6. FIRE AND SAFETY REGULATIONS
Exhibitor shall not pack merchandise in paper, straw, excelsior, or any other readily inflammable material. All carts stored in the Exhibit Building shall be emptied of contents. Exhibitor shall use no inflammable decoration or covering for display stands, and all fabrics or other material used in the construction of stands, covering shall be flameproof. If required by local law or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its exhibits have been approved by the fire authorities for use during the period of the show, and that combination locks are being used. All electrical wires and sockets shall be in good condition and meet the requirements of local law.

7. UNION LABOR
If required by local ordinances, Exhibitor must comply with all union regulations applicable to installation, dismantling, and display of the Exhibit.

8. EXHIBITOR CONDUCT
Exhibitor and its representatives shall not congregate or socialize in the aisles. The prior written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical or human conduct and display of the Exhibit until the Exhibit Floor is finally closed to the public. Exhibitor must obtain a signed agreement and a booth design from your organization.

9. FILM, SOUND DEVICES, AND LIGHTING
If images, loudspeakers, or sound devices are used, the Exhibitor agrees to comply with union requirements for the operation of the equipment. Equipment will only be permitted if it is used at all times and is not objectionable to neighbors or Exhibitors. Operating equipment that may create excessive noise must be run intermittently for specific demonstrations only. Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

10. CONTRACTOR SERVICES AND INFORMATION
Where an Official Contractor has been designated to perform services for an Exhibitor — such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor, or any other service — no Exhibitor or representative shall contract for such services with other than the said Official Contractor or with his employees or agents. Exhibit Management assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

11. STORAGE
Exhibitor will not be permitted to store packing crates and boxes in the booth or upper 40% of each display must be at least 50% open. Low side dividers between exhibits shall be approved by the Building Manager.

12. PHOTOGRAPHS
No photographs shall be taken without the prior consent of Exhibit Management and/or the Exhibitors involved.

13. LIABILITY AND INSURANCE
All property of the Exhibitor remains under its care, custody, and control in transit to and from Washington State Convention Center, during installation and removal of exhibits, and during the Show. Neither Exhibit Management, NCCE, the owners or management of Washington State 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, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them for any direct or indirect loss of any property of the Exhibitor, except where the damage or loss is due to gross negligence or willful misconduct of Exhibit Management, NCCE, the owners or management of the Exhibit Hall, or their agents or employees, arising out of Exhibit Management's, the owners or managers of Washington State Convention Center, or NCCE's duties and responsibilities under this agreement. Exhibitor understands that neither Exhibit Management, Washington State Convention Center, nor NCCE can assume any liability or responsibility for any direct or indirect loss or damage of Exhibitor's property. The Exhibitor agrees to obtain the following insurance during the dates of the Exhibition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) Commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage; (b) Employer’s liability insurance; (c) Worker’s Compensation/Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile Insurance.

14. HOLD HARMLESS AND INDEMNIFICATION
This agreement shall not constitute nor be considered a partnership, joint venture, or agency relationship between NCCE, Exhibit Management, and Washington State Convention Center. Exhibitor hereby agrees to indemnify, hold harmless, and defend NCCE, Exhibit Management and Washington State Convention Center, and their respective officers, directors, and employees (Indemnities) from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs, interest, and attorney’s fees) which the Indemnities may incur, suffer, be part of, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these Rules and Regulations, or violation of any ordinance or statute by Exhibitor or any of its employees or agents. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or, jointly, from other causes; or any property damage or loss because of the acts or omission of its agents, employees, or independent contractors whether acting within or without the scope of their authority.

15. CANCELLATION, POSTPONEMENT, OR RELOCATION OF EXHIBITION
In the event that any unforeseen occurrence, force majeure, or acts of God or war, shall render the fulfillment of this agreement impossible by Exhibit Management or NCCE, the parties shall mutually amend or terminate the agreement at Exhibit Management’s option. In such circumstances, Exhibit Management’s sole responsibility to Exhibitor shall be a full refund of all rental fees paid by Exhibitor. No monies will be returned should the dates or location of the Show be changed by Exhibit Management, but Exhibitor will be assigned a space that the Exhibitor agrees to use under these same Rules and Regulations. Exhibit Management shall not be financially liable in the event the Exhibition is interrupted, moved, or canceled in whole or in part, except as provided herein.

16. EXHIBITOR CANCELLATION
Cancellation of any portion of this Application/Contract by the Exhibitor will be accepted only at the discretion of Exhibit Management and then only based upon the following refunds: On or before September 30, 2019: 80% refund of deposit on canceled booth space; After September 30, 2019 but before or on January 15, 2020: 20% refund of deposit on canceled booth space; After January 15, 2020: No refund. Except as the Exhibitor’s rental obligation may be reduced as set forth in the proceeding sentence, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor including the failure of an Exhibit to arrive for any reason.

17. AGREEMENT OF RULES AND REGULATIONS
Exhibitor agrees to observe and abide by the foregoing Rules and Regulations and by such additional Rules and Regulations made by Exhibit Management from time to time to ensure the efficient or safe operation of the Exhibit, including, but not limited to, those contained in this Contract. In addition to Exhibit Management’s right to close an Exhibit and withdraw its acceptance of this Application/Contract, Exhibit Management in its sole discretion may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all such Rules and Regulations. There is no other agreement or warranty given by Exhibitor or any of its employees, officers, or agents which is not expressed in this document. The rights of Exhibit Management and the Exhibitor under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties.