



NASGW 2023 EXPO RULES AND REGULATIONS

These Contract Conditions, Rules and Regulations are part of the NASGW Application and Contract for Exhibit Space and should be carefully read before signing the space application. By signing the Application & Contract for Exhibit Space, Exhibitor agrees to abide by these Rules and Regulations. After completing the application and contract for exhibit space, please forward these Rules and Regulations to the person(s) in charge of your NASGW exhibit.

1. ELIGIBILITY REQUIREMENTS

The NASGW Expo is open to companies whose products and services are directly related to the Sporting Goods industry. NASGW reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of NASGW, compatible with the general character and objectives of NASGW.

Application of space is not an assurance of eligibility. All applications are subject to review and NASGW reserves the right to refuse any application for any reason deemed appropriate by the NASGW Board of Directors.

NASGW reserves the right to revoke exhibit privileges based on intellectual property violations, unfair trade practices or other activities in the industry deemed illegal, unethical, or contrary to the best interests of NASGW. NASGW reserves the right to remove, at Exhibitor's expense, any merchandise deemed by the NASGW Board of Directors as not suitable for display at the NASGW Distributor Marketplace. NASGW reserves the right to revoke a company's exhibit agreement should the company's products and/or services be considered ineligible by the terms listed above.

2. EXHIBIT BOOTH LOCATION SELECTION

Priority space selection will take place beginning Tuesday, September 20, 2022, via phone appointment. Selection of these exhibit spaces will be assigned based on attendance at previous Expos, membership standing and past sponsorship support. Remaining exhibit space will be assigned on a first come, first-serve basis after **November 7, 2022**.

3. EXHIBIT AND REGISTRATION FEES PAYMENT FOR SPACE

The charge for a 10'x10' space will be **\$1,800.00** (for inline booths) or **\$20.00/ sq. ft.** (for Island booths) for NASGW Members. Credit Card payments accepted. Make all checks payable in U.S. currency to NASGW. Exhibit booth payments should be made according to the following schedule:

- 20% of total invoice is due with application or at time of Booth selection/purchase
- 50% of remaining balance is due on or before **March 1, 2023**
- 100% of final balance must be paid in full by **June 30, 2023**

Total balances are due on or before **June 30, 2023**. This application becomes a contract when signed by the exhibitor and accepted by NASGW. Any exhibitor whose second payment is not received by **March 1, 2023**, or final payment by **June 30, 2023** will be subject to a late charge of 10% of the total value of their booth space and/or may risk their booth space being released. (Exhibitors in such a situation will be contacted prior to release.) These late charges are considered part of your booth fees and move-in will not be allowed until all payment is made in full. All participants must be current, dues paying members and registered for the NASGW Expo. No one will be allowed on the exhibit floor unless dues and registrations are paid.

4. COST OF SPACE INCLUDES

Booth cost includes an identification sign, an 8'H and 10'W back wall of draperies with aluminum uprights (color to be determined by NASGW) and 3' division side rails. See Exhibitor Services Kit on website to order furniture, carpeting, etc.

5. INSTALLATION AND REMOVAL OF EXHIBITS

The installation of exhibits must be completed between 8 a.m. - 6 p.m. on October 23 and/or 8 a.m. - 5 p.m. on October 24. If any exhibitor is not set up and in order by 7:00 a.m. on October 25, NASGW reserves the right to reassign the space to another exhibitor, or to make such other use of the space deemed necessary or appropriate with no refund being made to the original contracting exhibitor.

2023 SHOW HOURS:

- **Wednesday, October 25th**
9:00 a.m. – 6:00 p.m.
- **Thursday, October 26th**
9:00 a.m. – 5:30 p.m.
- **Friday, October 27th**
8:00 a.m. – 12:00 p.m.



Please Note: Show hours as specified here are subject to change, in which case all exhibitors will be notified in writing. The exhibit area will not be open at any other time so as not to conflict with the NASGW Meeting and Expo program. Exhibits are to be kept intact until the closing of the exhibits, presently planned at 12:00 noon on Friday, October 27, 2023 (closing day of expo). No part of an exhibit shall be removed during the NASGW Expo without special permission from show management. Any Exhibitor who begins dismantling his display before the close of the show will lose his company's priority status in future NASGW Expos and may altogether lose the privilege of exhibiting. Exhibitors are requested not to interfere with the return of empty crates. Exhibitors will have reasonable time to erect and dismantle their exhibits, which will be specified in the Exhibitor Service Kit. Exhibit materials not removed from the hall by the time specified will be removed by NASGW at the exhibitor's expense and liability.

6. BOOTH CONSTRUCTION / DESIGN / LAYOUT

Booth sizes indicated in the Official Exhibitor's Kit are measured on the back dimension from the center of the 33" side rail. In order to allow unobstructed view of neighboring booths, exhibitors are not permitted to have their backdrops exceed eight feet (8') in height, nor can they protrude more than ten feet (10') from the back wall. **The reverse side of any wing panel extending from the back wall or side wall of the display must be draped to avoid raw exposure to a neighboring booth.** Furthermore, no exhibit along the side rails of the booth may exceed thirty-three inches (33") in height from the floor. **Any variance to these rules must be reviewed and approved by show management.**

7. CHARACTER OF EXHIBITS

NASGW reserves the right to prohibit an exhibitor to conduct and maintain an exhibit if, in the judgment of the show management, said exhibitor or exhibit, or proposed exhibit, shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other things, without limitation, which affect the character of the exhibit.

8. USE OF SPACE

- A. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests.
- B. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests.
- C. Back-lit transparencies or lighted displays must stay lighted for at least thirty (30) consecutive seconds. No strobe light effects are permitted.
- D. Projectors or television screens must not cause people to block aisles.
- E. Loudspeakers or operation of equipment which is of sufficient sound volume to be annoying to neighboring exhibitors or guests will not be permitted, including but not limited to music, fans, blowers, etc.
- F. Any audio system or electronic device producing irritating or intermittent or sequential sound that attracts attention to an exhibit is not permitted. The distribution of noisemakers such as whistles, crickets, horns, etc., is prohibited.
- G. All efforts to advertise, demonstrate, and operate the exhibit must be conducted so as not to trespass the rights of other exhibitors and visitors.

9. USE OF SPACE (GENERAL)

- A. All exhibit materials must be on the table or on the floor within the 10'x10' booth space.
- B. No other area can be used for display purposes. Nothing can exceed the dimensions of the booth.
- C. If electricity or audio visuals are required in your display area, please complete the forms provided in the Exhibitor's Services Kit and return to the appropriate vendor.
- D. No serving of exhibitor's own food and/or beverages from exhibit booths will be allowed. All food and/or beverage services must be approved in writing by NASGW and the Conference Facility/Hotel. All associated fees are the responsibility of the Exhibitor.
- E. Any exceptions to these rules must be approved by show management.

10. FIRE REGULATIONS

No combustible oils or bottled gases, open flames of any type, no batteries containing electrolyte, nor any corrosives will be permitted in the Exhibit Hall. Absolutely no storage of any kind will be permitted. Any questions regarding specific problems should be referred to show management who will obtain the necessary rulings from the Greater Columbus Convention Center Fire Marshall.

11. SUBLETTING OF EXHIBIT AND PROHIBITED USES

Exhibitors are prohibited from assigning or subletting a booth or any part of the space and/or sponsorships allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not part of their regular products and services, or which are not compatible with the character or mission of NASGW, **without a written request and approval from NASGW.** NASGW reserves the right to terminate any portion of the exhibit that is not in accordance with these Rules and Regulations without prior approval.



12. INSURANCE AND LIABILITY

It is agreed that the National Association of Sporting Goods Wholesalers, its officers, directors, employees and agents and the Greater Columbus Convention Center, are not liable to the exhibitor for any loss or damage or injury to Exhibitor's property contained in the exhibit, or for injuries to Exhibitor's employees, agents or other persons, no matter how sustained, from fire, theft, accident, or other causes. Exhibitor agrees to indemnify and hold harmless the National Association of Sporting Goods Wholesalers and the Greater Columbus Convention Center against all claims arising out of or connected with Exhibitor's participation in this exhibit. Exhibitors or their agents may not allow any article to be brought into the exhibition or any act done on or about the exhibit premises which will invalidate the insurance of or increase the premium on the insurance maintained by the management of the Greater Columbus Convention Center, nor permit anything to be done by Exhibitor's employees or agents which will cause injury to the premises, property or equipment of the Greater Columbus Convention Center, the other Exhibitors, or the National Association of Sporting Goods Wholesalers. Exhibitors shall not cause or permit signs or articles to be affixed, nailed, or otherwise attached to the doors and walls of the exhibit premises, nor shall any attachments be made to the exhibit premise's floor by means of nails, screws or any other devices that would damage the floors. These restrictions are a condition of all space leases, and their violation will result in annulment of the Exhibitor's contract and subject the Exhibitor to liability for damages resulting from such violations.

13. EXHIBITOR SECURITY

Exhibitor is responsible for obtaining insurance protecting Exhibitor's property on the premises. The National Association of Sporting Goods Wholesalers and the Greater Columbus Convention Center shall not be responsible for theft, loss, or injury to exhibitor's property on the exhibition premises. Exhibitor is advised to take individual precautionary measures such as securing portable articles of value to locking walls or in a locking case after the exhibit hours. Private security is being provided by the National Association of Sporting Goods Wholesalers on a 24-hour basis in the Exhibit Hall. Since the hall cannot be completely secured, these guards are responsible *only* for maintaining general security in the hall. Exhibitors are responsible for retaining any private security required to protect their personal property and equipment on display. Locking of display items is strongly recommended during off hours or overnight. Please contact mpawelski@nasgw.org to enquire about hiring private security.

14. HOTEL SUITES, MEETING ROOMS AND CONVENTION CENTER AFFILIATE SPACE

NASGW reserves the right to control all suites and meeting rooms in the hotel(s) participating in housing for the NASGW Annual Meeting & Expo. These controls have already been established with the applicable parties. No Exhibitor will be allowed to have hospitality suites and/or meeting rooms during the NASGW Annual Meeting & Expo without prior written approval by NASGW show management. No entertainment, meetings, tours, special events, parties, or other private functions will be permitted without prior written approval by NASGW show management. Marketing activities are limited to the show floor of the NASGW Annual Meeting & Expo unless permission is otherwise granted by NASGW show management, through submission of a Meeting Space Request Form.

15. CANCELLATIONS AND REFUNDS

If space and/or sponsorships are cancelled by the Exhibitor **prior to May 1, 2023, the Exhibitor will incur a fee of 50% of the total booth cost. If cancellation is made after May 1, 2023, there will be no refund and all space contracted for must be paid in full. The unpaid balance is due at the time of cancellation. In addition, any Exhibitor that reduces the size of previously contracted booth space, after May 1, 2023, will be responsible for 50% of the cost of the booth space being released.** NASGW will be entitled to all moneys paid and owed as liquidated damages. Any reduction of space after June 1, 2023, may in NASGW's sole discretion result in forfeiture, as liquidated damages and not as a penalty, of moneys paid and owed for space reduced. **ALL NOTICES OF CANCELLATION OR REDUCTION MUST BE RECEIVED IN WRITING ON OR BEFORE May 1, 2023, to mpawelski@nasgw.org.** Exhibitors will not be permitted to set up their exhibit until full payment has been made. NASGW reserves the right to reassign the canceled or reduced space without obligation to the exhibitor. Acknowledgement of the receipt of an application or negotiation of the appropriate deposit does not constitute an acceptance of an application. In those instances where a booth space and/or sponsorship application is declined, NASGW will refund such deposit in full. NASGW, in the event of conflicts regarding space requests or conditions beyond its control, reserves the right to rearrange the floor plan. Also, NASGW may relocate any exhibit at any time with the understanding that, if the Exhibitor does not agree with such relocation, his deposit and/or full payment for exhibit space will be refunded. Any space not claimed and occupied by 3:00pm. on Tuesday, October 24, 2023 (day before opening of the Expo), may be resold, assigned by NASGW without obligation on the part of NASGW for any refund whatsoever.

16. EVENTUALITIES

NASGW reserves the right to cancel or postpone the show due to potential unsatisfactory exhibitor response. In the event of postponement of the show for any cause beyond its control, NASGW will not be financially obligated or otherwise committed except that settlement by adjustment will be made to each exhibitor on a pro rata basis after deducting funds needed by NASGW to meet routine commitments and organizational costs.

17. FORCE MAJEURE

NASGW will not be responsible for cancellation, postponement or other circumstances caused by, based on, or relating to situations beyond its control, including but not limited to acts of God, (e.g., rainstorm, flood, hurricane, wind, damage by the elements, earthquake, tornado, other natural disasters, etc.) terrorism, pandemic, infectious disease, war, fire, strikes, acts or orders of governmental authorities, or third-party responsibility.



18. GENERAL

All matters and questions not covered by the regulations are subject to the decision of NASGW. NASGW may amend these regulations at any time, and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, NASGW will give written notice to such Exhibitors as may be affected by them. Any Exhibitor not abiding by the Rules and Regulations set forth herein will lose the privilege of exhibiting. The Rules and Regulations set forth herein will be enforced.

19. AMENDMENTS / ENFORCEMENT

NASGW reserves the sole and exclusive right to interpret, amend and enforce these Contract Conditions/Rules and Regulations. Written notice of any amendments or interpretations shall be given to each exhibitor. Each exhibitor, for himself, his agent, and employees, agrees to abide by the Contract Conditions/Rules and Regulations set forth herein, or by any subsequent amendments or interpretations. Exposition management reserves the right to enforce compliance with the rules and regulations. Any exhibitor not abiding by the NASGW Rules and Regulations may lose the privilege of exhibiting in future NASGW shows. Please contact the NASGW Headquarters Staff below if you have any questions:

20. CODE OF CONDUCT

Show management reserves the right, in its sole discretion: to restrict activities, conduct, or behavior of exhibitors, attendees and others that is deemed objectionable; to remove any attendee from the Expo and deny them re-admission for conduct that is deemed objectionable; and to restrict and/or close exhibits that are deemed objectionable. This includes people, things, conduct, printed or electronic matter, or anything of a character that is deemed not to be in the best interest of the Expo or NASGW

EXHIBITOR AGREEMENT

Completion of this form, including authorized signature and payment of the 20% booth deposit, will reserve booth space for the 2023 NASGW Annual Meeting & Expo, October 25-27, 2023 at the Greater Columbus Convention Center – Columbus, Ohio. The Exhibitor Rules & Regulations will be sent to all exhibitors with confirmation of reserved booth space and receipt of paid booth deposit. The 2023 Exhibitor Rules & Regulations, which includes booth payment schedule for the March 2023 installment and June 30, 2023 Final payment, can be found in the Exhibitor Portal. Please read thoroughly and maintain a copy for your records

COMPANY NAME: _____

COMPANY CONTACT NAME: _____

SIGNATURE: _____

DATE: _____