

EXHIBIT SPACE CONTRACT

BOMA INTERNATIONAL EXPO • JUNE 25-26, 2023

Kansas City Convention Center, Kansas City, MO

PLEASE PRINT OR TYPE BELOW

Company Name _____

Street Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

Signature of Authorized Representative:

Authorized Signature** _____

Name _____ Title _____

Website _____ Date _____

E-mail _____

Contact (if different from above):

Name _____ Title _____

Street Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

1. BOOTH FEES:

Non-Member Price:

We require _____ booths at \$4,050 per booth= \$ _____

BOMA Members Discounted Price:

We require _____ booths at \$3,900 per booth= \$ _____

My Member # _____

BOMA National Associate Members Discounted Price: \$

We require _____ booths at \$3,550 per booth= \$ _____

My Member # _____

NOTE: To be eligible for the National Associate Member (NAM) Discounted Price an exhibitor must be a BOMA National Associate Member at the time of contract, AND must maintain or renew the NAM membership for the year the show is held. Local BOMA Members in good standing from the time of contract until June 26, 2023 are eligible for the BOMA Members Discounted Price.

2. PREMIUM CHARGE at \$100 per 100 sq. ft. for an island, a corner, or booth facing the end of an aisle = \$ _____

3. TECHNOLOGY PAVILION CHARGE at \$250 per 100 sq. ft. = \$ _____

4. TOTAL PAYMENT DUE: \$ _____

Booth Preferences:

Booth Size Preference: _____ ft x _____ ft = _____ sq. ft. (All booths are in 10x10 increments.)

Booth # Preferences: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____

We prefer not to be located next to or near the following companies: _____

CANCELLATION POLICY. If an exhibitor cancels all or part of the exhibit space contracted, the exhibitor must do so in writing and will be obligated to pay the Office Building Show LLC fees based on the following schedule:

Cancel prior to August 15, 2022: 0% of exhibit space rental due
Cancel from August 15, 2022 to January 31, 2023: 50% of exhibit space rental due
Cancel on or after February 1, 2023: 100% of exhibit space rental due

Forfeited payments or payments due for canceled booths MAY NOT be used toward future participation in the expo or any sponsorships. Canceled booths forfeit all exhibitor benefits such as priority points, complimentary registrations and attendee registration lists. Forfeited payments or payments due for downgraded booths MAY be used toward sponsorships, but those sponsorship opportunities may be limited and will be calculated at 50 cents on the dollar. Downgraded booths receive priority points and complimentary registrations only for the remaining booth size, not the original booth size.

FOR OFFICE BUILDING SHOW LLC USE ONLY:

Exhibit Space Assigned: _____ Date Received: _____ Date of Assignment: _____

The Office Building Show LLC by: _____



ALL CONTRACTS MUST BE MADE ON THIS FORM.

Please complete, sign and fax this contract to 856-494-1660 or email it to Vicki Cummins at vcummins@showmgmt.com.

If sending a check, please fax or email your contract first and then mail your check and a copy of your contract to:

Office Building Show LLC

P.O. Box 79745

Baltimore, MD 21279-0745

888-777-6956 PHONE

I/We hereby submit this contract for exhibit space for our use at the BOMA International Expo. If our choices of space have been assigned, we request to be assigned what show management considers the best available remaining space.

I/We understand this is officially a contract when submitted by us and accepted by the Office Building Show LLC. The 50% deposit payment is due by August 15, 2022 for contracts received on or before August 15, 2022. Thereafter, 50% payment must accompany this contract. The balance must be paid in full by February 1, 2023.

I/We understand if our payment in full is not received by February 1, 2023, our company may be removed from our current exhibit space. This will not release us from financial obligation.

I/We agree to comply with the exhibit regulations, instructions, terms, and conditions as published on this contract and in the official Exhibitor Service Manual, which will be sent at a later date, and with all conditions under which facilities at the Kansas City Convention Center have been rented to BOMA International.

A copy of this contract will be returned after it has been accepted by the Office Building Show LLC and booth space has been assigned.

Method of Payment

☐ Check enclosed, payable to the Office Building Show LLC

☐ Please charge my credit card:

☐ VISA ☐ MasterCard ☐ AMEX

I, _____,

hereby authorize the Office Building Show LLC to charge my credit card the TOTAL* of _____.

Card #: _____

CC ID #: _____
(4 digit number on front of AMEX; 3 digit number on the back of VISA/MC next to signature)

Exp. Date: _____

Signature*: _____

Name on card: _____

Billing Address: _____

*The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL. I promise to pay such TOTAL subject to and in accordance with the agreement governing the use of such card. My signature on this order form authorizes the Office Building Show LLC to charge my credit card number listed on this order form for the amount shown as TOTAL.

**By signing this contract, the signer represents and warrants that he/she is authorized by the above-mentioned exhibiting company to bind that company to this contract.

Rules Governing Exposition

1. **PRINCIPAL PURPOSE.** The principal purpose of the trade show is to stimulate interest in and demand for industry products and services in general (herein, "Principal Purpose"). No exhibitor shall engage in any activity inconsistent with this Principal Purpose.
2. **ON-SITE SALES:** Exhibitors may offer information that is educational, professional, or instructional. "Over-the-counter" sales of goods or services for onsite delivery—or the taking of orders or exchange of cash, checks, or credit card numbers for delivery at a later date—are expressly prohibited.
3. **CONTRACT FOR SPACE.** By submitting a contract for exhibit space, the applicant releases the Building Owners and Managers Association International (herein, "BOMA"), the Office Building Show LLC (herein, "OBS"), Endeavor Business Media (herein, "Endeavor"), Show Management Solutions, Inc. (herein, "SMS"), Kansas City Convention Center (herein "KCC") and official show contractors from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of a contract or of participation in this exhibit. Acceptance of a contract does not imply endorsement by OBS of the applicant's products, nor does rejection imply lack of merit of product or manufacturer. OBS has sole right to determine eligibility of any company or product for inclusion in the trade show and retains the right to rescind the contract if the exhibit is deemed to be contrary to the best interests of the show. This contract for space (when endorsed by OBS with notice of space assignment) constitutes a contract for the right to use the space. Dates and times posted subject to change at the discretion of OBS.
4. **CANCELLATION TERMS.** Booth space cancellation or reduction must be made in writing. For cancellations received before August 15, 2022, there is no liability. For cancellations or reductions received from August 15, 2022 through January 31, 2023, the 50% deposit will be forfeited or, if not already paid, will still be due and payable. For cancellations or reductions received on or after February 1, 2023, the total booth fee will be forfeited or, if not already paid, will still be due and payable. Failure to make payment according to the terms above does not release liability for this contract. If payment in full is not received by February 1, 2023, exhibitor may be removed from the floorplan. Once full payment is received, OBS will place exhibitor in the best available exhibit space at that time. OBS reserves the right to resell any cancelled space without compensation to the original exhibitor. If BOMA is unable to legally convene due to ordinances put in place by local, state, and/or federal governments, exhibitors will be given the option to utilize their paid booth fee towards a virtual booth (if applicable), receive a refund of the paid booth fee or transfer paid booth fee to the following year's event. Exhibitors who decide to cancel their participation prior to an official event cancellation announcement from BOMA will do so in accordance with the normal cancellation schedule, and will not be eligible for any additional refunds should BOMA be forced to cancel the event at a later date.
5. **EXHIBIT BOOTHS.** All standard booth spaces are 10 feet wide by 10 feet deep. A 10'x10' standard booth includes 8' high back drape and 3' high side drape, and a 7" x 44" sign indicating company name and booth number. Carpet is not provided (except for booths in the Technology Pavilion) and is required.
6. **CHANGES TO EXHIBIT BOOTHS AND/OR FLOORPLAN.** OBS reserves the right to make changes at any time in the location, size, and display limits of any booth if this is in the best overall interest of the exhibition. Exhibitor acknowledges and agrees that it is not contracting for a specific exhibit space, but rather for the right to participate as an exhibitor at the trade show for a corresponding fee. Exhibits may not project beyond the space allotted or interfere with traffic or sightlines to exhibits of others **Please note: it may become necessary to make changes to the placement of individual exhibit booths and/or the overall floorplan in order to adhere to local, state, and federal regulations regarding large gatherings in Kansas City, MO. Exhibitor is aware that guidelines are evolving and may change at any time.**
7. **PROMOTIONAL TOOLS.** OBS provides promotional tools for use by Exhibitors. Exhibitor agrees to use these tools and promote their presence at the trade show to customers and prospects. Exhibitor may not use BOMA's trademarks, logos, or other identifying marks in its advertising or promotional materials at any time without BOMA's prior express permission in each instance. It may, however, make verbal or written reference to its participation at the Event in such marketing materials. BOMA may include Exhibitor's name and logo (if applicable) in any of its respective marketing and advertising materials.
8. **DECORATION.** OBS shall have full discretion and authority in the placing, arrangement, and appearance of items displayed by Exhibitor and may require the replacing, rearrangement or redecorating of any item in the booth which OBS deems inconsistent with the Principal Purpose of the trade show or inappropriate for any other reason, and no liability shall attach to OBS for costs that may devolve upon Exhibitor thereby. **Exhibitor agrees to adhere to all COVID-19 related safety precautions put in place by the KCC as well as local, state and federal regulations as they relate to exhibit decoration or structure.** Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished before the opening of the first day of the trade show, OBS shall provide the necessary finishing and Exhibitor must pay all charges involved thereby. The use of helium balloons, confetti, and glitter are prohibited.
9. **DISMANTLING.** Exhibits may not be dismantled before the close of the trade show. Any exhibitor found breaking down their booth before the close of the trade show may lose access to the post-show attendee list. Exhibits must be removed from the premises by the time indicated in the official Exhibitor Service Manual. Premises must be left broom clean. Exhibitor shall be liable for all storage and handling charges resulting from the failure to remove exhibit material from the trade show by the conclusion of the dismantling period.
10. **DAMAGE TO PROPERTY.** Exhibitor is liable for any damage caused by exhibitor representatives to the building's floors, walls, or columns, or to the property of other Exhibitors.
11. **ALCOHOLIC BEVERAGES.** The use of alcoholic beverages in the Exhibit area by the exhibitor is permitted only with approval by OBS and only when purchased from the official caterer.
12. **ATTENDANCE.** OBS shall have sole control over admission policies at all times.
13. **LOTTERIES; CONTESTS.** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only with approval from OBS.
14. **BOOTH REPRESENTATIVES.** Exhibitors' booth representatives shall be restricted to employees of the exhibiting companies who are actually working in the exhibitor's booth. Booth representatives shall wear "EXHIBITOR" identification furnished by OBS at all times. OBS may limit the number of booth representatives at any time. Exhibitors shall not permit non-exhibiting companies' representatives to promote goods or services from the Exhibitor's booth at the trade show.
15. **RESTRICTIONS OF ACTIVITIES.** All exhibitor activities must be confined to the contracted exhibit space. No solicitation or distribution of literature outside of exhibit space will be allowed.
16. **PROPER ATTIRE AND CONDUCT.** Exhibitor's representatives' manner, appearance and dress must be such as not to offend even the most critical. All exhibitor representatives must adhere to all social distancing guidelines put in place by KCC, OBS, and local, state and federal agencies. Any breach of these rules will result in Exhibitor being immediately banned from the show and all future shows with no refund.
17. **REJECTED DISPLAYS.** Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely in strict compliance with the rules herein laid down. OBS reserves the right to reject, eject, or prohibit any exhibit in whole or part, or Exhibitor or its representatives, with or without giving cause. If cause is not given, and OBS and/or their official show contractors are for any reason deemed to be liable for such rejection, liability shall not exceed the return to Exhibitor of the remainder of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

Rules Governing Exposition

- 18. SAFETY DEVICES.** Exhibitor agrees to accept full responsibility for compliance with federal, provincial, and municipal regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.
- 19. USE OF EXHIBIT SPACE.** No exhibitor may sublet, assign, or apportion any part of the space allotted, or represent, advertise, or distribute literature for the products or services of any other firm except as approved in writing by OBS.
- 20. EXHIBITORS' ADMITTANCE DURING NON-SHOW HOURS.** Booth representatives will be permitted to enter the trade show 1 hour before the scheduled opening time each day and will not be permitted to remain in the exhibit hall after the closing, with the exception of the final day during move-out hours. Exhibitors having special conditions that require additional time must obtain permission from Show Management at the Expo Sales Office.
- 21. FAILURE TO HOLD TRADE SHOW/FORCE MAJURE.** Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, pandemics, strikes, lockouts, fires, acts of God, terrorism, cancellation of the trade show, or any other activities or factors beyond its control that makes it inadvisable, impractical, or impossible to hold the event, whether similar or dissimilar to any of the foregoing. If the trade show is cancelled through no malfeasance of Exhibitor, Exhibitor shall be entitled to a refund of booth fees paid. It shall not, however, be entitled to reimbursement for out-of-pocket expenses incurred in connection with the event. Should any contingency prevent holding of the trade show, this lease shall terminate, and the exhibitor waives any claim for damages or compensation, and neither party shall have any further obligations against the other, except that OBS shall refund to the exhibitor the amounts paid under the Agreement, less a pro rata share of OBS's actual expenses incurred in connection with said trade show. Said pro rata share of OBS' actual expenses is to be determined on the basis of the number of square feet of floor space assigned to the exhibitor in relation to the number of square feet of floor space assigned to all other exhibitors at the trade show under similar contracts with OBS.
- 22. FLOOR LOAD.** Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of his exhibit material in conformity with the maximum floor load specifications.
- 23. FLAMMABLE MATERIALS.** No flammable fluids or materials of any nature, including decorative materials, prohibited by national, state, or city fire regulations, may be used in any booth. The following require prior written authorization: Heat-producing, smoke-emitting and open flame devices, lasers or X-ray equipment and the use, handling, storage and disposal of hazardous materials and waste of any compressed gases.
- 24. SIGNS; SIGN COPY; ILLUMINATION.** Electric flashers or signs involving the use of neon or similar gases are prohibited. Should the wording on any sign or area in exhibitor's booth be deemed by OBS to be contrary in any way to the best interests of the trade show, Exhibitor shall make changes as are requested by OBS.
- 25. SECURITY.** OBS will provide guard service and take reasonable precautions to safeguard exhibitor property. The provision of this service, however, shall not be construed as an assumption of obligation or duty with respect to the protection of the exhibitors' property.
- 25. RESTRICTIONS.** OBS reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Conference as a whole. In the event of such restrictions or evictions, OBS is not liable for any refund of rental or other expenses.
- 26. OBSTRUCTION OF AISLES OR BOOTHS.** Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for any period specified by OBS.
- 27. SOUND.** Exhibitors operating sound equipment, speakers, or any other noise-creating devices shall do so only at a level that will not interfere with other exhibitors or add unduly to general acoustic inconvenience. All demonstrations of services or equipment, interviews, and other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the exhibit. Exhibitors playing music in their exhibit must be able to provide a copy of ASCAP/BMI licensing if requested.
- 28. HOSPITALITY FUNCTIONS:** BOMA encourages exhibitors to provide hospitality to attendees during the conference provided that those events do not conflict with already scheduled conference events. BOMA reserves the right to approve Exhibitor functions to ensure they are taking place during designated hours for such events. Exhibitors found holding off-site events that conflict with already scheduled conference events may result in the loss of priority points for space selection, loss of access to the post-show attendee list and/or expulsion from next year's Expo. **Exhibitor agrees that all hosted hospitality functions adhere to local, state, and federal regulations regarding gatherings in Kansas City, MO. Exhibitor is aware that guidelines are evolving and may change at any time.**
- 29. FIRE REGULATIONS.** Exhibitors will comply with all applicable federal, state and municipal laws, operating guidelines and all other rules and requirements of the Kansas City Police and Fire departments or any other municipal authorities. All decorations and construction must conform to the fire regulations of the KCC and the Kansas City Fire Department and must be constructed of flameproof material or treated with an approved flame proofing solution. Packing containers, wrappings and similar materials must be removed from the exhibit area and not stored under tables or behind displays.
- 30. EXHIBITOR'S REPRESENTATIVE.** A representative of the Exhibitor must be in attendance throughout the period of the trade show hours. Two official representatives per paid 10'x10' (100 sq. feet) booth space will receive complimentary conference registrations, entitling them to attend Conference sessions. Exhibitors may purchase additional conference registrations.
- 31. UNION LABOR.** Certain tasks involving the set-up and/or breakdown of events may require union labor. Exhibitors are required to observe all contracts in effect between BOMA, OBS, the official contractors, the KCC and various labor organizations. BOMA and OBS cannot take responsibility for interference with the show caused by labor disputes involving individual exhibitors.
- 32. INSURANCE AND LIABILITY.** General liability insurance is the responsibility of the Exhibitor. A certificate of insurance must be furnished naming BOMA, OBS, Endeavor, SMS, KCC and the General Service Contractor as additional insureds with limits of liability of at least \$1,000,000 per occurrence, \$2,000,000 aggregate including both bodily injury and property damage. BOMA and OBS assume no risk, and by acceptance of this Agreement the Exhibitor expressly releases BOMA, OBS, Endeavor, SMS, the General Service Contractor, the KCC, and members, officers, directors, agents and employees of each of these entities, and official show contractors of and from any injury to himself or employees while in the trade show quarters. Exhibitor agrees to hold BOMA, OBS, Endeavor, SMS, KCC, the General Service Contractor and all official show contractors harmless for damage to the exhibitor from any cause whatsoever, including damage to his business by reason of failure to provide space for his exhibit, or failure to hold the trade show as scheduled, except as provided herein. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, hold harmless and save BOMA, OBS, Endeavor, SMS, the General Service Contractor, the KCC, and members, officers, directors, agents and employees of each of these entities, its subsidiaries, parent corporation and its employees and agents from and against all claims, demands, charges, losses or damages arising or alleged to arise directly, indirectly or incidentally by reason of any act, omission or operations of the service provider, its officers, employees, agents or anyone for whom the service provider is legally responsible to persons or property, governmental charges or fines and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the KCC.
- 33. INTERPRETATION AND ENFORCEMENT.** These regulations are a part of the contract between the exhibitor and the Office Building Show LLC. All matters in question not covered by these regulations are subject to the decision of OBS and all decisions so made shall be binding on all parties affected by them.

I have read and agree to the terms and conditions set forth in this contract.

Initial

Date