



**NATIONAL
SUPERMARKET
ASSOCIATION**

FERIA COMERCIAL
**TRADE
SHOW**



NEW YORK CITY

110-00 Rockaway Blvd, Jamaica, NY 11420

WEDNESDAY, AUGUST 30TH, 2017
OPEN 11:00 AM TO 6:00 PM

EXHIBITOR REGISTRATION FORM & CONTRACT

IMPORTANT INFORMATION:

1. Complete the entire registration form. Please make sure information is accurate as it will be used for the listing of your company/product. 2. Carefully read terms and conditions on pages 2 & 3, which include booth descriptions. 3. Print & mail the completed registration form with payment in U.S. Funds to: **NSA, inc., 30-50 Whitestone Expressway, Suite 301, Flushing, NY 11354** or email to tradeshow@nsaglobal.org by clicking the "Submit Form" button at the end of this page.

CONTACT INFORMATION:

FIRST & LAST NAME: TITLE:

COMPANY: ADDRESS:

CITY: STATE: ZIP CODE:

PHONE: MOBILE: COMPANY FAX:

EMAIL: WEBSITE:

LOCAL REPRESENTATIVE:

PARTICIPATION & FEES (CHECK ONE):

SPONSORS			
Presenting Sponsor Premium Booth + Signage	Deluxe booth (30'x 12'), "Presented by" signage recognition onsite and promotional/advertising materials, mentions throughout the day, full page color ad in trade show deal book	\$15,000	<input type="checkbox"/>
Hospitality Sponsor Premium Booth + Signage	Premium booth (30'x 8'), signage recognition in reception or lunch area, full page color ad in trade show deal book, prominent logo on printed/promo materials	\$10,000	<input type="checkbox"/>
EXHIBITORS <small>(See Terms & Conditions for details)</small>			
Premium Booth	• Booth (20'x 6') premium location • Full page color ad in trade show deal book • Listing of product/specials in trade show deal book	\$8,000	<input type="checkbox"/>
Regular Booth	• Booth (10'x 6') good location • Listing of products/specials in trade show deal book	\$4,000	<input type="checkbox"/>
Table Top	• Table of 6'x 3' • Listing of products/specials in trade show deal book	\$2,000	<input type="checkbox"/>
ENTRANCE FEE			
Individual Badges	Individuals are strictly prohibited from conducting any sales/trade deals at the show. Those found breaking this rule will be escorted out of the premises. No fee refund will be issued.	\$500	<input type="checkbox"/>

IMPORTANT REQUIREMENTS & INFORMATION:

- Yes, the company I represent has all the appropriate Commercial General Liability and Worker's Compensation Insurance required by law to operate in this Trade Show. I am aware that a separate Insurance and Indemnity Agreement will be issued to the vendors requiring a Commercial General Liability insurance policy of no less than Two Million Dollars (\$2,000,000).
- Yes, I am aware that food companies must provide USDA certification at least one week before the date of the event.
- Yes, I understand that the NSA International Sales and Trade Show is not open to the general public. Proof of affiliation to the food industry is required. The following participants are welcomed: vendors, brokers, manufacturers, suppliers, service providers, food managers, supermarket owners, importers, merchandisers, advertising agencies, distributors, and trade association officials.
- Yes, I acknowledge that a full description of exhibitor's booth and tabletop is provided in the Terms & Conditions contained herein.

Exhibitor acknowledges to have carefully read the attached NSA International Sales & Trade Show Terms & Conditions in full and hereby agrees to all the terms and conditions contained therein.

Signature:

Date: / /

SUBMIT FORM

NSA SALES & TRADE SHOW / TERMS & CONDITIONS

1. General: All concerns, issues, and questions not covered by these Terms & Conditions are subject to the decision of the NSA management and may be amended or supplemented at any time by the NSA management, and all such amendments or additions shall, upon reasonable notice, be equally binding on all parties affected as the original.

2. Location, date and hours of the NSA International Sales & Trade Show are as follows: Resort World Casino, New York on August 30, 2017, from 11:00 a.m. to 6:00 p.m.

3. Installation and Removal: Exhibit space will be available to Exhibitors for installing displays beginning on August 29 from 9:30 a.m. to 3:00 p.m. All exhibits must be installed by 3:00 pm on August 29, 2017 unless informed otherwise. Specific information will be provided in the Exhibitor Services Manual. Exhibit **must remain in place until 6:00 p.m.** on August 30, 2017; move-out will be from 6:00 p.m. to 8:00 p.m. In the event that exhibits are not removed by 8:00 p.m. on August 30, 2017, NSA management may destroy and dispose of any portion of the exhibit or place such items in storage at the owner's own expense or risk.

4. All exhibits must be kept within the dimensions on the Exhibitor's assigned space. Exhibitors shall demonstrate products, solicit orders and distribute advertising materials/collateral only from within their designated booth space.

5. All exhibits and booth materials, including drapes, curtains, table covers, etc., must comply with federal, New York State and New York City safety laws and regulations. All exhibits and booth materials must be flame proof, and meet all insurance and facility regulations, as determined by the NSA and/or Resorts World Casino NY. All packing containers and materials are to be removed from the exhibition area upon completion of set-up.

6. **Insurance and other requirements:** Exhibitors must have all the appropriate Commercial General Liability and Worker's Compensation Insurance required by law to operate in this Trade Show. A separate Insurance and Indemnity Agreement will be issued to the Exhibitor requiring a Commercial General Liability insurance policy of no less than Two Million Dollars (\$2,000,000). Participating food companies must provide proof of USDA certification.

7. **Presenting Sponsor Booths:** are 30' x 12' and include one (1) 8' high backwall with flameproof pipe and drape, two (2) 3' side rails, three (3) 6' draped tables (6' long x 24" wide x 30" high), a one line booth identification sign (7" x 44"), six (6) side chairs, three (3) wastebaskets, and twelve (12) staff badges with lunch wristbands. **Hospitality Area Sponsor Booths** are 30' x 8' and include one (1) 8' high backwall with flameproof pipe and drape, two (2) 3'side rails, three (3) 6' draped tables (6' long x 24" wide x 30" high), a one line booth identification sign (7"x44"), six (6) side chairs, three (3) wastebaskets, and ten (10) staff badges with lunch wristbands, **Premium Booths** are 20' x 6' and include one (1) 8' high backwall with flameproof pipe and drape, two (2) 3' side rails, two (2) 6' draped tables (6' long x 24" wide x 30' high), a one line booth identification sign (7" x 44"), four (4) side Chairs, two (2) wastebaskets and eight (8) staff badges.

Regular Booths are 10' x 6' and include one (1) 8' high backwall with flameproof pipe and drape, (2) 3' side rails, one (1) 6' draped table (6' long x 24" wide x 30" high), a one line booth identification sign (7" x 44"), two (2) side chairs, one (1) wastebasket, and four (4) staff badges.

TABLE TOP EXHIBITORS consist of one (1) 6' draped table (6' long x 36' wide x 30" high), two (2) side chairs, one (1) wastebasket, and two (2) staff badges. **The posting of signs and advertising materials in or around the facility outside of the exhibitor's assigned space is prohibited.**

REGULATIONS FOR TABLE TOP: Exhibitor agrees to abide by all exhibit display rules. All exhibitors must remain within the confines of their own exhibit space, and no exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other exhibitors.

Tabletop exhibitors may **"NOT" INSTALL ANY DISPLAYS ON THE FLOOR BEHIND, IN FRONT OR BESIDES THE TABLE.** All display or product showcase must be placed on top of the table and not exceeding more than two feet height from the table.

Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by NSA in its sole discretion, will be prohibited.

8. **Payment terms:** Payment must be in U.S. funds payable to NSA, Inc. The NSA requires a 50% deposit on all advanced exhibit packages. Deposits must be received within 10 days of written or verbal agreement or space may be released. Any balance must be paid in full by August 16, 2017. Exhibit packages purchased after August 16, 2017 must be paid in full. Checks should be made payable to the **NSA, Inc., and mailed with one signed and initialed copy of the Terms & Conditions, along with the Exhibitor Registration Form** to the National Supermarket Association, 30-50 Whitestone Expressway, Suite 301, Flushing, NY 11354, USA.

9. **Cancellation Policy:** (a) In the event Exhibitor cancels all or part of the contracted exhibit space, the following provisions shall apply: (i) if written notice of cancellation is received by the NSA prior to August 4, 2017, Exhibitor shall pay a cancellation fee equal to one

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half of the total exhibit space fee (or deposit); (ii) if written cancellation notice is received by the NSA from August 4 to August 20, 2017, Exhibitor shall pay a cancellation fee equal to two thirds of the total exhibit space fee; (iii) if written notice of the cancellation is received by the NSA on or after August 21, 2017, Exhibitor shall pay a cancellation fee equal to the full exhibit space fee; (iv) all cancellation fees are payable immediately upon cancellation. All payments made to the NSA under this contract are deemed fully earned and non-refundable and made in consideration for expenses incurred by the NSA and NSA's lost or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by Exhibitor to constitute liquidated damages. (b) If Exhibitor does not make full payment when due under the terms of this contract, NSA may terminate the exhibit space held for Exhibitor and Exhibitor shall be responsible for payment to NSA of all amounts which would have been due to NSA under the terms of subsection (a) above, if Exhibitor had cancelled this exhibit space as of the date of such default, all other provisions of this contract will continue in force until cancelled by NSA. The Exhibitor is liable for the unpaid Exhibitor's fee, together with the cost of collection, including a reasonable attorney or collection agency's fees, if this agreement is placed in the hands of an attorney or collection agency for collection.

10. Cancellation of Show: If NSA cancels the Show because of and Event of Force Majeure as defined below, and the Show is re-scheduled within six months of the original Show date, Exhibitor's fee for exhibition space shall be applied to pay for Exhibitor's space in the rescheduled Show. If Exhibitor elects not to participate in the rescheduled Show, its fee shall not be refunded and shall be deemed earned by the NSA.

If the Show is cancelled and not rescheduled as set forth above, NSA will refund that portion of the Exhibitor's fee, if any, that NSA does not apply to pay its direct expenses of the cancelled show. Any refunds of rental fees will be prorated among all Exhibitors. If NSA direct expenses equal or exceed all Exhibitors rental fees, no rental fees will be refunded. For the purpose of this paragraph, direct expenses shall mean all expenses of the Show incurred by NSA other than its indirect administrative overhead expenses. NSA's determination of its direct expenses shall be deemed final and shall not be subject to challenge by any Exhibitor. NSA shall not be liable for any losses or damages of any type or description, including consequential and/or incidental damages, suffered by Exhibitor as a result of any re-scheduling or cancellation of the Show.

11. Force Majeure: NSA shall not be deemed to have breached this agreement by reason of its failure to perform any of its obligations if caused by strikes, natural disasters, hurricanes or tropical storms, acts of a public enemy, riots, terrorism, interference by civil or military authorities, compliance with proclamations, delays in transit or delivery on the part of transportation companies, or other causes beyond the reasonable control and without the fault of NSA, or if caused by any act of failure to act of another party (an "Event of Force Majeure"). Upon the occurrence of any Event of Force Majeure specified above that results or will result in a delay in or cancellation of the Show or otherwise affects NSA's performance under this agreement, NSA shall promptly give notice to the other party of the occurrence and the effect or anticipated effect of the occurrence on the performance of NSA's obligations under this agreement. NSA will use reasonable efforts under the circumstances to eliminate or minimize the adverse impact of the occurrence in its performance under this agreement.

12. In the event that, for any cause or condition beyond the control of the NSA, the exhibition facility becomes unavailable, then the NSA may assign to Exhibitor, in lieu of the space described herein, equivalent space in such other building as the NSA is able to procure for the exhibition. Exhibitor shall use and occupy such space under the same terms and conditions and at the same rent as set forth in this agreement. The NSA shall not be liable to Exhibitor for any loss or damage suffered by Exhibitor by reason of such relocation of the exposition.

13. Audio or video demonstrations will be permitted only in those locations deemed by the NSA management not to interfere with the activities of the neighboring Exhibitors.

14. NSA management will make all reasonable efforts to assure the accuracy of exhibitor listings in the deal book. Due to the quantity of entries, errors can occur. NSA management will not be liable to exhibitors for errors and/or omissions.

15. Choice of law and personal jurisdiction for this contract is vested exclusively in the courts of Queens County, State of New York. In the event of any conflict or dispute between exhibitor and NSA, both parties agree to utilize negotiation and mediation to resolve the conflict or dispute. In the event that negotiation and mediation are not successful, the parties agree to submit any disputes to an arbitrator in compliance with the Federal Arbitration Act and it's New York State counterpart, such decision by the arbitrator to have full judicial authority and force of law.

16. Exhibitor confirms that it enters into this agreement of its own free will and has read, understands, and fully agrees with all the terms and conditions as outlined above.

These terms and conditions have been drawn with the single objective of producing a successful event for exhibitors and retailers. The NSA reserves the right to have full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary to proper conduct of the exhibition.