



GREATER CINCINNATI NORTHERN KENTUCKY APARTMENT ASSOCIATION CONTRACT AND SPACE RESERVATION FORM

TUESDAY, MARCH 15, 2022 | 5 pm to 7:30 pm
Sharonville Convention Center – Sharonville, Ohio

PLEASE PRINT/TYPE BELOW YOUR COMPANY NAME AND INFORMATION EXACTLY AS IT SHOULD APPEAR ON SIGNAGE AND EXHIBITOR LISTINGS

Company: _____

Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

ADDRESS CORRESPONDENCE AND MAKE CHECKS PAYABLE TO:

Greater Cincinnati Northern Kentucky
Apartment Association
7265 Kenwood Road, Ste. 100
Cincinnati, OH 45236
Phone: (513) 407-8612 Fax: (513) 407-7868
E-mail: michele@gcnkaa.org

PAYMENT INFORMATION:

- Booths will NOT be held without a full, signed contract.
- Invoice will be sent upon receipt of contract
- Payment is due in full by February 15, 2022

Booth Information

- All booths are 8' x 10'
- Booths are \$800 from November 1, 2021, through February 15, 2022 | After February 15, 2022, booths increase to \$900
- Premium Booths are \$850. See floorplan for premium booths
- Specially marked booths are only eligible for purchase with VIP sponsorship ONLY
- Booth price includes: Pipes, drapes, one 6' table with skirt, two chairs, booth marker, wifi access. Electric not included in booth price. You may order electric through Academy Rentals form included in Exhibitor Kit and found online.
- Electric is available for \$79* per booth through separate order through Sharonville Convention Center
*electric is \$79 per booth if ordered prior to March 7; after March 7, electric is \$109 per booth
- Carpet, additional table and/or chair is available for a separate charge through Academy Rental
- Set up is 11 am to 3:30 pm on date of event ONLY! Tear down is from 7:30 pm to 10 pm date of event.

Booth Number Request

1st Choice _____ 2nd Choice _____ 3rd Choice _____

Payment Check Enclosed Invoice Me Visa/MC/AmEx

Name: _____ Card# _____

Exp. Date _____ Code _____ Zip Code: _____

Email Address for Receipt: _____

This offer incorporates the terms and conditions on the subsequent attached pages. Exhibitor understands that this application becomes a contract and is binding on both parties on the date last written below when accepted and signed by the Greater Cincinnati Northern Kentucky Apartment Association (GCNKAA). All space is selected by the exhibitor on a first-come, first-served basis, and with GCNKAA's space confirmation. All pre-planning correspondence from GCNKAA will be sent to the person listed above unless noted below. This document contains the entire Agreement between the parties and supersedes any prior agreements. The terms of this document may not be changed except in writing and signed by the parties.

Name: _____ Title: _____

Authorized Signature: _____ Date: _____

PRE-PLANNING CONTACT: _____ Phone: _____

EMAIL: _____

Specifically relating to the global COVID-19 pandemic, Vendor acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by voluntarily attending and exhibiting at the Tradeshow, and that such exposure or infection may result in personal injury, illness, disability, and/or death to Vendor. Vendor understands that the risk of becoming exposed to or infected by COVID-19 at the Tradeshow, or while traveling to or from the Tradeshow, may result from the actions, omissions, or negligence of others who may attend the Tradeshow or their families, colleagues, or other with whom they may have contact. Accordingly, Vendor understands and agrees that this release includes any claims arising out of, relating to, or based on the actions, omissions, or negligence of the Greater Cincinnati Northern Kentucky Apartment Association, and each of their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Tradeshow.

In addition to all other rules and regulations relating to the Vendor's attendance at the Tradeshow, Vendor agrees to comply with All COVID-related procedures that may be implemented by the Greater Cincinnati Northern Kentucky Apartment Association and Sharonville Convention Center, including, but not limited to, testing, mask-wearing and social distancing requirements and restrictions on certain activities that carry higher COVID-related risk, in order to protect as much as possible the health and safety of all Tradeshow Vendors. Failure to comply may result in the Vendor's exclusion from the Tradeshow, and Vendor will not receive a refund of any fees.

FOR OFFICE USE ONLY:
Booth Number(s): _____ Accepted By: _____ Date: _____ Floorplan: _____ Website: _____
Amount Due: _____ Amount Paid: _____ Check #/CC App: _____ Confirmation: _____

GREATER CINCINNATI NORTHERN KENTUCKY APARTMENT ASSOCIATION

EXHIBIT RULES & REGULATIONS

1. AGREEMENT

By signing the Exhibit Space Application and Contract, the Exhibitor agrees to abide by these Rules and Regulations and all amendments thereto and the decisions of Show Management. For purposes of this Agreement, the terms "GCNKAA" shall mean the Greater Cincinnati Northern Kentucky Apartment Association, "exhibit hall" shall mean the Sharonville Convention Center, and "Exhibitor" shall mean any company, firm or person who has applied for or been allocated any space at the Exhibit Hall.

2. UNDESIRABLE ACTIVITIES

The Exhibitor agrees that his exhibit shall be admitted into the Show and shall remain solely on strict compliance with all the rules herein described. GCNKAA reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any Exhibitor with or without giving cause. GCNKAA's liability for rejection without giving cause shall be limited to a refund to the Exhibitor of the amount of rental unearned at the time of ejection. However, if an exhibit or Exhibitor is ejected for violation of these rules or any other stated reason (with cause), no return of rental shall be made. Exhibitor shall not exhibit any merchandise other than that specified in the application.

3. BOOTH ASSIGNMENTS

Booth selection by Exhibitor is available on a first-come, first serve basis and there is no first right of refusal. GCNKAA's confirmation of requested booth space is final and shall constitute an acceptance of the Exhibitor's offer to occupy space. Confirmation will be made only after receipt of the Exhibitor Agreement and the appropriate booth fees. After confirmation, space location may not be changed, transferred, or canceled except upon written request and with the subsequent written approval of GCNKAA. Notwithstanding the above, GCNKAA reserves the right to change location assignments at any time, as it may, in its sole discretion, deem necessary.

4. SPACE RENTAL

Exhibitor fee includes a 8'x 10' exhibit space, materials to define exhibit space (pipe & drape), a two-line sign showing Exhibitor's company name and booth number, one 6' table with skirting, two chairs and wifi access. No signs or advertising devices shall be displayed outside the exhibit space other than those furnished by GCNKAA. Booth displays not to exceed nine (9) feet in height across the back. No backdrops or booths higher than five (5) feet in height are permitted along the sides of the booth. Booth displays cannot block neighboring booths. Electric, carpet, additional table and chairs, and landlines are available at Exhibitor cost through separate contracted vendor.

5. USE OF DISPLAY SPACE

- A. Restrictions on Space Rental: Exhibitor may not sub-let, sub-divide or assign his space nor any part thereof, nor purchase multiple booths for the purpose of subletting or assigning to third parties, nor permit in his booth non-exhibiting companies' representatives without the express written permission of GCNKAA. Only companies or individuals that have contracted directly with GCNKAA shall be allowed on the show floor as an Exhibitor. Failure to comply with this provision shall be sufficient cause for GCNKAA to require the immediate removal of the exhibit and/or the offending Exhibitor at the expense of the Exhibitor. Failure to comply may also result in forfeiture of all further rights to exhibit at future shows sponsored by GCNKAA together with all fees paid. GCNKAA may lease any space so forfeited to another Exhibitor and retain all revenues collected.
- B. Exhibitor shall design and maintain the general theme and tenor of show.

6. INSTALLATION AND REMOVAL

GCNKAA reserves the right to fix the time for the installation of the booth prior to the show opening and for its removal after the conclusion of the show. Installation of all exhibits must be fully completed at least 30 minutes prior to the opening of the Show. Failure to adhere to this requirement could restrict Exhibitor's entry into any future shows produced by GCNKAA. Any space not claimed by 3:30 p.m. on Monday, March 14, 2022, may be resold or reassigned without refund. All exhibits and booth materials must be removed by 9 p.m. on Tuesday, March 15, 2022.

7. EARLY REMOVAL OF EXHIBITS NOT ALLOWED

No exhibit shall be packed, removed or dismantled prior to the closing of the Show without written permission from GCNKAA. If the Exhibitor acts in breach of this provision, it shall pay as compensation for the distraction to the Exhibition's appearance, an amount equal to one-half of the total space charge for the Exhibitor's allocated area, in addition to all sums otherwise due under this Agreement.

8. EXHIBITOR APPOINTED CONTRACTORS (EAC)

Any exhibitor using an EAC agrees to notify GCNKAA of such appointment and agrees to indemnify and hold harmless GCNKAA, the exhibit facility, and their respective officers, directors, staffs, employees, and agents and all official contractors from any and all liability or losses for any act, complaint, damage, or loss to any other Exhibitor, the exhibit hall, the property of any contractor or any consequential damages arising out of any such act of loss from the time the independent EAC first arrives at the hall until the final move-out is complete. The Exhibitor further agrees that GCNKAA may prohibit the EAC from working in the hall if the EAC does not fully comply with all rules and regulations set forth for them at this event. Any Exhibitor using an EAC agrees to advise its EAC of all rules and regulations.

9. PROHIBITED ACTIVITIES

- A. All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to limits of the Exhibitor's booth.
- B. Exchange of money or consummating the sales of goods or services on the exhibit floor is prohibited. Orders may be taken for future delivery only.
- C. Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so that the noise resulting from there will not annoy or disturb adjacent Exhibitors or their patrons. Exhibitor represents and warrants

that no musical work protected by copyright will be staged, produced or, otherwise, performed via either "live" or "mechanical" means, or by or on behalf of Exhibitor, unless Exhibitor has previously obtained written permission from the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for such use.

- D. Exhibitors are prohibited from displaying any devices or objects in the booth that exceed the height of the back wall (9 ft.) without prior written approval from GCNKAA and the exhibit hall. No backdrops or booths higher than five (5) feet in height are permitted along the sides of the booth. Booth displays cannot block neighboring booths.
- E. Exhibitors are not allowed to conduct any activities that could be considered an illegal lottery under Ohio law.
- F. Electrical equipment that is not UL approved may not be used in the exhibit hall. No wiring, installation or spotlights or other electrical work shall be done except by the electrical contractor authorized by GCNKAA or exhibit hall.
- G. Approval for distribution of food items must be obtained by the Sharonville Convention Center prior to the event.
- H. Sharonville Convention Center prohibits the use of glitter, confetti guns, fireworks and helium balloons inside their facility.
- I. Live animals (except service animals) and firearms are prohibited inside SCC.

10. CANCELLATION BY EXHIBITOR

The Exhibitor specifically recognizes and acknowledges that GCNKAA will sustain losses if the Exhibitor cancels its exhibit space after it has been assigned and confirmed by the GCNKAA. Due to the difficulty of determining said losses, the Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, all cancellations must be received in writing. Booth cancellations received after November 1, 2021, and prior to February 15, 2022, will be issued a refund minus a \$100 administrative fee. Booth cancellations after February 15, 2022, will forfeit all booth fees and will be responsible for full booth payment. Upon cancellation by the Exhibitor, GCNKAA has the right to resell the space and retain all revenue collected.

11. CANCELLATION OR POSTPONEMENT OF SHOW

In the event that any unforeseen occurrence shall render the fulfillment of this Agreement impossible by GCNKAA, the parties shall mutually amend or terminate the agreement at GCNKAA's option. The Exhibitor hereby waives any claim against GCNKAA for damages or compensation. GCNKAA may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred in connection with the show. Such expenses include, but are not limited to all expenses incurred by GCNKAA as a result of contracts with third parties for services or products incidental to the show, and all overhead expenses attributable to the production of the show. No monies will be returned should the dates or location of the show be changed by GCNKAA, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. GCNKAA shall not be liable in the event the show is interrupted, canceled, moved or dates changed except as provided herein.

12. ERRORS AND OMISSIONS

GCNKAA assumes no responsibility or liability for any of the services performed or materials delivered by official show contractors or other suppliers to the show, their personnel, or their agents.

13. LIABILITY AND INSURANCE

- A. All property of the Exhibitor remains under its custody and control in transit to and from exhibit facility, during installation and removal, and while it is within the confines of the exhibit facility. Neither GCNKAA, the service contractors, the management of the Sharonville Convention Center nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes. The Exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the Exhibitor.
- B. Exhibitor understands that neither GCNKAA nor any sponsor carries business interruption and property damage insurance coverage for loss or damage of Exhibitor's property. The Exhibitor agrees to obtain adequate insurance during the dates of the trade show, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to GCNKAA.

15. ENFORCEMENT OF REGULATIONS

GCNKAA has full power to interpret and enforce all regulations of the show and the power to make amendments and/or further regulations, orally or in writing, that are considered necessary for the proper conduct of the show. Such decisions shall be binding on Exhibitors. All Exhibitors agree to be bound by terms of GCNKAA's agreement with the facility in which the show is held.

16. CONFLICTING MEETING AND SOCIAL EVENTS

In the interest of the entire Show, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members, Exhibitors, or invited guests from the educational sessions or exhibit hall during the official hours of the sessions or show. Hospitality suites may not be reserved without prior approval of Show Management.

17. WAIVER

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this agreement. The rights of GCNKAA shall not be deemed waived as specifically stated in writing and signed by an authorized representative of GCNKAA.

18. SEVERABILITY

In the event any provision of this Agreement is held invalid or unenforceable then neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby.