibitors and their agents shall not injure or deface the walls of the building, the booth or the equipment of the booths. Exhibitors are forbidden to drive stakes, nails, or screws into the walls, floors, columns or other parts of the building, equipment or furniture provided at the location. Repairs for damages will be at the expense of the Exhibitor.

Restrictions in Operation & Exhibits: The Exhibitor agrees to comply strictly with the applicable terms and conditions contained in the agreement between the MFDA and the Hotel regarding the exhibition premises. Exhibitor agrees to and shall abide by **any additional rules or regulations reasonably adopted by the MFDA** designed to facilitate the interests of all concerned.

MFDA May Restrict Exhibits and/or Exhibitor Participation: The MFDA reserves the right to accept or reject the Application and Agreement submitted by any potential exhibitor and the right to restrict exhibits which because of noise, method of operation, materials or any other reason become objectionable to the MFDA or its members. The MFDA may prohibit or evict any exhibit which in the opinion of the MFDA may detract from the general character of the exhibition as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character which the MFDA determines is objectionable to the exhibition or does not conform to MFDA standards, as determined by the MFDA. In the event of such restriction or eviction, the MFDA shall not be liable for any claim, damages or injury to anyone claimed or actually resulting from such a determination. If such determination is made prior to the trade show, the applying or exhibiting Exhibitor shall receive a refund from the MFDA of the lease fee, if one has been paid. If such determination is made during the trade show, the applying or exhibiting Exhibitor shall receive a pro-rated share refund from the MFDA of the exhibit fee.

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